	INTERAGENCY AGREEMENT AMENDMENT	HCA Contract No.: K4237 Amendment No.: 03
THIS AMENDMENT TO THE INTERAGENCY AGREEMENT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME Harborview Medical Center on behalf of University of Washington	CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 325 Ninth Avenue Seattle, WA 98294	WASHINGTON Taxpayer Identification Number (TIN) and SWV Number 91-1631806 SWV0024602 04	

WHEREAS, HCA and Contractor previously entered into an Interagency Agreement (IAA) to develop, disseminate and provide technical assistance for evidence-based programs and curricula that improve overall quality of care for individuals receiving substance use and co-occurring disorder treatment, and;

WHEREAS, HCA and Contractor wish to amend the Agreement pursuant to Section 6 to incorporate additional Scopes of Work, and additional funding;

NOW THEREFORE, the parties agree the Agreement is amended as follows:


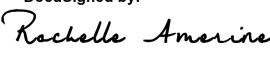
1. Section 2. STATEMENT OF WORK is hereby deleted and replaced in its entirety, and is attached hereto and incorporated herein.
2. Section 4. PAYMENT is hereby deleted and replaced in its entirety with the following:

4. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$1,066,355.00**. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Contractor must submit an invoice on Form A-19 with accompanying final report thirty (30) days following Event completion. Compensation for services will be based on the following rates identified in Section 2. STATEMENT OF WORK. Invoices must be emailed to HCABHAccountsPayable@HCA.WA.GOV with a copy to steve.perry@hca.wa.gov. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement. Subject line of email must include the following naming convention: HCA contract (K) number, contractor name, reporting month, year, number of invoices submitted during the reporting period. For example "K1234-HCA-01-2020-1".

3. Attachment 1. **Federal Funding Accountability and Transparency Act (FFATA)**, is included and incorporated herein.
4. Attachment 2. **Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms**.
5. Attachment 3. **Federal Compliance, Certifications, and Assurances**.
6. This Amendment will be effective July 15, 2020 (“Effective Date”).
7. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

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

<p>CONTRACTOR SIGNATURE</p> <p>DocuSigned by:  <small>760A14CCEC0140E...</small></p>	<p>PRINTED NAME AND TITLE</p> <p>Paul Hayes, RN Chief Executive Officer</p>	<p>DATE SIGNED</p> <p>11/25/2020</p>
<p>HCA SIGNATURE</p> <p>DocuSigned by:  <small>71E17EEBRC77AE7</small></p>	<p>PRINTED NAME AND TITLE</p> <p>Rachelle Amerine Contracts Administrator</p>	<p>DATE SIGNED</p> <p>12/11/2020</p>

2. STATEMENT OF WORK

The Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A. Evidence- Based Practice Curriculum and Training

1. Hire a Lead Training Coordinator to manage training network.
2. Execute subcontract(s) to provide training on (EBP), Promising Practice, culturally specific, innovative, and or promising approaches.
3. Develop and disseminate evidence-based and or promising programs and one curricula to improve the delivery and overall quality of care for individuals receiving inpatient and/or outpatient treatment for substance use and co-occurring disorders. Training and curricula to include up to date videos and written materials for agencies to use.
 - i. A five part video series will be produced and distributed to two cohorts of four provider agencies with up to ten SUD providers per agency;
 - ii. One packet of instructional materials will be distributed to participants that includes a curricula overview, slide presentation, worksheets, flyers, and recommendations for incorporating best practices into the agency's business model. Contractor will provide technical assistance to support agency adoption of the EBP curriculum.
4. Topics shall include sustainable strategies for integrated case-based and system-level training, behavioral health tele health services, and organizational readiness for two cohorts of up to four agencies and ten providers per session. The Contractor will evaluate the effectiveness of implementation and provide recommendations for future improvement, replication and or expansion.
5. Develop a plan for rapid deployment of a statewide behavioral health telehealth, training and technical assistance initiative.
 - i. Develop and implement a governance structure to advise on priority training and TA needs, provide oversight and direction, and align stakeholder efforts. Committee structures to include charters.
 - ii. Launch a weekly, or more often, series of webinars designed to teach behavioral health providers how to incorporate telehealth into their practice. Initial lessons should include basic instruction and gradually evolve to EBP learning communities.
 - iii. Design formal and informal survey methods to quickly identify provider needs for technology, technical assistance, billing, and staff training.
6. Contractor will provide up to 15 months of technical assistance in person or online.
7. Develop online training portal.
8. Create a statewide framework for policies, workforce, and trainings to coordinate the sustainable delivery of training to providers.
 - i. Convene stakeholders to identify strategies for sustainability. Stakeholders will include but not limited to King County, Accountable Communities of Health, Mental Health Technology Transfer Center, Addiction Technology Transfer Center, Managed Care Organizations, and Alcohol and Drug Abuse Institute.
9. Develop recommendations for sustainability, replication, and/or expansion.
 - i. Contractor will evaluate the effectiveness of implementation and provide recommendations to HCA for future improvement, replication, and/or expansion. Final recommendations are must be complete by June 30, 2021 and submitted to Contract Manager with the final invoice due sixty (60) days after the completion the Contract.
10. Reporting

- i. Quarterly Reports to include an invoice for work completed submitted thirty days after each quarter.
- ii. Submit a final report to include an evaluation of training and TA assistance, and recommendations outlining a plan for sustainability, replication and/or expansion of trainings, and technical assistance.
- iii. Subject line of email must include the following naming convention: HCA contract (K) number, contractor name, reporting month, year, number of invoices submitted during the reporting period. For example "K1234-HCA-01-2020-1".

11. Deliverables Table

Deliverables		Due Date	Amount Year 1	Amount Year 2
1	Hire Lead Training Coordinator.	4/1/2020	\$91,875	
2	Execute sub contract to deliver training.	6/30/2020	\$20,000	
3-5	3 Develop and disseminate evidence-based and or promising programs and one curricula to improve the delivery and overall quality of care for individuals receiving inpatient and/or outpatient treatment for substance use and co-occurring disorders. Training and curricula to include a five part, up to date, video series and written materials for agencies to use. 4. Topics shall include sustainable strategies for integrated case-based and system-level training, behavioral health tele health services, and organizational readiness for two cohorts of up to four agencies and ten providers per session. The Contractor will evaluate the effectiveness of implementation and provide recommendations for future improvement, replication and or expansion. 5. Develop a plan for rapid deployment of a statewide behavioral health telehealth, training and technical assistance initiative.	6/30/2021		71,625
6	15 months of training and technical assistance in person or online			
	3 months of training and technical assistance in person or online	6/30/2020	\$90,000	
	3 months of training and technical assistance in person or online	9/30/2020		\$101,625
	3 months of training and technical assistance in person or online	12/31/2020		\$101,625
	3 months of training and technical assistance in person or online	3/31/2021		\$101,625
	3 months of training and technical assistance in person or online	6/30/2021		\$101,625
7	Develop online training portal	9/30/2020		80,000
9	Quarterly Reports to include an invoice for work completed submitted thirty days after each quarter.			
	Quarterly Report	6/30/2020	\$40,000	
	Quarterly Report	9/30/2020		\$40,000
	Quarterly Report	12/31/2021		\$40,000
	Quarterly Report	3/31/2021		\$40,000

	Final Report	6/30/2021		\$40,000
8	Submit a final report to include an evaluation of training and TA assistance, and recommendations outlining a plan for sustainability, replication and/or expansion of trainings, and technical assistance.	6/30/2021		\$40,000
	Subtotal		\$241,875	\$758,125

B. Social Justice Equity and Inclusion Conference

Equity and inclusion conference targeting substance use disorder workforce, training and policy. Participants will have an opportunity to learn evidence-based processes that identify and address institutional racism, implicit bias and their effect on access to services, patient care, health equity and the workforce. Keynote presentations, roundtable discussions, and experiential workshops will be led by topic experts.

The program will highlight strategies, policies, and clinical practices shown to contribute to inclusive environments and to enhance understanding of how systems of oppression have served to benefit white people while excluding black and brown members of our community. Participants will engage in transparent dialogue about untangling the threads of oppression that are so embedded into every system in our country and educating themselves through genuine digging in and pulling back layers of systemic and learned oppression and racism. Social determinants of health, race/ethnicity, gender, sexual orientation and other characteristics that contribute to health disparities will be explored and methodologies to mitigate them discussed.

1. Virtual Platform Development- Conference Planning and Follow Up
 - i. Identify appropriate virtual platform for a conference training to be held in September 2020.
 - ii. Contractor will provide a link to the electronic registration system for attendees to register. Contractor will provide assistance with the registration process as needed to ensure attendees are able to complete their registrations in a timely manner.
 - iii. Coordinate accommodations/interpreting services.
 - iv. Respond to participant questions related to activities.
 - v. Prepare hand-out materials and distribute as necessary.
2. Presenter/Speaker Coordination & Management
 - i. Coordinate workshop speakers as follows:
 - a. Arrange virtual platform and provide technical assistance;
 - b. Coordinate workshop needs including materials and audio-visual;
 - c. Assist with developing bios and workshop descriptions; and
 - d. Coordinate all presentations for keynote, plenary and workshops speakers.
 - ii. Develop a conference planning committee to help design the conference, select speaker and topics.
 - a. Committee members must include underrepresented members including minorities, people of color, and those with lived experienced with racial prejudice, social injustice, and/or discrimination.
 - iii. Meet with DBHR staff on a regular basis to coordinate overall management, including but not limited to: speaker selection, workshop schedules, workshop agendas and conference materials.
 - iv. DBRH reserves the right to approve speaker selection, conference topics and agendas.
 - v. Contractor is required to engage with minorities to design the conference, and select speakers and topics.
3. Marketing & Design
 - i. Contractor will work with DBHR staff to develop marketing materials and designs. This will include but not be limited to the development of an event logo, on-line materials/images and images to be used on printed materials, and event supplies as needed.
 - ii. Contractor will provide services to market the event via email, website and social media.

4. Financial Management

- i. Contractor will submit invoices to HCA quarterly, as set forth in Section 4, Payment.
- ii. Pay bills and keep records directly related to the academy including but not limited to the virtual platform fees, printing costs, and supply costs.
- iii. Contractor will produce a completed final financial report no later than thirty (30) days following the event.
 - a. HCA recognizes that some vendors may not process invoices and record payments within that time frame, which may require subsequent amended reports. Acceptance of the amended reports will be at the sole discretion of the HCA Contract Manager.

5. Evaluation Management

- i. In coordination with DBHR staff and presenters, Contractor will manage the development and implementation process and all related materials for evaluations of key note speaker(s), workshops and overall conference.

6. CEU Management

- i. Coordinate to provide institutional Continuing Education Units (CRC/CEU). This includes coordination of payment for CRC/CEUs by academy participants, oversight of CEU process at conference, and distribution of CRC/CEU Certificates if applicable. Should CEUs and/or CRC credits not be available to participants, letters of attendance including clock hours will be provided after the workshop has been completed and as requested by participants. The Contractor will coordinate and send all necessary paperwork to the participants.

7. Reporting

- i. Contractor will submit a single final report summarizing the work completed for all the deliverables 1-6 identified above.
- ii. Final report is due October 30, 2020.
- iii. Subject line of email must include the following naming convention: HCA contract (K) number, contractor name, reporting month, year, number of invoices submitted during the reporting period. For example "K1234-HCA-01-2020-1".

8. Deliverables Table

Deliverables	Date Due	Performance Measure	Payment Amount
Deliverables identified above in sections 1-6	9/30/2020	Final report must include a breakdown of expenses for all deliverables identified above (1-6) and Event evaluations.	\$40,000

C. Disaster Preparedness Training and Technical Assistance

- 1. Design Training & Material
 - i. Design training curriculum/outline;
 - ii. Develop planning, policy and procedure templates; and
 - iii. Develop agendas and other training materials.
- 2. Presenters/Speakers
 - i. Coordinate presenters/speakers.
 - ii. Assist with developing speaker bios and content.
- 3. Marketing
 - i. Identify and recruit priority provider organizations to participate in training.
 - ii. Develop marketing materials.
 - iii. Market training events via email, website, and social media.

4. Training
 - i. Deliver a minimum of two trainings. Each training will include up to five Substance Use Disorder and Co-Occurring Disorder provider organizations. Produce a video of the training and post to Contractors website.
5. Evaluation
 - i. Design and deploy a comprehensive evaluation tool to assess satisfaction and effectiveness of disaster preparedness training.
6. Reporting
 - i. Contractor will submit a single final report summarizing the work completed for all the deliverables 1-5 identified above.
 - ii. Final report is due October 30, 2020.
 - iii. Subject line of email must include the following naming convention: HCA contract (K) number, contractor name, reporting month, year, number of invoices submitted during the reporting period. For example "K1234-HCA-01-2020-1".

7. Deliverables Table

Deliverables	Date Due	Performance Measure	Payment Amount
Deliverables identified above in sections 1-5	9/30/2020	Final report must include a breakdown of expenses for all deliverables identified above (1-5) and Event evaluations.	\$20,000

D. Tele-Behavioral Health Training for Indian Health Care Providers (IHCP)

Contractor will consult with HCA Tribal Behavioral Health Administrator, Lucilla Mendoza to identify Indian Health Care Provider (IHCP) tele-behavioral health training needs, design and deliver one or two training via webinars.

1. IHCP Consultation
 - i. Contractor will consult with HCA Tribal Behavioral Health Administrator, or designee, to identify training needs including number of trainings, training topics, training dates, and priority providers.
2. Training Webinar(s)
 - i. Contractor will design and deliver one or two webinar(s) on topics mutually agreed upon by Contractor and HCA Tribal Behavioral Health Administrator, or designee.
3. Marketing
 - i. Contractor will develop and distribute marketing materials and market training webinar(s) to IHCPs.
4. Evaluation
 - i. Contractor will design method of evaluating trainee satisfaction and training effectiveness.
5. Reporting
 - i. Contractor will submit a single final report summarizing the work completed for all the deliverables 1-4 identified above.
 - ii. Final report is due October 30, 2020.
 - iii. Subject line of email must include the following naming convention: HCA contract (K) number, contractor name, reporting month, year, number of invoices submitted during the reporting period. For example "K1234-HCA-01-2020-1".

6. Deliverables Table

Deliverables	Date Due	Performance Measure	Payment Amount
Deliverables identified above in sections 1-4	9/30/2020	Final report must include a breakdown of expenses for all deliverables identified above (1-4) and Event evaluations.	\$6,355

Attachment 3**Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form**

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

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

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

CONTRACTOR

Legal Name Harborview Medical Center	DUNS Number 136578817
Principle Place of Performance 325 9th Ave	Congressional District WA-009
3b. City Seattle	State WA
3d. Zip+4 98104-2420	Country USA

Are you registered in CCR (<https://www.uscontractorregistration.com/>)? YES (skip to page 2. Sign, date and return) NO

In the preceding fiscal year did your organization:

Receive 80% or more of annual gross revenue from federal contracts, Subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**

\$25,000,000 or more in annual gross revenues from federal contracts, Subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**

The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330

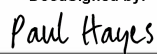
NO (skip the remainder of this section - Sign, date and return)

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

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

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

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

Signature of Contractor Authorized Representative DocuSigned by: 	Date 11/25/2020
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Washington State
Health Care Authority

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Hub and Spoke Network
HCA Contract # K4856

Sub-award Project Description (see instructions and examples below)

Instructions for Sub-award Project Description:

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

Example of a Sub-award Project Description:

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

Attachment 2

Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms

If the funding for this Contract work should fall under the Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms outlined below the Contractor must comply with the requirements of those terms as they would apply to HCA.

1. SAMHSA Award Terms.

- 1.1 This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA).
- 1.2 Grant funds cannot be used to supplant current funding of existing activities.
- 1.3 By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is **\$192,300** annually.
- 1.4 Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
- 1.5 Per 45 Code of Federal Regulations (CFR) 74.36 and 45 CFR 92.34 and the US Department of Health and Human Services Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
- 1.6 Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b) (1) or 45 CFR 92.25(g) (2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable Office of Management and Budget circulars A-102 and A-110.
- 1.7 No part of an appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- 1.8 No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- 1.9 Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): "Funding for this conference was made possible (in part) by Grant H79TI081705 from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."
- 1.10 If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (Meal and Incidental Expenses allowance) must be reduced by the allotted meal cost(s).
- 1.11 Marijuana Attestation. The primary award recipient and all sub-recipients (contractor & sub-awardee) will not use funds, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also will not be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders (45 CFR. § 75.300(a); 21 United States Code §§ 812(c) (10) and 8410). This prohibition does not apply

to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Administration and under a US Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

- 1.12** SABG Block Grant Attestation: SABG Block grant funds will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

Attachment 3
Federal Compliance, Certifications, and Assurances

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Steve Perry**.
- a. *Source of Funds: SABG*. This Contract is being funded partially or in full through Cooperative Contract number **TM010056**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.959** in the amount of **\$66,355.00**. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K4237-02**.
 - b. *Period of Availability of Funds: 7/15/2020-6/30/2021*. Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in **TM010056** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
 - c. *Single Audit Act*: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
 - d. *Modifications*: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the Contract.
 - iii. Change in a key person specified in the Contract.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting*: The subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
 - f. *Condition for Receipt of Health Care Authority Funds*: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
 - g. *Unallowable Costs*: The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute

allowable costs on the basis of audits, reviews, or monitoring of this Contract.

- h. *Supplanting Compliance: SABG:* If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- j. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- k. *Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information

Federal Grants and Budget Specialist Health Care Policy
 Washington State Health Care Authority
 Post Office Box 42710
 Olympia, Washington 98504-2710

II. **CIRCULARS ‘COMPLIANCE MATRIX’** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Steve Perry**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

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

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

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

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

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
 3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal

agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

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

Legal Services Manager

WA State Health Care Authority
PO Box 42700
Olympia, WA 98504-2700

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.
- e. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

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

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

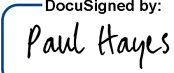
The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

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

- f. **CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**
1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
 3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="text-align: center;"> <small>DocuSigned by:</small>  <small>700A140CE00140E...</small> </div>	TITLE Chief Executive Officer
Please also print or type name: Paul Hayes, RN	
ORGANIZATION NAME: (if applicable) Harborview Medical Center	DATE 11/25/2020