KC-462-26
UEI: LQ7GXA8UDP24

SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION STANDARD CONTRACT

Contract Number: KC-462-26

Contractor: Discovery Behavioral Health

Amount: $255,500

Contract Term: October 1, 2026 – September 30, 2027

CFDA: N/A

Purpose: This contract is entered into for the purpose of ensuring the provision of behavioral health services for residents from Kitsap, Jefferson, and Clallam Counties.

This contract is made between Discovery Behavioral Health (hereinafter "Contractor") and the Salish Behavioral Health Administrative Services Organization (hereinafter "SBHASO"). This notification of contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understanding, 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 SBHASO.

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 and the Budget/Rate Sheet. 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/Rate Sheet.

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

KC-462-26
UEI: LQ7GXA8UDP24

Dated this 9 day of NOV, ~~2027~~ 2026.

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

Oran Root, Chair

Katherine T. Walters, Commissioner

Christine Rolfes, Commissioner

DATE 11/9/26

ATTEST

Tabatha Hoesch, Clerk of the Board

CONTRACTOR: Discovery Behavioral Health

Name: Scott Blakley
Title: Chief Executive Officer

I attest that I have the authority to sign this contract on behalf of Discovery Behavioral Health.

10/23/26
DATE

Approved as to form by the Prosecuting Attorney's Office

Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes:

(Fill in)

Subrecipient's unique entity identifier: LQ7GXA8UDP24

Federal Award Identification Number (FAIN): RHTCMS332044

Federal Revenue Award Date: 12/29/2025

Subaward Period of Performance Start and End Date: 10/01/2026 - 09/30/2027

Check to verify the information is in contract:

☑ Subrecipient's name (must match the name associated with its unique entity identifier):

☑ Federal award identification:

☑ Subaward Budget Period Start and End Date:

☑ Amount of Federal Funds Obligated in the subaward:

☑ Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:

☑ Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

☑ Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):

☑ Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:

☑ Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:

☑ Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414):

GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA

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

2. ACCESSIBILITY FOR ICT

2.1. Requirements and Standards

Each ICT product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including Washington State IT Policy USER-01, USER-01-S Digital Accessibility Standard. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the Regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

2.2. Documentation

Contractor shall maintain and retain, subject to review by SBHASO, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.

2.3. Remediation

If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 2.1, *Requirements and Standards*, and it is later determined by SBHASO that any furnished product or service is not in compliance with such requirements and standards, SBHASO will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to SBHASO, repair or replace the non-compliant products

or services within the period specified by SBHASO. If the repair or replacement is not completed within the specified time, SBHASO may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of SBHASO or by another contractor, and Contractor shall reimburse SBHASO for any expenses incurred thereby.

3. ADVANCE PAYMENT PROHIBITED

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

4. AMENDMENTS

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

5. ASSIGNMENT

5.1. Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 37, *Subcontracting*, without the prior written consent of SBHASO. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to SBHASO that may arise from any breach of the provisions of this Contract or warranties made herein, including, but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this subsection 5.1 of the Contract will be null and void.

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

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

6. ATTORNEYS' FEES

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

7. CHANGE IN STATUS

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

8. CONFLICT OF INTEREST

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

9. CONFORMANCE

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

10. COVERED INFORMATION PROTECTION

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

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

10.3. Contractors that come into contact with PHI are required to enter into a BAA with SBHASO in compliance with the requirements HIPAA, Pub. L. 104-191, as amended.

10.4. SBHASO reserves the right to monitor, audit, or investigate the use of Covered Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Covered Information, monetary damages, or penalties.

10.5. The obligations set forth in this section will survive completion, cancellation, expiration, or termination of this Contract.

11. CONTRACTOR'S PROPRIETARY INFORMATION

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

12. COVENANT AGAINST CONTINGENT FEES

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

price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. CRISIS COORDINATION FOR TRIBES AND NON-TRIBAL IHCPS

The Contractor shall participate in meetings with Tribes and non-Tribal IHCPs, facilitated by SBHASO, to develop the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Contractor's Regional Service Area (RSA).

The Contractor will comply with the Tribal Crisis Coordination Protocols applicable to Individuals served by a Tribal IHCP for any region when they are completed and agreed upon for each Tribe or non-Tribal IHCP. Until these protocols are completed and agreed upon, the Contractor shall use the most recent annual plan for providing Crisis and ITA evaluation on Tribal Lands that was agreed upon by the Contractor and the Tribe. If the most recent annual plan is not available, the Contractor shall use the current SBHASO guidance template Protocols for Coordination with Tribes and non-Tribal IHCPs.

The Contractor, in partnerships with SBHASO, will participate in SBHASO convened meetings to develop and revise protocols for the coordination of Crisis Services (including involuntary commitment assessment), Care Coordination, and discharge and transition planning as part of SBHASO's government-to-government relationship with each of the Tribes under RCW 43.376 and various federal requirements as part of SBHASO's meet-and-confer relationship with each non-Tribal IHCP under SBHASO policy. Protocols are applicable to multiple regions as applicable to individual served. With respect to Crisis and involuntary commitment assessment services, these protocols will include at a minimum a description of the procedures or processes for:

13.1. Designated Crisis Responders (DCR) access to Tribal Lands to provide services, including Crisis response and involuntary commitment assessment;

13.2. Providing services on Tribal Lands in the evening, holidays, or weekends if different than during business hours;

13.3. Notifying Tribal authorities when Crisis Services are provided on Tribal Land, especially on weekends, holidays or after business hours, including who is notified and timeframes for the notification;

13.4. How DCRs will coordinate with Tribal mental health and/or substance use disorder (SUD) Providers, Tribal law enforcement, Tribal Crisis Services, Tribal

DCRs, and others identified in the protocols, including coordination and debriefing with any Tribal mental health or SUD Providers after a Crisis Service has been provided;

13.5. When a DCR determines whether to detain or not for involuntary commitment; and

13.6. If ITA evaluations cannot be conducted on Tribal Land, how and by whom Individuals will be transported to non-Tribal Lands for involuntary commitment assessment and detention and/or to a licensed Evaluation and Treatment Facility. SBHASO will provide the Contractor with a copy of each set of Protocols applicable to the Contractor's RSA as soon as they are agreed upon by the Tribe or non-Tribal IHCP.

14. DEBARMENT

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

15. DISPUTES

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

15.1. The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating

party is not satisfied with the response of the responding party, then the initiating party may request that the SBHASO Executive Director review the dispute. Any such request from the initiating party must be submitted in writing to the SBHASO Executive Director within five (5) Business Days after receiving the response of the responding party. The SBHASO Executive Director will have sole discretion in determining the procedural manner in which they will review the dispute. The SBHASO Executive Director will inform the parties in writing within five (5) Business Days of the procedural manner in which they will review the dispute, including a timeframe in which they will issue a written decision.

15.2. A party's request for a dispute resolution must:

15.2.1. Be in writing;

15.2.2. Include a written description of the dispute;

15.2.3. State the relative positions of the parties and the remedy sought; and

15.2.4. State the Contract Number and the names and contact information for the parties.

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

16. ENTIRE AGREEMENT

SBHASO and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 46, *Warranties*.

17. FEDERAL FUNDING DISCLOSURE – STEVENS AMENDMENT

If Contractor issues public-facing materials about RHTP or conducts activities in public-facing locations under this Contract, Contractor shall cooperate with SBHASO

in meeting the applicable federal funding disclosure requirements of the Stevens Amendment, as directed by SBHASO.

18. FORCE MAJEURE

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

19. FUNDING WITHDRAWN, REDUCED, OR LIMITED

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

19.1. Terminate this Contract pursuant to Section 41.3, *Termination for Non-Allocation of Funds*;

19.2. Renegotiate the Contract under the revised funding conditions; or

19.3. Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. SBHASO will use this option only when SBHASO determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

19.3.1. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

19.3.2. When SBHASO determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to SBHASO informing SBHASO whether it can resume performance and,

if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

19.3.3. If the Contractor's proposed resumption date is not acceptable to SBHASO and an acceptable date cannot be negotiated, SBHASO may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. SBHASO will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

20. GOVERNING LAW

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

21. INDEMNIFICATION

21.1. General

Contractor shall defend, indemnify, and hold SBHASO harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract. Contractor's obligation to defend, indemnify, and hold SBHASO harmless shall not be eliminated or reduced by any alleged concurrent SBHASO negligence.

21.2. Confidentiality

Contractor must defend, indemnify, and hold SBHASO harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers,

employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

21.3. Accessibility for ICT

Contractor agrees to defend, indemnify and hold harmless SBHASO from any claim arising out of failure to comply with section 4.2, Accessibility for ICT.

22. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

23. LEGAL AND REGULATORY COMPLIANCE

23.1. During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and Regulations.

23.2. While on the SBHASO premises, Contractor must comply with SBHASO operations and process standards and policies (e.g., ethics, Internet / email usage, Data, network and building security, harassment, as applicable). SBHASO will make an electronic copy of all such policies available to Contractor.

23.3. Failure to comply with any provisions of this section may result in Contract termination.

24. LIMITATION OF AUTHORITY

Only the SBHASO Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or

condition of this Contract is not effective or binding unless made in writing and signed by the SBHASO Authorized Representative.

25. NO THIRD-PARTY BENEFICIARIES

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

26. NONDISCRIMINATION

26.1. Nondiscrimination Requirement.

During the term of this Contract, Contractor, including any Subcontractor or Lower-Tier Subrecipient, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §2000e et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Contractor, including any Subcontractor or Lower-Tier Subrecipient, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or Subcontractor or Lower-Tier Subrecipient, has a collective bargaining or other agreement. In addition, Contractor agrees to include the above requirement in any and all agreements with Lower-Tier Subrecipients funded or related to this Contract. Contractor shall be responsible for ensuring compliance by any Subcontractor or Lower-Tier Subrecipient.

26.2. Obligation to Cooperate.

Contractor, including any Subcontractor or Lower-Tier Subrecipient, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any Subcontractor or Lower-Tier Subrecipient, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

26.3. Default.

Notwithstanding any provision to the contrary, SBHASO may suspend Contractor, including any Subcontractor or Lower-Tier Subrecipient, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place

until SBHASO receives notification that Contractor, including any Subcontractor or Lower-Tier Subrecipient, is cooperating with the investigating state agency. In the event Contractor, or Subcontractor or Lower-Tier Subrecipient, is determined to have engaged in discrimination identified at RCW 49.60.530(3), SBHASO may terminate this Contract in whole or in part, and Contractor, Subcontractor, or Lower-Tier Subrecipient, or any combination thereof, may be referred for debarment as provided in RCW 39.26.200. Contractor, Subcontractor, or Lower-Tier Subrecipient may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

26.4. Remedies for Breach.

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, Subcontractor, or Lower-Tier Subrecipient, or any combination thereof, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under RCW 49.60. SBHASO shall have the right to deduct from any monies due to Contractor, Subcontractor, or Lower-Tier Subrecipient, or that thereafter become due, an amount for damages Contractor, Subcontractor, or Lower-Tier Subrecipient, will owe SBHASO for default under this provision.

27. OVERPAYMENTS TO THE CONTRACTOR

In the event that Overpayments or erroneous payments have been made to the Contractor under this Contract, SBHASO will provide written notice to Contractor and Contractor will refund the full amount to SBHASO within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, SBHASO may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with SBHASO's actions under this section, then it may invoke the dispute resolution provisions of Section 5.15, *Disputes*.

28. PAY EQUITY

28.1. Contractor represents and warrants that, as required by Washington state law RCW 49.58.020 during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.

For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

28.2. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.

28.3. "Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

28.4. A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

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

29. PUBLICITY

29.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's services by SBHASO and must not be so construed by Contractor in any advertising or other publicity materials.

29.2. Contractor agrees to submit to SBHASO, all advertising, sales promotion, and other publicity materials relating to this Contract or any service furnished by Contractor in which SBHASO's name is mentioned, language is used, or internet links are provided from which the connection of SBHASO's name with Contractor's services may, in SBHASO's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other

communication media in existence or hereinafter developed without the express written consent of SBHASO prior to such use.

30. RECORDS AND DOCUMENT REVIEW

30.1. The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by SBHASO, the Office of the State Auditor, and state and federal officials so authorized by law, rule, Regulation, or agreement.

30.2. The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

30.3. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REMEDIES NON-EXCLUSIVE

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

32. RIGHT OF INSPECTION

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

33. RIGHTS IN DATA/OWNERSHIP

33.1. SBHASO and Contractor agree that all Data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire*" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by SBHASO. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans,

diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

33.2. If for any reason the Work Product would not be considered a "*work made for hire*" under applicable law, Contractor assigns and transfers to SBHASO, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

33.3. Contractor will execute all documents and perform such other proper acts as SBHASO may deem necessary to secure for SBHASO the rights pursuant to this section.

33.4. Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of SBHASO. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

33.5. Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to SBHASO with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. SBHASO will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

33.6. Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise SBHASO of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide SBHASO with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right

worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

34. SEVERABILITY

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

35. SITE SECURITY

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

36. SUBCONTRACTING

36.1. SBHASO retains the right to review any proposed Subcontracts or Lower-Tier Subrecipient agreements related to the performance of the activities outlined in this Contract or subsequent Work Orders. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to SBHASO for any breach in the performance of Contractor's duties.

36.2. Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.

36.3. If at any time during the progress of the work SBHASO determines in its sole judgment that any Subcontractor or Lower-Tier Subrecipient is incompetent or undesirable, SBHASO will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.

36.4. The rejection or approval by the SBHASO of any Subcontractor or Lower-Tier Subrecipient or the termination of a Subcontractor or Lower-Tier Subrecipient will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to SBHASO.

36.5. SBHASO has no contractual obligations to any Subcontractor, vendor, or Lower-Tier Subrecipient under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors or Lower-Tier Subrecipients.

37. SUBRECIPIENT

37.1. General

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

37.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Assistance Listing Number (ALN) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

37.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, Regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

37.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

37.1.4. Incorporate 2 C.F.R. 200.501 audit requirements into all agreements between the Contractor and its Subcontractors who are Subrecipients;

37.1.5. Comply with any future amendments to 2 C.F.R. 200.501 and any successor or replacement Circular or Regulation;

37.1.6. Comply with the applicable requirements of 2 C.F.R. 200.501 and any future amendments to 2 C.F.R. 200.501, and any successor or replacement Circular or Regulation; and

37.1.7. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42,

Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to https://www.ojp.gov/program/civil-rights-office/home for additional information and access to the aforementioned Federal laws and Regulations.)

37.2. Single Audit Act Compliance

37.2.1. If the Contractor is a Subrecipient and expends $1,000,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

37.2.2. Submit to the SBHASO contact person the Data collection form and reporting package specified in 2 C.F.R. 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

37.2.3. Follow-up and develop corrective action for all audit findings; in accordance with 2 C.F.R. 200.501, prepare a "Summary Schedule of Prior Audit Findings.

37.3. Overpayments

37.3.1. If it is determined by SBHASO, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to SBHASO as provided in Section 28, *Overpayments to Contractors*.

37.4. Federal System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

The Unique Entity Identifier (UEI) is the universal identifier assigned by the Federal System for Award Management (SAM) to uniquely identify an entity. SAM is the Federal repository of information for standard information about federal grants and contracts. Additional information about UEI and SAM may be found at the SAM internet site (https://www.sam.gov.).

If the Contractor is identified as a Subrecipient in this Contract, the Contractor will register and maintain an active registration in SAM and obtain an UEI throughout the term of this Contract. The Contractor will:

37.4.1. Provide SBHASO with an active and current registration and UEI number;

37.4.2. Renew its SAM registration annually to ensure an active registration status and UEI; and

37.4.3. Notify the SBHASO Contract Manager of any changes to the SAM registration or UEI, including lapses in active status or suspension, as soon as possible upon discovering the change.

38. SURVIVAL

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

39. TAXES

SBHASO will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property.

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

40. TERMINATION

40.1. Termination for Default

In the event SBHASO determines that Contractor has failed to comply with the terms and conditions of this Contract, SBHASO has the right to suspend or terminate this Contract. SBHASO will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. SBHASO reserves the right to suspend all or part of the Contract,

withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by SBHASO to terminate the Contract.

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

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

40.2. Termination for Convenience

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

40.3. Termination for Non-allocation of Funds

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

40.4. Termination for Withdrawal of Authority

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

40.5. Termination for Conflict of Interest

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

41. TERMINATION PROCEDURES

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

41.2. SBHASO will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by SBHASO and the amount agreed upon by the Contractor and SBHASO for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by SBHASO; and (iv) the protection and preservation of property, unless the termination is for default, in which case SBHASO will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 5.15, *Disputes*. SBHASO may withhold from any amounts due the Contractor such sum as SBHASO determines to be necessary to protect SBHASO against potential loss or liability.

41.3. After receipt of notice of termination, and except as otherwise directed by SBHASO, Contractor must:

41.3.1. Stop work under the Contract on the date of, and to the extent specified in, the notice;

41.3.2. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

41.3.3. Terminate any agreement issued to a Lower-Tier Subrecipient to the extent that the agreement is affected by such termination.

41.3.4. Assign to SBHASO, in the manner, at the times, and to the extent directed by SBHASO, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case SBHASO has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts or Lower-Tier Subrecipient agreements;

41.3.5. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of SBHASO to the extent SBHASO may require, which approval or ratification will be final for all the purposes of this clause;

41.3.6. Transfer title to and deliver as directed by SBHASO any property required to be furnished to SBHASO;

41.3.7. Complete performance of any part of the work that was not terminated by SBHASO; and

41.3.8. Take such action as may be necessary, or as SBHASO may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which SBHASO has or may acquire an interest.

42. TRANSITION OBLIGATIONS

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

43. TREATMENT OF ASSETS

43.1. Ownership

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

43.2. Use of Property

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

43.3. Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to SBHASO for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor’s employees, agents, or

Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by SBHASO.

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

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

44. WAIVER

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

45. WARRANTIES

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

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

45.3. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor

further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

45.4. Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to SBHASO or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence SBHASO to enter into this Contract.

SPECIAL TERMS AND CONDITIONS

1. PERFORMANCE EXPECTATIONS

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

   1.1. Knowledge of applicable state and federal laws and Regulations pertaining to subject of Contract;

   1.2. Use of professional judgment;

   1.3. Collaboration with SBHASO staff in Contractor's conduct of the services;

   1.4. Conformance with SBHASO directions regarding the delivery of the services;

   1.5. Timely, accurate and informed communications;

   1.6. Timely and accurate submission of required data;

   1.7. Support completion and updating of project plans, reports, documentation and communications;

   1.8. Regular, punctual attendance at all meetings; and

   1.9. Provision of high-quality services.

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

2. TERM

   2.1. The initial term of the Contract will commence on date of last signature and continue through September 30, 2027, unless terminated sooner as provided herein.

   2.2. Work performed without a contract or amendment signed by the Authorized Representatives of both parties will be at the sole risk of the Contractor. SBHASO will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3. COMPENSATION

3.1. Contractor's compensation for services rendered will be based on subsequent Statements of Work issued under this Contract.

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

3.3. Unless otherwise obligated, Maximum Compensation amounts allocated under this Contract and subsequent Statement of Work that are not expended by the end of the applicable Budget Period shall be returned to SBHASO. Funds may not be carried forward beyond the Budget Period where funds are allocated. Unspent allocations shall be reported to SBHASO prior to the end of the applicable Budget Period, as specified in this Contract.

3.4. Single Audit Act Compliance

If the Contractor expends $1,000,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

3.4.1. Submit to the SBHASO contact person the Data collection form and reporting package specified in 2 C.F.R. 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

3.4.2. Follow-up and develop corrective action for all audit findings; in accordance with 2 C.F.R. 200.501, prepare a "Summary Schedule of Prior Audit Findings."

4. RECOUPMENT

4.1. Payment funds are subject to recoupment if, after investigation or audit, SBHASO, other state officials, or federal officials determine Contractor provided SBHASO false or misleading information pertinent to this Agreement, including if Contractor does not meet any requirements specified in the Rural Health Transformation Program Federal Award Terms, Notice of Funding Opportunity and Notice of Award.

4.2. Contractor will receive an initial written notice of recoupment with an opportunity to request reconsideration before SBHASO provides a final notice of recoupment. If Contractor receives an initial notice of recoupment and does not submit a request for reconsideration per the instructions in the notice or does not request dispute resolution as allowed in this Agreement, the initial notice will be deemed the final notice.

4.3. The final notice of recoupment will constitute a debt to SBHASO. The debt is delinquent if it has not been paid by the date specified in SBHASO's written notice to Contractor unless other satisfactory arrangements have been made. Interest, penalties, and administrative fees may accrue on delinquent debt, as allowed by law.

4.4. Funds for payment of the debt must not come from federally sponsored programs.

4.5. SBHASO may pursue other forms of remediation in conjunction with, or as an alternative to, recoupment. Nothing in this Agreement limits SBHASO's ability to recover payment funds through judicial or other processes under law. If SBHASO seeks judicial or other processes under law to recover payment funds, then to the extent permitted by law, SBHASO's rights and remedies under this Agreement are cumulative to, and not exclusive of, rights or remedies otherwise available to SBHASO.

5. INVOICE AND PAYMENT

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

5.2. If expenses are invoiced, invoices must provide a detailed breakdown of each type.

5.3. Invoices must be submitted on the SBHASO Contract Invoice Template to the Salish Provider Submission Portal. Invoices must include the following information, as applicable:

5.3.1. The SBHASO Contract number;

5.3.2. Contractor name, address, phone number;

5.3.3. Description of services;
5.3.4. Date(s) of delivery;
5.3.5. Net invoice price for each item;
5.3.6. Applicable taxes;
5.3.7. Total invoice price; and
5.3.8. Any available prompt payment discount.

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

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

5.6. Due to the requirements of the Rural Health Transformation Program grant, Contractor must submit all invoices by September 1, before the end of the grant fiscal year for any expenses up to September 30 to allow sufficient time for federal drawdowns.

5.7. Upon expiration, suspension, or termination of the Contract, invoices for work performed or allowable expenses incurred after the start of the Contract and prior to the date of expiration, suspension, or termination must be submitted by the Contractor within forty-five (45) calendar days and no later than September 1 of that Budget Year. SBHASO is under no obligation to pay invoices submitted after September 1 of that Budget Year, or forty-six (46) or more calendar days after the Contract expiration, suspension, or termination date ("Belated Claims"). SBHASO will pay Belated Claims at its sole discretion.

6. CONTRACTOR AND SBHASO CONTRACT MANAGERS

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

6.2. SBHASO's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding

contract performance and deliverables. The SBHASO Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

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

CONTRACTOR Contract Manager Information		**SBHASO Contract Manager Information**	
Name:	Scott Blakley	Name:	Jolene Kron
Title:	Cheif Executive Officer	Title:	Executive Director
Address:	884 West Park Ave Port Townsend, WA 98368	Address:	614 Division St. MS-23 Port Orchard, WA 98366
Phone:	(360) 385-0321	Phone:	360-337-7050
Email:	scottb@discoverybh.org	Email:	jkron@kitsap.gov

7. LEGAL NOTICES

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

7.1. In the case of notice to the Contractor:
Attention: Scott Blakley
Discovery Behavioral Health
884 West Park Ave
Port Townsend, WA 98368

7.2. In the case of notice to SBHASO:
Attention: Jolene Kron
Salish Behavioral Health Administrative Services Organization
614 Division St. MS-23
Port Orchard, WA 98366

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

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

8. INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

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

8.1. Applicable Federal and State of Washington statutes and Regulations;
8.2. Recitals;

8.3. Special Terms and Conditions;

8.4. General Terms and Conditions;

8.5. Attachment 1: Federal Award Terms;

8.6. Attachment 2: Federal Compliance, Certifications, Certifications and Assurances;

8.7. Attachment 3: Notice of Funding Opportunity # CMS-RHT-26-001-Rural Health Transformation Program;

8.8. Work Order Statement(s) of Work;

8.9. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

9. INSURANCE

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

9.1. Commercial General Liability Insurance Policy
Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1 million per occurrence/$2 million general aggregate.

Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.

9.2. Business Automobile Liability

In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

9.3. Professional Liability Errors and Omissions

Provide a policy with coverage of not less than $1 million per claim/$2 million general aggregate.

9.4. Industrial Insurance Coverage

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

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

9.6. Upon request, Contractor must submit to SBHASO a certificate of insurance that outlines the coverage and limits defined in this Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

ATTACHMENT B: STATEMENT OF WORK - Crisis Services (Mobile Crisis Outreach, ITA Investigation Services, Next Day Appointments and Least Restrictive Order Monitoring and Treatment Services)

1. General Crisis System Requirements. Contractor shall provide services that meet the following requirements:

    a. Crisis services will be available to all individuals who present with a need for crisis services in the Contractor's Service Area.

    b. Crisis services shall be provided in accordance with WAC 246-341-0901 to 0912.

    c. ITA services shall include all services and administrative functions required for the evaluation of involuntary detention or involuntary treatment of individuals in accordance with Chapter 71.05 RCW and Chapter 71.34 RCW. Crisis services become ITA services when a Designated Crisis Responder (DCR) determines an individual must be evaluated for involuntary treatment.

    d. Crisis services shall be delivered to stabilize individuals as quickly as possible and assist them with returning to a level of functioning that no longer qualifies them for crisis services.

    e. Crisis services shall be delivered in a manner that provides solution-focused, person-centered and recovery-oriented interventions designed to avoid unnecessary hospitalization, incarceration, institutionalization or out of home placement.

    f. Crisis Services will include the engagement of individuals in the development and implementation of crisis prevention plans to reduce unnecessary crisis system utilization and maintain the individual's stability.

2. Crisis System Staffing Requirements. Contractor shall comply with staffing requirements in accordance with Chapter 246-341 WAC. Each staff member working with an individual receiving crisis services must:

    a. Be supervised by a Mental Health Professional (MHP) or licensed by Department of Health (DOH).

    b. Receive annual violence prevention training on the safety and violence prevention topics described in RCW 49.19.030. The staff member's personnel record must document the training.

c. Have the ability to consult with one of the following (who has at least one (1) years' experience in the direct treatment of individuals who have a mental or emotional disorder.

   I. A psychiatrist;

   II. A physician;

   III. A Physician Assistant; or

   IV. An ARNP.

d. The Contractor shall comply with DCR qualification requirements in accordance with Chapters 71.05 and 71.34 RCW and be licensed by the DOH under WAC 246-341-0912. The Contractor shall incorporate the statewide DCR Protocols into the practice of their DCRs.

e. The Contractor shall have clinicians available twenty-four (24) hours a day, seven (7) days a week who have expertise in behavioral health issues pertaining to children and families.

f. The Contractor shall make available at least one Substance Use Disorder Professional (SUDP) with experience conducting behavioral health crisis support for consultation by phone or on-site during regular business hours.

g. The Contractor shall make available at least one (1) Certified Peer Counselor (CPC)/Certified Peer Support Specialist (CPSS) with experience conducting behavioral health crisis support for consultation by phone or on-site during regular business hours.

   I. The Contractor will enhance mobile crisis services by adding CPC/CPSS.

      1. CPC/CPSSs will be required to complete the HCA CPSS continuing education curriculum for peer services in crisis environments.

      2. MCR team supervisors of CPC/CPSSs must complete the HCA sponsored Operationalizing Peer Support training for supervisors within six months of hire.

3. Meet requirement for Peer Crisis Services outlined in WAC 246-341.

4. Contractor will submit a quarterly MRRCT CPC report that includes data on peer services and adult and youth crisis services.

h. The Contractor shall establish and maintain policies and procedures for crisis and ITA services that implement the following requirements:

I. Have capacity to provide services in the community 24 hours per day, seven days a week, 365 days a year.

1. And respond with a two-person dyad (peer and clinician), as possible.

II. No DCR or crisis worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention under the state's ITA, unless a second trained person accompanies them.

III. The clinical team supervisor, on-call supervisor, or the individual professional, shall determine the need for a second individual to accompany them based on a risk assessment for potential violence.

IV. The second individual who responds may be a first responder, an MHP, an SUDP, or a mental health provider who has received training required in RCW 49.19.030.

V. No retaliation shall be taken against an individual who, following consultation with the clinical team or supervisor, refuses to go to a private home or other private location alone.

VI. The Contractor shall have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis staff who respond to private homes or other private locations.

VII. Every DCR dispatched on a crisis visit shall have prompt access to information about an individual's history of dangerousness or

potential dangerousness documented in crisis plans or commitment records and is available without unduly delaying a crisis response.

VIII. The Contractor shall provide a wireless telephone or comparable device to every DCR or crisis worker, who participates in home visits to provide crisis services.

3. Crisis System Operational Requirements.
   a. Crisis services shall be available twenty-four (24) hours per day, seven (7) days per week.

      I. Each team will adhere to the HCA Crisis team model as described in the MRRCT Best Practice Guide. Youth MRRCT will follow the MRSS model in the HCA MRRCT Best Practice Guide.

      II. On the initial crisis outreach service, each team follows best practice guidance, as workforce allows to include at a minimum, a Mental Health Professional (MHP), or a Mental Health Care Provider (MHCP) to provide clinical assessment and a peer trained in Crisis Services, responding jointly. MHCPs, with WAC 246-341-0302 exemption, can respond jointly with a peer in place of an MHP, as long as at least one MHP is available 24/7 for any MHCP or peer to contact for consultation. This MHP does not have to be a supervisor. Additional outreach and follow-up may include two staff as needed and when clinically appropriate to ensure the safety of the responder and the Individual as staffing allows.

      III. All MRRCTs may provide additional in-home stabilization after the initial 72-hour crisis intervention as needed up for up to eight weeks to ensure the least restrictive care is used to stabilize Individuals in the community.

      IV. All individuals providing MRRCT services, whether newly hired or currently employed, must complete the following trainings:

         1. HCA LMS MRSS 101 and 102 modules;

         2. HCA-approved certified crisis intervention specialist training;

         3. All MRRCT's shall complete the training on the Indian health care delivery system, including the government-to-government

relationship between the state of Washington and federally recognized Indian Tribes.

4. Adult MRRCT's shall complete HCA LMS modules in Trauma Informed Care, de-escalation techniques, and harm reduction.

5. MRRCT's that serve Youth will complete the three developmentally appropriate HCA LMS modules in Trauma Informed Care, de-escalation techniques and harm reduction; and

6. MRRCT's that serve Youth will complete HCA En-Route Northwest training for Family Initiated Treatment (FIT).

7. Salish Regional Crisis Orientation within 90 days of hire.

V. MRRCT shall follow the established Tribal Crisis Coordination Protocols established between the HCA and the Tribe.

Mobile crisis outreach shall respond within the following timelines:

1. One (1) hour of the referral of a behavioral health emergency.
    a. A behavioral health emergency means a person is experiencing a significant behavioral health crisis that requires an immediate in-person response within 1 hour due to the level of risk or lack of means for safety planning as defined in WAC 182-140-0010. Endorsed teams must follow statutory times to receive supplemental performance payment.

2. Two (2) hours of the referral of an emergent crisis.
    a. An emergent crisis means services that, if not provided, would likely result in the need for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.153.

3. Twenty-four (24) hours of the referral of an urgent crisis.
    a. An urgent crisis is defined as a moderate to serious risk and requires a 24-hour response.

b. Individuals shall be able to access crisis services without full completion of intake evaluations and/or other screening and assessment processes.

Crisis outreach services will be provided in accordance with WAC 246-341.

c. The Contractor shall document crisis calls, services and outcomes. Contractor shall comply with record content and documentation requirements in accordance with WAC 246-341-0901 to 0912.
d. The Contractor shall make the following services to all individuals in the Contractor's Service Area:

    I. Crisis triage and intervention services to determine the urgency of the needs and identify the supports and services necessary to meet those needs.

    II. ii. Dispatch mobile crisis or connect the individual to services.

    III. iii. For individuals enrolled with a Managed Care Organization (MCO), assist in connecting the individual with current or prior service providers.

    IV. iv. For individuals who are American Indian/Alaskan Native, assist in connecting the individual to services available from a Tribal government or Indian Health Care Provider, if requested by the individual.

e. Behavioral health ITA services shall be provided in accordance with WAC 246-341-0912.

    I. Services include investigation and evaluation activities, management of the court case findings and legal proceedings in order to ensure the due process rights of the individuals who are detained for involuntary treatment.

    II. ii. Under no circumstances shall the Contractor deny the provision of crisis services, behavioral health ITA services, evaluation and treatment services, or secure withdrawal management and stabilization services to an individual due to an individual's ability to pay.

f. The Contractor shall collaborate with SBHASO to develop and implement strategies to coordinate care with community behavioral health providers for individuals with a history of frequent crisis system utilization. Coordination of care strategies will seek to reduce utilization of crisis services.

g. The Contractor shall establish protocols for providing information about and referral to other available services and resources for individuals who do not meet criteria for Medicaid or GFS/FBG services (e.g., homeless shelters, domestic violence programs, Alcoholics Anonymous).

h. Contractors must complete and submit the SBHASO Crisis Log daily.

   I. The time frame is 3:01 am the day prior to submission through 3:00 am the day of submission.

   II. Logs are to be submitted through the Provider Portal by 10:00 am the day of submission.

   III. Contractor performance expectation for completeness of daily crisis log data shall be 95%.

i. Contractor shall submit a Crisis Quarterly Report due 15 days after the end of the quarter.

j. Contractor shall submit a quarterly report outlining the number of Individuals served by CPC and narrative describing successes and challenges due 10 days after the end of the quarter.

4. Care Coordination: Filing of an Unavailable Detention Facilities Report.

   a. The Contractor shall ensure its DCRs report to SBHASO and HCA when it is determined that an individual meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are no beds available at an Evaluation and Treatment Facility, Secure Withdrawal Management and Stabilization Facility, Psychiatric Unit, or under a single bed certification, and the DCR was not able to arrange for a less restrictive alternative for the individual.

   b. When the DCR determines an individual meets detention criteria, the investigation has been completed and when no bed is available, the DCR shall submit an Unavailable Detention Facilities Report (No Bed Report) to the SBHASO and HCA within 24 hours. The report shall include the following:
      I. The date and time the investigation was completed;

      II. A list of facilities that refused to admit the individual;

      III. Information sufficient to identify the individual, including name and age or date of birth;

IV. The identity of the responsible BH-ASO and MCO, if applicable;

V. The County in which the person met detention criteria; and

VI. Other reporting elements deemed necessary or supportive by HCA, including sharing if an Individual is AI/AN and accessing services at an Indian Health Care Provider (IHCP) and documenting efforts to coordinate services with the Individual's IHCP.

c. When a DCR submits a No Bed Report due to the lack of an involuntary treatment bed, a face-to-face re-assessment shall be conducted each day by the Contractor's DCR or MHP. This re-assessment shall include an evaluation as to whether the individual continues to require involuntary treatment or if an appropriate less restrictive alternative could meet the need of individual in crisis. If the individual still meets involuntary treatment criteria, and a bed is still not available, the DCR sends a new No Bed Report to SBHASO and HCA, the DCR or MHP works to develop a safety plan to help the individual meet their health and safety needs, and the DCR continues to work to find an involuntary treatment bed or appropriate less restrictive alternative to mee the individual's current Crisis.

d. The Contractor must attempt to engage the individual in appropriate services for which the individual is eligible and report back within seven (7) calendar days to SBHASO. The report must include a description of all attempts to engage the Individual, any plans made with the Individual to receive treatment, and all plans to contact the Individual on future dates about the treatment plan from this encounter. If the Contractor identifies an individual accesses services at an IHCP, the Contractor shall follow the Tribal Crisis Coordination Protocols. The Contractor may contact the Individual's insurance Provider or treatment Providers including IHCP, as applicable, to ensure services are provided.

5. Next Day Appointments
   a. The Contractor's crisis staff shall offer a next day appointment to any individual who meets the definition of an urgent crisis and has a presentation of signs or symptoms of a behavioral health concern.

   b. The Contractor shall coordinate with the Salish Regional Crisis Line to ensure that next day appointments are accessible to non-Medicaid individuals accessing crisis line services.

6. Endorsed Mobile Rapid Response Crisis Teams

    a. Endorsed Mobile Rapid Response Crisis team staffing standards and service delivery shall be provided in accordance with WAC 182-140.

    b. Contractor shall submit all data from the MRRCT BHDS transaction to Salish BH-ASO no later than nine (9) calendar days after the month end to ensure Salish BH-ASO can determine when an endorsed team meets response time standards.

7. Monitoring of and Treatment for Individuals on Less Restrictive Alternative (LRA) Treatment Orders.

    a. Contractor shall ensure the provision of LRA Monitoring and Treatment for non-Medicaid individuals residing in the Contractor's Service Area.

    b. LRA monitoring shall include, at a minimum, the following:

        I. Assignment of a care coordinator;

        II. An intake evaluation with the provider of the less restrictive alternative treatment;

        III. A psychiatric evaluation;

        IV. A schedule of regular contacts with the provider of the less restrictive alternative treatment;

        V. A transition plan addressing access to continued services at the expiration of the order;

        VI. An individual crisis plan; vii. Consultation about the formation of a mental health advance directive under chapter 71.32 RCW; and

        VII. Notification to the care coordinator assigned in (i) of this section if reasonable efforts to engage the client fail to produce substantial compliance with court-ordered treatment conditions.

        VIII. For the purpose of this section, "care coordinator" means a clinical practitioner who coordinates the activities of less restrictive alternative treatment. The care coordinator coordinates activities with the designated crisis responders that are necessary for

enforcement and continuation of less restrictive alternative orders and is responsible for coordinating service activities with other agencies and establishing and maintaining a therapeutic relationship with the individual on a continuing basis

IX. Contractor shall submit a Least Restrictive Monitoring Report monthly for each individual.

c. In addition to the minimum services listed in (b) above, the contractor shall provide the additional services below when indicated on an LR/CR Order, unless the specified service is not offered by the contractor, at which point, the contractor shall notify SBH-ASO of the circumstance within 3 business days:

I. Medication Management
II. Psychotherapy
III. Nursing
IV. Substance Use Disorder counseling
V. Residential Treatment
VI. Support for housing, benefits, education and employment; and
VII. Periodic court review

8. Rural Health Transformation Project

a. RHTP funds cannot be used to fund or pay for Designated Crisis Responders (DCRs) (or staff acting in a dual role as a DCR) or Involuntary Treatment Act (ITA) services. In compliance with the goals approved by CMS for this funding, HCA is asking the Contractor to increase access to voluntary mobile crisis services in rural counties. This could be done by developing a new team or by adding additional staff to an existing team, depending on the need of the rural county. Staff that could be supported by this funding include mental health professionals (MHPs) that are not DCRs, mental health care providers (MHCPs), behavioral health support specialist (BHSS), and Certified Peer Support Specialists. When adding additional staff to an MRRCT, the Contractor must ensure that providers receive sufficient funding to add at least two (2) additional staff to existing teams to allow for the dyad response outlined in the Mobile Crisis Response Best Practice Guide. When adding additional staff to provide MRSS services, the Contractor must ensure that providers receive sufficient funding to add at least four (4) staff.

b. MRRCTs shall comply with the established Tribal Crisis Coordination Protocols established between the HCA and the Tribe. Until these protocols are completed and agreed upon, the Contractor shall use the most recent

annual plan for providing Crisis and ITA evaluation on Tribal Lands that was agreed upon by the Contractor and the Tribe. If the most recent annual plan is not available, the Contractor shall use the current HCA guidance template: "Navigating a Crisis without a Tribal Crisis Coordination Protocol"

c. MRRCTs should also be focused on improving services and care coordination to Tribal communities within their regions. MRRCTs should understand how to provide services to Tribal communities, follow the Tribal Crisis Coordination Protocols for mobile crisis services, and for individuals who are AI/AN, teams should assist in connecting the individual to services available from a Tribal government or Indian Heath Care Provider (IHCP).

d. MRRCTs should participate in HCA-approved training on the Indian health care delivery system which includes, but is not limited to, the "Tribal Sovereignty and the Indian Health Care System" webinar series addressing culturally appropriate evaluations of AI/AN Individuals available at: https://www.learnabouttreatment.org/tribal-series.Complete required reporting for compliance as indicated.

ATTACHMENT C: BUDGET

Budget Summary

Contractor: Discovery Behavioral Health

Contract No: KC-462-26

Contract Period: October 1, 2026 - September 30, 2027

Expenditure Cost Category	Fund Source	This Budget Period	TOTAL
Budget Period: October 1, 2026 - September 30, 2027			
RHTP			
Personnel	GFS	$200,000.00	$200,000.00
Frings Benefits (20%)	GFS	$40,000.00	$40,000.00
Tablets/ Phones	GFS	$3,500.00	$3,500.00
Training	GFS	$3,000.00	$3,000.00
Basic Items	GFS	$3,500.00	$3,500.00
Transportation Costs	GFS	$5,500.00	$5,500.00
Program Total:		**$255,500.00**	**$255,500.00**
Period total		**$255,500.00**	**$255,500.00**
CONTRACT TOTAL:		$255,500.00	$255,500.00

ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "**Agreement**") is effective as of the January 1, 2026, ("**Effective Date**") by and between SALISH BEHAVIORAL HEALTH-ADMINISTRATIVE SERVICES ORGANIZATION (**SBHASO**) and Click or tap here to enter text.(**Contractor**) (individually, a "**Party**" and, collectively, the "**Parties**").

A. The Parties wish to enter into this Agreement to comply with the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time (collectively, "**HIPAA**").

B. SBHASO is a behavioral health-administrative services organization, a Business Associate of certain upstream Covered Entities ("**Upstream Covered Entities**"), and a lawful holder of Part 2 Information, as defined below, as provided under the Confidentiality of Alcohol and Drug Abuse Patient Records regulations at 42 CFR Part 2 ("**Part 2**"). SBHASO also formerly was a Covered Entity and may continue to Use, Disclose, and maintain PHI from when it was a Covered Entity.

C. The Parties have entered into one or more arrangements (collectively, the "**Service Contract**") under which Contractor will provide certain services to SBHASO that may involve Contractor creating, receiving, maintaining, or transmitting PHI, as defined below, and Contractor may be considered a Subcontractor Business Associate of SBHASO under HIPAA and a subcontractor of a lawful holder under Part 2.

NOW, THEREFORE, in consideration of the Parties' continuing obligations under the Service Contract, their compliance with HIPAA and Part 2, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to this Agreement.

I. **DEFINITIONS.** Except as otherwise defined in this Agreement, capitalized terms in this Agreement shall have the definitions set forth in HIPAA. "**Individual**" shall have the same meaning as the term "Individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g). "**Part 2 Information**" means alcohol abuse, drug abuse, or substance use disorder information covered by Part 2. "**PHI**" shall have the same meaning as the term "Protected Health Information" that is created, received, maintained, or transmitted by Contractor from or on behalf of SBHASO. PHI includes, without limitation, Electronic PHI, mental health information, sexually transmitted disease information, and Part 2 Information. "**PII**" means personally identifiable information as defined under Washington law.

II. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

2.1 **Performance of Service Contract.** Contractor may use and disclose PHI and PII to perform functions, activities, or services for, or on behalf of, SBHASO as specified in the Service Contract as long as the use or disclosure would not violate HIPAA, Part 2, and state and federal laws (collectively, **"Law"**), if done by Salish BH-ASO or an Upstream Covered Entity.

2.2 **Management; Administration; Legal Responsibilities.** Contractor may use PHI and PII for its proper management and administration and to fulfill its legal responsibilities, as long as the uses are permitted under Law for an Upstream Covered Entity, SBHASO, and Contractor.

2.3 **Required by Law.** Except as otherwise limited in this Agreement, Contractor may disclose PHI and PII as Required by Law. Contractor shall: (i) to the extent permitted by Law, immediately

notify SBHASO prior to the disclosure; (ii) cooperate with SBHASO in making any disclosures Required by Law, including efforts to challenge or limit the disclosure; and (iii) provide a copy of all information disclosed relating to this Agreement or the Service Contract.

2.4 **De-Identified Information.** Contractor may not use or disclose PHI or PII to create de-identified information or Limited Data Sets or to otherwise anonymize or aggregate PHI or PII for its own use or disclosure, without prior, express, written approval from SBHASO.

2.5 **Minimum Necessary.** Contractor shall make all reasonable efforts to access, use, disclose, or request only the minimum necessary amount of PHI or PII to accomplish the intended, permitted purpose of the access, use, disclosure, or request. Contractor shall comply with SBHASO's policies and procedures concerning minimum necessary requirements. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Contractor to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

3.1 **Compliance with this Agreement.** Notwithstanding anything to the contrary, Contractor agrees to not use or further disclose PHI or PII other than as permitted or required by this Agreement or as Required by Law.

3.2 **Safeguards**. Contractor agrees to: (i) use appropriate safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement; (ii) implement the administrative, physical, and technical safeguards of the Security Standards for the Protection of Electronic Protected Health Information (the "**Security Rule**") that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI; (iii) comply with those requirements under the Security Rule that apply to Business Associates; and (iv) implement appropriate safeguards to protect Part 2 Information.

3.3 **Notification.**

3.3.1 **Impermissible Use or Disclosure.** Contractor shall report to SBHASO any use or disclosure of PHI or PII not permitted under this Agreement, regardless of whether the use or disclosure rises to the level of a Breach.

3.3.2 **Security Incident**. Contractor shall report to SBHASO any Security Incident of which Contractor becomes aware, regardless of whether the Security Incident rises to the level of a Breach. This Agreement constitutes notification of "unsuccessful" Security Incidents that do not present a risk to PHI or PII such as: (i) "pings" on an information system firewall; (ii) port scans; and (iii) attempts to log on to an information system or enter a database with an invalid password or user name.

3.3.3 **Breach Notification.** Contractor shall report any Breach of Unsecured PHI, as required by the Notification of a Breach of Unsecured Protected Health Information Standards (the "**Breach Notification Rule**").

3.3.4 **Part 2 Information.** Contractor shall report to SBHASO unauthorized uses, disclosures, or breaches of Part 2 Information.

3.3.5 **Reporting Requirements**. Contractor shall make the report as soon as practical and in any event within five (5) business days of Contractor's discovery of one of the events described in Sections 3.3.1, 3.3.2, 3.3.3, and 3.3.4 (each, an "**Event**"). Contractor shall supplement the information provided in the report as it becomes available. An Event

shall be treated as discovered by Contractor as of the first day on which the Event is known to Contractor or, through the exercise of reasonable diligence, would have been known to Contractor.

3.3.6 **Content of Notification.** Contractor shall provide: (i) information as required by the Breach Notification Rule and to fully inform SBHASO of each Event; and (ii) any additional information requested by SBHASO. At a minimum, the report of an Event shall include, to the extent possible:

(a) The identification of each Individual whose PHI or PII has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during or as a result of the Event;

(b) A brief description of what happened, including the date of the Event and the date of discovery of the Event;

(c) A description of the types of PHI or PII involved in the Event (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(d) Any steps Individuals should take to protect themselves from potential harm resulting from the Event;

(e) A brief description of what Contractor is doing to investigate the Event, to mitigate harm to Individuals, and to protect against any further Events; and

(f) Contact procedures for SBHASO or Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

3.4 **Subcontractors.** Contractor shall ensure any Subcontractor whom Contractor permits to create, receive, maintain, or transmit PHI or PII on behalf of Contractor or SBHASO, agrees in writing: (i) to the same restrictions and conditions that apply through this Agreement to Contractor; and (ii) to comply with the requirements of the Security Rule that apply to Business Associates. Contractor shall not permit a Subcontractor to create, receive, maintain, or transmit PHI or PII unless Contractor has performed adequate due diligence on the Subcontractor and found Subcontractor's safeguards appropriate.

3.5 **Restrictions.** Contractor agrees to comply with any requests for restrictions on certain uses and disclosures of PHI or PII of which SBHASO informs Contractor.

3.6 **Access.** At the request of SBHASO, within ten (10) business days, unless a shorter time period is requested, in the manner, form, and format requested by SBHASO, Contractor shall make available PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for access to PHI and PII in accordance with the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Rule**") and other Law. In the event an Individual requests from Contractor access to PHI or PII, Contractor, to the extent permitted by Law, shall forward the request to SBHASO within two (2) business days.

3.7 **Amendment.** At the request of SBHASO in a reasonable time and manner and in the form and format requested by SBHASO, Contractor shall make amendments to PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for an amendment by SBHASO in accordance with the Privacy Rule and other Law. In the event an Individual requests from Contractor any amendments, to the extent permitted by Law, Contractor shall forward the request to SBHASO within two (2) business days.

3.8 **Accounting of Disclosures.** Contractor shall document any disclosures that are required to be in an accounting of disclosures under the Privacy Rule and, upon request, shall provide information required to be included in an accounting of disclosures to SBHASO to permit SBHASO or an Upstream Covered Entity to comply with the Privacy Rule and other Law. In the event an Individual requests from Contractor, an accounting of disclosures, to the extent permitted by law, Contractor shall forward the request to Salish BH-ASO within two (2) business days.

3.9 **Disclosures to the Secretary.** Contractor agrees that it will make its internal practices, books, and records available to the Secretary of the United States Department of Health and Human Services (the "**Secretary**"), for the purpose of determining an Upstream Covered Entity's, SBHASO's or Contractor's compliance with HIPAA, and to SBHASO for the purpose of determining Contractor's compliance with this Agreement, HIPAA, and other Law, in a time and manner designated by the Secretary or SBHASO. Contractor: (i) immediately shall notify Salish BH-ASO of any requests from the Secretary pertaining to an investigation of an Upstream Covered Entity's, SBHASO's, or Contractor's compliance with HIPAA; (ii) cooperate with Salish BH-ASO in responding to the Secretary's request; and (iii) provide to SBHASO a copy of all documents provided to the Secretary.

3.10 **Part 2 Information.**

3.10.1 **Part 2 Obligations of Contractor.** To the extent that, in performing services for or on behalf of SBHASO under the Service Contract, Contractor uses, discloses, maintains, or transmits Part 2 Information, Contractor acknowledges and agrees that it: (i) is fully bound by Part 2; (ii) with respect to Part 2 Information received by SBHASO pursuant to an authorization or consent, will limit its use and disclosure of Part 2 Information to Payment and Health Care Operations purposes; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to Part 2 Information except as permitted by Part 2.

3.10.2 **Notice.** 42 CFR Part 2 prohibits unauthorized disclosure of these records.

3.10.3 **Redisclosure.** Contractor shall not redisclose Part 2 Information to a third party unless the third party is a contract agent of Contractor helping Contractor provide services under the Service Contract and only as long as the agent further discloses Part 2 Information only back to Contractor or SBHASO.

3.10.4 **Compliance**. Contractor acknowledges that any unauthorized disclosure of Part 2 Information may be a federal criminal offense.

3.11 **Sexually Transmitted Disease Information Notice.** With respect to sexually transmitted disease information: This information has been disclosed to you (Contractor) from records whose confidentiality is protected by state law. State law prohibits you from making any further disclosure of it without the specific written authorization for the release of medical or other information is NOT sufficient for this purpose.

3.12 **Covered Entity Obligations.** To the extent that Contractor is to carry out one or more of Covered Entity obligations under the Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to a Covered Entity in the performance of the obligations.

3.13 **On-Site Services.** Contractor agrees that, while present at any SBHASO facility and/or when accessing SBHASO's computer networks, it and all of its Workforce, agents, and Subcontractors at all times will comply with any network access and other security practices, policies, and

procedures established by SBHASO including, without limitation, those established pursuant to HIPAA.

3.14 **No Sale of PHI**. Contractor agrees that it will not directly or indirectly receive remuneration in exchange for any PHI or PII without: (a) the written authorization of each applicable Individual, except when expressly permitted by the Privacy Rule; and (b) the advance written permissions of SBHASO.

3.15 **No Impermissible Marketing or Fundraising Communication.** Contractor agrees that it will not engage in Marketing or fundraising communications that would not be permitted by SBHASO or an Upstream Covered Entity under HIPAA.

3.16 **Mitigation.** Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or PII by Contractor in breach of this Agreement, failure to comply with applicable Law, and any Event, as defined in Section 3.3.

3.17 **Compliance with Applicable Law.** Contractor shall comply with applicable Law. Contractor shall not act or fail to act in a manner that causes SBHASO to not be in compliance with applicable Law.

IV. OBLIGATIONS OF SBHASO. SBHASO shall not request Contractor to act in a manner that is not permissible under HIPAA.

V. TERM AND TERMINATION.

5.1 **Term.** The term of this Agreement shall be effective as of the Effective Date and shall terminate upon the expiration or termination of the Service Contract.

5.2 **Termination.** Upon SBHASO's knowledge of a material breach by Contractor of its obligations under this Agreement, SBHASO may notify Contractor, and Contractor shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. Notwithstanding anything to the contrary in the Service Contract, if Contractor fails to cure the breach or end the violation within the designated time period, then SBHASO immediately may terminate the Service Contract upon notice.

5.3 **Effect of Termination.**

5.3.1 **Return or Destruction**. Except as provided in 5.3.2, upon termination of this Agreement, Contractor, within ten (10) days, shall return or destroy all PHI and PII. Any destruction shall be in a manner consistent with HIPAA and related guidance. This provision also shall apply to PHI and PII that is in the possession of agents or Subcontractors of Contractor. Neither Contractor nor its agents or Subcontractors shall retain copies of the PHI. Upon request, Contractor shall provide a certificate of appropriate destruction of the PHI and PII.

5.3.2 **Continued Protections**. In the event that Contractor determines that returning or destroying the PHI and PII is infeasible, Contractor shall provide within ten (10) days to SBHASO notification of the conditions that make return or destruction infeasible of PHI and PII. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible and to the extent Contractor retains knowledge of the PHI and PII, Contractor shall extend the protections of this Agreement to the PHI and PII and limit further uses and disclosures of the PHI and PII to those purposes that make the return or destruction infeasible, for as long as Contractor maintains, or retains knowledge of, the PHI or PII.

VI. MISCELLANEOUS.

6.1 **Indemnification Obligation.** Notwithstanding anything to the contrary in the Service Contract, Contractor will indemnify, defend at SBHASO's request, and hold harmless SBHASO, its Workforce, County Authorities Executive Committee, Advisory Board, partners, agents, and Subcontractors (collectively "**SBHASO Indemnified Parties**") from and against any and all claims, actions, investigations, proceedings, losses, liability, damages, costs, and expenses (including attorneys' fees, costs of defense, and costs of investigation, mitigation, remediation, and notification) incurred or suffered by an SBHASO Indemnified Party (collectively, "**Damages**") that arise out of, result from, allege, or relate to any of the following: (i) Contractor's breach of this Agreement, including any breach of any representation or warranty; (ii) any Event reported by Contractor under this Agreement; (iii) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (iv) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.

6.2 **Coverage of Costs.** In addition, and without limitation of Supplier's obligations under Section 6.1, Supplier will pay the reasonable costs incurred by SBHASO and any affected Upstream Covered Entities in connection with the following items with respect to any Event: (a) any investigation to determine the cause of an Event, including forensic consultations; (b) legal advice regarding an Event; (c) provision of notification of an Event to affected Individuals, applicable government, relevant industry self-regulatory agencies, and the media; (d) provision of credit monitoring and/or identity theft services to affected Individuals; (e) operation of a call center to respond to questions from Individuals; and (f) other reasonable mitigation efforts as deemed necessary or appropriate by SBHASO and any affected Upstream Covered Entity.

6.3 **Process for Indemnification.** SBHASO will notify Contractor of any Damages for which it seeks indemnification. Upon a SBHASO request for defense, Contractor will use counsel reasonably satisfactory to the SBHASO Indemnified Parties to defend each claim related to the Damages and will keep the SBHASO Indemnified Parties informed of the status of the defense of each of the Damages. SBHASO will give Contractor reasonable assistance, at Contractor's expense, as Contractor may reasonably request. SBHASO will provide Contractor the opportunity to assume sole control over defense and settlement, as long as Contractor will not consent to the entry of any judgment or enter into any settlement without the SBHASO Indemnified Parties' prior written consent, which will not be unreasonably withheld. Any SBHASO Indemnified Party may participate in the defense at its own expense. Contractor's duty to defend is independent of its duty to indemnify, to mitigate, or to cover costs.

6.4 **Not Limited by Insurance Coverage.** Contractor's indemnification, mitigation, coverage of costs, and defense obligations will not be limited in any manner whatsoever by any required or other insurance coverage maintained by Contractor.

6.5 **No Limitations on Liability**. Notwithstanding any other provision of this Agreement or the Service Contract, in no event will any exclusions, disclaimers, waivers, or limitations of any nature whatsoever apply to any damages, liability, rights, or remedies arising from or in connection with: (i) Contractor's indemnification and defense obligations under this Agreement; (ii) Contractor's breach of this Agreement, including any breach of any representation or warranty; (iii) any Event reported by Contractor; (iv) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (v) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.

6.6 **Ownership of Information**. The Parties agree that Contractor shall not have an ownership interest in PHI or PII or any derivations of the PHI or PII.

6.7 **Insurance.** Contractor shall maintain appropriate and adequate insurance coverage, including cyber insurance, to cover Contractor's obligations pursuant to this Agreement. Upon request, Contractor shall provide evidence of insurance coverage.

6.8 **Equitable and Injunctive Relief.** The Parties acknowledge that the use or disclosure of PHI or PII in a manner inconsistent with this Agreement may cause SBHASO and its Upstream Covered Entities irreparable damage and that SBHASO and its Upstream Covered Entities shall have the right to equitable and injunctive relief, without having to post bond, to prevent the unauthorized use or disclosure of PHI or PII and to damages as are occasioned by an Event in addition to other remedies available at law or in equity. SBHASO's and Upstream Covered Entities' remedies under this Agreement and the Service Contract shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

6.9 **Third Party Beneficiaries**. Notwithstanding anything to the contrary in the Service Contract or this Agreement, Individuals who are the subject of PHI shall be third party beneficiaries to this Agreement. Subject to the foregoing, nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

6.10 **Interpretation.** This Agreement shall be interpreted in a manner consistent with the Parties' intent to comply with HIPAA, Part 2, and other Law. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, Part 2, and other Law. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. In the event of any inconsistency between this Agreement and the Service Contract or any other agreement between the Parties, the terms of this Agreement shall control. Nothing in this Agreement shall be construed as a waiver of any legal privilege or protection, including for trade secrets or confidential commercial information.

6.11 **Survival.** The obligations of Contractor under Sections 3.2, 3.3, 3.6, 3.8, 3.10, 3.11, 3.14, 3.16, 5.3, 6.1, 6.2, 6.3, 6.4, 6.6, 6.8, and 6.9 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Contract, and/or the business relationship of the Parties, and shall continue to bind Contractor, its Workforce, agents, employees, subcontractors, successors, and assigns as set forth in this Agreement.

6.12 **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in HIPAA and Part 2.

6.13 **Assignment.** Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

6.14 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. No agency relationship is deemed created by this Agreement.

6.15 **Governing Law.** To the extent this Agreement is not governed exclusively by HIPAA, Part 2, or other Law, it will be governed by and construed in accordance with the laws of the State of Washington.

6.16 **No Waiver.** No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

6.17 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

6.18 **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

6.19 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, oral or written.

ATTACHMENT E: EXHIBIT E - DATA USE, SECURITY AND CONFIDENTIALITY

1 Definitions

The definitions below apply to this Attachment:

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

1.2 **"Breach"** means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality or integrity of the Data.

1.3 **"Business Associate"** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

1.4 **Business Associate Agreement"** means the HIPAA Compliance section of this Exhibit and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

1.5 **"Covered Entity"** means HCA, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by tis health care components.

1.6 **"Data"** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Attachment, Data means the same as "Confidential Information."

1.7 **"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.

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

1.9 **"Electronic Protected Health Information (ePHI)"** means Protected Health Information that is transmitted by electronic media or maintained as described in the definition of electronic media at 45 C.F.R. § 160.103.

1.10 **"Hardened Password"** after July 1, 2019 means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

1.10.1 Passwords for external authentication must be a minimum of 10 characters long.

1.10.2 Passwords for internal authentication must be a minimum of 8 characters long.

1.10.3 Passwords used for system service or service accounts must be a minimum of 20 characters long.

1.11 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.

1.12 **"HIPAA Rules"** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

1.13 **"Medicare Data Use Requirements"** refers to the four documents attached and incorporated into this Exhibit as Schedules 1, 2, 3, and 4 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.

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

1.15 **"Portable/Removable Media"** means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).

1.16 **"Portable/Removable Devices"** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.

1.17 **"PRISM"** means the DSHS secure, web-based clinical decision support tool that shows administrative data for each Medicaid Client and is organized to identify care coordination opportunities.

1.18 **"Protected Health Information"** or "PHI" has the same meaning as in HIPAA except that it in this Contract the term includes information only relating to individuals.

1.19 **"ProviderOne"** means the Medicaid Management Information System, which is the State's Medicaid payment system managed by HCA.

1.20 **"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.

1.21 **"Tracking"** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

1.22 **"Transmitting"** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.

1.23 **"Transport"** means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a local area network); and is accomplished other than via a Trusted System.

1.24 **"Trusted System(s)"** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

1.25 **"U.S.C."** means the United States Code. All references in this Exhibit to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at http://uscode.house.gov/

1.26 **"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.

1.27 "**Use"** includes the sharing, employment, application, utilization, examination, or analysis, of Data.

2 Data Classification

2.1 The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4 of this Exhibit, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at https://ocio.wa.gov/policies/141-securing- information-technology-assets/14110-securing-information-technology-assets.)

The Data that is the subject of this Contract is classified as Category 4 – Confidential Information Requiring Special Handling. Category 4 Data is information that is specifically protected from disclosure and for which:

2.1.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;

2.1.2 Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3 Purpose

6.1 This Exhibit E covers all data sharing, collection, maintenance, and Use of Data by Contractor for work performed under the Contract.

4 PRISM Access – N/A

5 Constraints on Use of Data

5.1 This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any ad hoc analyses or other use or reporting of the Data is not permitted without SBHASO's and HCA's prior written consent.

5.2 Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42

C.F.R. Party 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.

6.2.2.1 The information received under subsection 7.7 of the Contract is also protected by federal law, including 42 C.F.R. Part 2, Subpart D, § 2.53, which requires HCA and their Subcontractors to:

5.2.1.1 Maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 C.F.R. § 2.16;

5.2.1.2 Retain records in compliance with applicable federal, state, and local record retention laws; and

5.2.1.3 Comply with the limitations on disclosure and use in 42 C.F.R. Part 2, Subpart D, § 2.53(d).

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

5.4 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.

5.2.1 Contractor must identify:

5.2.2 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and

5.2.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.

5.2.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.

6 Security of Data

6.1 Data Protection

6.1.1 The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

6.1.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

6.1.1.2 Physically securing any computers, documents, or other media containing the Confidential Information

6.2 Data Security Standards

6.2.1 Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

6.2.2 Data Transmitting

6.2.2.1 When transmitting Data electronically, including via email, the Data must be encrypted using NIST 800-series

approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.

6.2.2.2 When transmitting Data via paper documents, the Contractor must use a Trusted System.

6.2.3 Protection of Data. The Contractor agrees to store and protect Data as described.

6.2.3.1 Data at Rest:

6.2.3.1.1 Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems that contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

6.2.3.2 Data stored on Portable/Removable Media or Devices

6.2.3.2.1 Confidential Information provided by SBHASO or HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

6.2.3.2.2 HCA's Data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:

6.2.3.2.2.1 Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

6.2.3.2.2.2 Controlling access to the devices with a Unique User ID and Hardened Password or

stronger authentication method such as a physical token or biometrics;

6.2.3.2.2.3 Keeping devices in locked storage when not in use;

6.2.3.2.2.4 Using check-in/check-out procedures when devices are shared;

6.2.3.2.2.5 Maintaining an inventory of devices; and

6.2.3.2.2.6 Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.

6.2.3.3 Paper Documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

6.2.4 Data Segregation

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

6.2.4.2 HCA's Data must be kept in one of the following ways:

6.2.4.2.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only HCA Data;

6.2.4.2.2 In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data;

6.2.4.2.3 In a database that contains only HCA Data;

6.2.4.2.4 Within a database – HCA data must be distinguishable from non- HCA Data by the

value of a specific field or fields within database records;

6.2.4.2.5 Physically segregated from non-HCA Data in a drawer, folder, or other container when stored as physical paper documents.

6.2.4.3 When it is not feasible or practical to segregate HCA's Data from non-HCA data, both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Exhibit.

6.3 Data Disposition

6.3.1 Upon request by SBHASO or HCA, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to HCA or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.

6.3.2 Media are to be destroyed using a method documented within NIST 800-88 (http://csrc.nist.gov/publications/PubsSPs.html).

6.3.3 For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4.b.iii, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

7 Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality.

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

7.1.1.1 as provided by law; or

7.1.1.2 with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

7.2 Non-Disclosure of Data

7.2.1 The Contractor will ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both

employees who will use the Data and IT support staff) are instructed and aware of the use restrictions and protection requirements of this Attachment before gaining access to the Data identified herein. The Contractor will ensure that any new employee is made aware of the use restrictions and protection requirements of this Attachment before they gain access to the Data.

7.2.2 The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available to SBHASO or HCA upon request.

7.3 Penalties for Unauthorized Disclosure of Data

7.3.1 The Contractor must comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

7.3.2 The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

8 Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract.
However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor. Contractor must provide an attestation by January 31, each year that all Subcontractor meet, or continue to meet, the terms, conditions, and requirements in this Attachment.

9 Data Breach Notification

9.1 The Breach or potential compromise of Data must be reported to the SBHASO Privacy Officer at **iclauson@kitsap.gov** and to the SBHASO Contract Manager at **jkron@kitsap.gov** within five (5) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:

9.1.1 The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;

9.1.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;

9.1.3 A description of the types of PHI involved;

9.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;

9.1.5 Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been used or disclosed and the steps those Individuals should take to protect themselves; and

9.1.6 Any other information SBHASO or HCA reasonably requests.

9.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.

9.3 The Contractor must notify SBHASO in writing, as described in 9.1 above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.

9.4 At SBHASO's or HCA's request, the Contractor will provide draft Individual notification to HCA at least five (5) business days prior to notification, and allow HCA an opportunity to review and comment on the notifications.

9.5 At SBHASO's or HCA's request, the Contractor will coordinate its investigation and notifications with HCA and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.

10 HIPAA Compliance

The Contractor is a "Business Associate" of SBHASO as defined in the HIPAA Rules.

10.1 HIPAA Point of Contact. The point of contact for the Contractor for all required HIPAA-related reporting and notification communications from this Section and all required Data Breach Notification from Section 9, is:

Salish Behavioral Health Administrative Services Organization
Attention: Ileea Clauson, Privacy Officer

614 Division St., MS-23
Port Orchard, WA 98366
Telephone: (360) 337-4833
Email: IClauson@kitsap.gov

10.2 Compliance. Contractor must 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 for Civil Rights, as applicable.

10.3 Use and Disclosure of PHI. Contractor is limited to the following permitted and required uses or disclosures of PHI:

10.3.1 Duty to Protect PHI. Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protect Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.

10.3.2 Minimum Necessary Standard. Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contractor. See 45 C.F.R. § 164.514(d)(2) through (d)(5).

10.3.3 Disclosure as Part of the Provision of Services. Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.

10.3.4 Use for Proper Management and Administration. Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

10.3.5 Disclosure for Proper Management and Administration. Contractor may disclosure PHI for the proper management and administration of Contractor, subject to HCA approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor 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 Contractor of any instances of which

it is aware in which the confidentiality of the information has been Breached.

10.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, 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 C.F.R. § 164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by SBHASO or HCA, Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

10.3.7 Failure to Cure. If SBHASO learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Attachment and reasonable steps by the Contractor do not end the violation, SBHASO may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.

10.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by SBHASO, if SBHASO determines Contractor has violated a material term of this Business Associate Agreement. SBHASO may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

10.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of SBHASO or HCA, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to HCA for use in determining compliance with HIPAA privacy requirements.

10.3.10 Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from SBHASO or HCA, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of SBHASO or HCA, Contractor must:

10.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;

10.3.10.2 Return to SBHASO or HCA or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;

10.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;

10.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions section out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and

10.3.10.5 Return to SBHASO or HCA or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.

10.3.11 Survival. The obligations of Contractor under this Section will survive the termination or expiration of the Contract.

10.4 Individual Rights.

10.4.1 Accounting of Disclosures.

10.4.1.1 Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.

10.4.1.2 Within ten (10) business days of a request from SBHASO or HCA, Contractor will make available to HCA the information in Contractor's possession that is necessary for HCA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).

10.4.1.3 At the request of SBHASO or HCA, or in response to a request made directly to the Contractor by an Individual, Contractor will 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.

10.4.1.4 Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the ten (10) years prior to the date on which the accounting was requested.

10.4.2 Access.

10.4.2.1 Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by HCA or the Individual as necessary to satisfy HCA's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.

10.4.2.2 When the request is made by the Individual to the Contractor or if SBHASO or HCA ask the Contractor to respond to a request, the Contractor must comply with requirements in 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information, on form, time and manner of access. When the request is made by HCA, the Contractor will provide the records to HCA within ten (10) business days.

10.4.3 Amendment.

10.4.3.1 If SBHASO or HCA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and SBHASO or HCA has previously provided the PHI or record that is the subject of the amendment to Contractor, then SBHASO will inform Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.

10.4.3.2 Contractor will make any amendments to PHI in a Designated Record Set as directed by SBHASO or HCA or as necessary to satisfy SBHASO's and HCA's obligations under 45 C.F.R.§ 164.526, Amendment of Protected Health Information.

10.5 Subcontracts and other Third Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor'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 Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).

10.6 Obligations. To the extent the Contractor is to carry out one or more of HCA's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to HCA in the performance of such obligation(s).

10.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact 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 HCA of the outcome of that action. Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

10.8 Miscellaneous Provisions.

10.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

10.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

11 Inspection

SBHASO and HCA reserve the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by Contractor during the terms of this Contract. All SBHASO and HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

12 Indemnification

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

ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

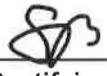
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection 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:



10/23/26

Signature of Certifying Official | Date

ATTACHMENT G: 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:

Scott Blakley
Name:

Chief Executive Officer
Title:

Date: 10/23/26

ATTACHMENT H: FEDERAL AWARD TERMS

Not allowed:

1. Pre-award costs.

2. Meeting matching requirements for any other federal funds or local entities.

3. Services, equipment, or supports that are the legal responsibility of another party under federal, State, or tribal law, such as vocational rehabilitation or education services.

4. Services, equipment, or supports that are the legal responsibility of another party under any civil rights law, such as modifying a workplace or providing accommodations that are obligations under law.

5. Goods or services not allocable to the project.

6. Supplanting existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries.

7. Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of the capital or useful life as a direct cost.

8. The cost of independent research and development, including their proportionate share of indirect costs. See 2 CFR 300.477.

9. Funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order.

10. Purchase of covered telecommunications and video surveillance equipment (See 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband internet costs.

11. Meals, unless in limited circumstances such as:
    - 11.1 Subjects and patients under study.
    - 11.2 Where specifically approved as part of the project or program activity, such as in programs providing children's services.

11.3 As part of a per diem or subsistence allowance provided in conjunction with allowable travel

12. Activities prohibited under 2 CFR 200.450 and the HHS Grants Policy Statement, including but not limited to:

13. Paying the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any State government, State legislature, or local legislature or legislative body.

14. Lobbying, but awardees can lobby at their own expense if they can segregate federal funds from other financial resources used for lobbying.

15. To replace payment for clinical services that could be reimbursed by insurance.

16. Funding cannot be used for initiatives that fund certain cosmetic and experimental procedures that fall within the definition of a specified sex-trait modification procedure at 45 CFR 156.400 because that is beyond the scope of this program. eCFR: 45 CFR 156.400 -- Definitions.

17. Clinician salaries or wage supports for facilities that subject clinicians to non-compete contractual limitations.

18. None of the funding shall be used by the State for an expenditure that is attributable to an intergovernmental transfer, certified public expenditure, or any other expenditure to finance the non-Federal share of expenditures required under any provision of law.

19. SSA Section 2105(c), paragraphs (1), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual. Social Security Act §2105

Funding Limitations

ATTACHMENT H: FEDERAL AWARD TERMS

1. Category J funding (renovations or alterations) cannot exceed 20% of the total funding CMS awards States in a given budget period

2. Funding for provider payments, as described in category B of the program requirements and expectations use of funds section, cannot exceed 15% of the total funding CMS awards States in a given budget period.

3. No more than 5% of total funding CMS awards to a State in a given budget period can support funding the replacement of an EMR system if a previous HITECH certified EMR system is already in place as of September 1, 2025.

4. Funding towards initiatives similar to the "Rural Tech Catalyst Fund Initiative" (as described in the appendix) cannot exceed the lesser of (1) 10% of total funding awarded to a State in a given budget period or (2) $20M of total funding awarded to a State in a given budget period, and funding is subject to all restrictions and requirements described in the example initiative.

5. The salary rate limitation in the current appropriations act applies to this program. As of January 2025, the salary rate limitation is $225,700.

6. If you earn any money from your award-supported project activities (known as program income), you must use it for the purposes and under the conditions of the award. Find more about program income at 2 CFR 200.307. eCFR :: 2 CFR 200.307 -- Program income.

7. The rules listed in 2 CFR Part 200 and applicable provisions in 2 CFR Part 300, Uniform Administrative Requirements, Cost Principles, and Audit Requirements. As of October 1, 2025, HHS will adopt 2 CFR Part 200, with some modifications included in 2 CFR Part 300. These regulations replace those in 45 CFR Part 75. eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, eCFR :: 2 CFR Part 300 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, eCFR :: 45 CFR Part 75 (Sept. 30, 2025) -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards
8. The HHS Grants Policy Statement (GPS). This document has terms and conditions tied to your award. If there are any exceptions to the GPS, they'll be listed in your Notice of Award. Grants Policies & Regulations | HHS.gov

ATTACHMENT H: FEDERAL AWARD TERMS

9. All federal statutes and regulations relevant to federal financial assistance, including those highlighted in the HHS Administrative and National Policy Requirements. Grants Policy Statement

10. All antidiscrimination laws: By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams.

11. The authorizing statute, Section 71401 of Public Law 119-21.

12. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply with all administrative and national policy requirements

13. You must create a cybersecurity plan if your project involves both of the following conditions:
    - 13.1 You have ongoing access to HHS information or technology systems.
    - 13.2 You handle personal identifiable information (PII) or personal health information (PHI) from HHS.

Notice of Award # RHTCMS332044-01-00 / FAIN # RHTCMS332044

Not including duplicated requirements from Notice of Funding Opportunity)

1. Medicare and Medicaid anti-kickback statute is hereby incorporated by reference: 42 U.S.C. § 1320a-7b.

2. Prior approval is required: Activities that require prior approval are further detailed in HHS grant 2 CFR 200.407, Prior written approval (prior approval), 2 CFR 200.308, Revision of budget and program plans, and the HHS Grants Policy Statement.

3. Revision of Budget and Program Plans. Recipients must consult and comply with requirements outlined under 2 CFR 200.308, Revision of budget and program plans.

4. Travel Costs. Recipients must comply with the requirements in 2 CFR 200.475

5. Human Subjects Protection. If applicable to recipient's program, the recipient bears ultimate responsibility for protecting human subjects under the award...

ATTACHMENT H: FEDERAL AWARD TERMS

6. Privacy and Security of Health Information. The recipient shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before applicable program activities begin to protect the privacy and security of individually identifiable health information...

7. Employee Whistleblower Protections

8. Mandatory Disclosures. Consistent with 2 CFR 200.113, Mandatory disclosures, applicants and recipients must promptly disclose, in writing, to CMS with a copy to the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award

9. Suspension and Debarment Regulations. 2 CFR 200.214 is incorporated herein by reference

10. Appropriations Provision. The Department of Health and Human Services (HHS) operates under Appropriations and Extensions Acts

11. Health Information Technology (HIT) Interoperability Language. Recipient is subject to the Health Information Technology and Interoperability requirements stated here.

12. CMS recipients and subrecipients must comply with the cost principles set forth in HHS regulations at 2 CFR 200, Subpart E.

13. See also 200.315(b), Intangible Property.

14. This NoA is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as implemented by 2 CFR Part 170.

15. HHS recipients must record recipient expenses in real-time as well as submit quarterly, semi-annual, or annual expenditure Federal Financial Reports (FFRs)

16. Stevens Amendment

17. 2 CFR 200.312, Federally owned and exempt property, is incorporated herein by reference.

ATTACHMENT H: FEDERAL AWARD TERMS

18. In accordance with 2 CFR 200.448, Intellectual Property

19. AUDIT REPORTING (SEE 2 CFR 200.501, Audit requirements)

20. Affirmative Duty to Track All Parties to the Award. Recipient must at a minimum regularly track all subrecipients, including subrecipient key personnel and subcontractors in SAM.gov.

An official website of the United States government. Here's how you know >

Visit our tips page to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov.

Exclusions Search Results: Entities

No Results were found for

Discovery Behavioral Health

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

Search Again

Search conducted 9/17/2026 12:07:16 PM EST on OIG LEIE Exclusions database.
Source data updated on 9/10/2026 8:01:00 AM EST

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