

**Special Terms & Conditions**

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|--|--|---|--|
|   | <b>BHO PROGRAM AGREEMENT<br/>PATH</b>        |   | HCA Agreement Number:<br>K3143                               |
| This BHO Program Agreement is by and between the State of Washington Health Care Authority (HCA) and the Contractor identified below, and is issued in conjunction with the HCA and BHO Agreement on General Terms and Conditions (GT&C), which is incorporated by reference.  |  |   | BHO GT&C Contract Number:<br><br>Contractor Contract Number: |
| <b>CONTRACTOR NAME</b><br>Great Rivers Behavioral Health Organization  |  | <b>CONTRACTOR doing business as (DBA)</b><br>North Sound BHO (Compass)                |  |
| <b>CONTRACTOR ADDRESS</b><br>PO Box 217<br>Cathlamet, WA. 98612-0217   |  | <b>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</b><br>603-564-565                    | <b>HCA INDEX NUMBER</b>                                      |
| <b>CONTRACTOR CONTACT</b><br>Marc Bollinger  | <b>CONTRACTOR TELEPHONE</b><br>(360)795-5959 | <b>CONTRACTOR E-MAIL ADDRESS</b><br>mbollinger@greatriversbho.org                     |  |
| <b>HCA DIVISION</b> Division of Behavioral Health and Recovery   |  | <b>HCA CONTRACT CODE</b>  |  |
| <b>HCA CONTACT NAME AND TITLE</b><br><br>Teesha Kirschbaum<br>Program Administrator  |  | <b>HCA CONTACT ADDRESS</b><br><br>4500 10 <sup>th</sup> Avenue SE<br>Lacey, WA. 98503 |  |
| <b>HCA CONTACT TELEPHONE</b><br>(360)725-3772  | <b>HCA CONTACT FAX</b>                       | <b>HCA CONTACT E-MAIL ADDRESS</b><br>Teesha.Kirschbaum@HCA.WA.Gov                     |  |
| <b>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?</b><br>Yes  |  | <b>CFDA NUMBER(S)</b><br>93.150   |  |
| <b>AGREEMENT START DATE</b><br>10/1/2018   | <b>AGREEMENT END DATE</b><br>9/30/2019       | <b>MAXIMUM AGREEMENT AMOUNT</b><br>\$51,761   |  |
| <b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b><br><input checked="" type="checkbox"/> <b>Exhibits (specify):</b> Exhibit A – Service Descriptions for PATH Funded Services; Exhibit B – Local Provider Intended Use Plan (IUP); Exhibit C – PATH Government Performance and Results Act (GPRA) Measures; Exhibit D – People to be Served; Exhibit E – Local Match Certification   |  |   |  |
| The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on HCA only upon signature by HCA. |  |   |  |
| <b>CONTRACTOR SIGNATURE</b>  |  | <b>PRINTED NAME AND TITLE</b>   | <b>DATE SIGNED</b>   |
| <b>HCA SIGNATURE</b>   |  | PRINTED NAME AND TITLE<br><br>BHA Contracts   | <b>DATE SIGNED</b>   |

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### Federal Award Identification for Subrecipients (reference 2 CFR 200.331) Projects for Assistance in Transition from Homelessness

|   |  |
|---|--|
| (i) Subrecipient name (which must match the name associated with its unique entity identifier);   | Great Rivers BHO   |
| (ii) Subrecipient's unique entity identifier; (DUNS)  | 080119952  |
| (iii) Federal Award Identification Number (FAIN);   | SM01648-18   |
| (iv) Federal Award Date (see §200.39 Federal award date);   | 8/22/18  |
| (v) Subaward Period of Performance Start and End Date;  | 10/1/2018-9/30/2019  |
| (vi) Amount of Federal Funds Obligated by this action;  | \$51,761   |
| (vii) Total Amount of Federal Funds Obligated to the subrecipient;  | \$51,761   |
| (viii) Total Amount of the Federal Award;   | \$1,329,133  |
| (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);                                | Projects for Assistance in Transition from Homelessness (PATH)   |
| (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,  | National Institute of Health (NIH)<br>Washington State Health Care Authority (HCA)<br>Michael Langer, Acting Asst. Director<br>PO Box 45330<br>Olympia, WA 98504-5330<br>Michael.langer@HCA.wa.gov |
| (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; | 93.150<br>PATH   |
| (xii) Identification of whether the award is R&D; and   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).  | de minimis (10%)   |

## Special Terms & Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Audit" means a systematic review, or appraisal made to determine whether internal accounting and other control systems provide reasonable assurance of compliance with:
    - (1) Properly conducted financial operations;
    - (2) Fairly and accurately presented financial reports;
    - (3) Applicable laws, regulations, and other grant terms;
    - (4) Economical and efficient management of grant resources; and
    - (5) Effective achievement of desired results and objectives.
  - b. "BHO" or "Behavioral Health Organization" means any county authority or group of county authorities or other entity recognized by HCA that provides or contracts for mental health services and substance use disorder treatment services within a defined Regional Service Area.
  - c. "Case Management" for PATH Clients means:
    - (1) Preparing a plan for the provision of community mental health or co-occurring Substance Use Disorder services to PATH Eligible Homeless individuals, and reviewing such plan not less than once every 3 months;
    - (2) Providing assistance in obtaining and coordinating social and maintenance services for PATH Eligible Homeless individuals, including services relating to daily living activities, personal financial planning, transportation, Habilitation and Rehabilitation services, prevocational and vocational services, and Housing Services;
    - (3) Providing assistance to PATH Eligible Homeless individuals in obtaining income support services, including housing assistance, food stamps, supplemental security, disability income benefits, and veterans' benefits;
    - (4) Referring PATH Eligible Homeless individuals for other services consistent with the PATH client's needs, such as referrals to the Foundational Community Supports (FCS) supportive housing and supported employment services are highly encouraged; and
    - (5) Providing representative payee services in accordance with Section 161 (a) (2) of the Social Security Act if the PATH Eligible Homeless individual is receiving aid under title XVI of such act and if the applicant is designated by the Secretary to provide such services.
  - d. "Chronic Homelessness" refers to a homeless individual/head of household with a disability who:
    - (1) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; AND
    - (2) Has been homeless and living (in such a place) continuously for at least twelve (12) months OR on a least four (4) separate occasions in the last three (3) years, as long as combined occasions are greater than or equal to twelve (12) months; AND
    - (3) Each break in homelessness equals seven-plus (7+) nights. Facility stays less than ninety (90) days do not constitute a break in homelessness. A homeless individual may be residing/have resided in an institutional care facility for less than ninety (90) days AND met all the above criteria before entering the facility.

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- e. "CFR" means Code of Federal Regulations. All references in this Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
- f. "Contact" means an interaction between a PATH-funded worker or workers and an individual who is potentially PATH eligible or enrolled in PATH. Contacts should be recorded in HMIS throughout the entire process of outreach, engagement, enrollment and services.
- g. "Continuum of Care, or COC" promotes community-wide commitment to the goal of ending homelessness; provides funding for efforts by nonprofit providers and State and local governments to quickly re-house homeless individuals and families to minimize trauma and dislocation; promotes access to and effective utilization of mainstream programs; and optimizes self-sufficiency among individuals and families experiencing homelessness.
- h. "Coordinated Entry" is a system that allows for coordinated entry into a local homeless service system, as well as coordinated movement within and ultimately exit from the system. Coordinated Entry increases the efficiency of a homeless assistance system by standardizing access to homeless services and coordinating program referrals.
- i. "Co-Occurring" or "Co-Occurring Serious Mental Illness and Substance Use Disorder" means an individual's Serious Mental Illness and Substance Use Disorder can be diagnosed independently of one another.
- j. "DBHR" means the HCA Division of Behavioral Health and Recovery, and its employees and authorized agents.
- k. "Enrolled PATH Client" means an individual who has been determined to meet the PATH eligibility criteria, for whom a clinical or formal record has been prepared, and who is receiving services under PATH Funds.
- l. "Habilitation and Rehabilitation" means teaching PATH Enrolled Clients new skills or assisting PATH Enrolled Clients to re-learn skills they once had but lost as the result of Mental Illness or Co-Occurring Substance Use Disorder.
- m. "HCA" means the Washington State Health Care Authority.
- n. "HMIS" means the Homeless Management Information System managed by the local continuum of care or the Balance of State homeless system managed by Department of Commerce. As mandated by the Homelessness Housing and Assistance Act (ESSHB 2163 - 2005), the Department of Commerce is responsible for operating an HMIS for counties that do not operate their own compliant system.
- o. "Homeless" means homeless or at Imminent Risk of becoming homeless, lacking fixed, regular and adequate night-time residence, or having a primary night-time residence that is:
  - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations;
  - (2) An institution that provides a temporary residence for individuals; and
  - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- p. "Housing Services" means provision or assistance with:
  - (1) Minor renovation, expansion, and repair of housing;

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- (2) Plans for housing;
  - (3) Applying for housing assistance;
  - (4) Improving the coordination of housing services;
  - (5) Security deposits;
  - (6) Costs associated with matching PATH Eligible Homeless individuals with appropriate housing situations; and
  - (7) One-time rental payment to prevent eviction.
- q. "Imminent Risk" or "At Risk" of becoming Homeless means:
- (1) Having a recent history of homelessness;
  - (2) Having a doubled-up living arrangement or temporary or inadequate housing where the individual's name is not on the lease;
  - (3) Having received an eviction notice without a fixed, adequate night-time residence to which to move; and
  - (4) Being discharged from a health care or criminal justice facility without a place to live.
- r. "IUP" or "Intended Use Plan" means Section C of the BHO-submitted and DBHR-approved Local Provider Intended Use Plan for the Washington PATH Application for federal funding. For purposes of this Program Agreement, the BHO's IUP is attached hereto and incorporated herein by this reference as Exhibit B.
- s. "Outreach" definition in HMIS means face-to-face contact provided in an effort to identify PATH Eligible Clients that are living in a place not meant for human habitation on the night before contact.
- t. "PATH" means Projects for Assistance in Transition from Homelessness.
- u. "PATH Eligible" means an adult (age 18 or over) who is homeless or at imminent risk of homelessness with a diagnosable and persistent mental or emotional impairment that seriously limits the individual's major life activities, and also individuals who may have Co-Occurring Substance Use Disorders.
- v. "PATH Funds" means federal funds awarded by the state to the BHO, and do not include the required non-federal match or any other form of match or funding.
- w. "PATH Ineligible" individuals are individuals who:
- (1) Under eighteen (18) years of age;
  - (2) Have been housed for a period up to one year;
  - (3) Are served by the Veterans Administration (VA) or VA subcontractors providing the full range of needed services stipulated by PATH statutes and regulations; and
  - (4) Are enrolled into the Prepaid Inpatient Health Plan (PIHP) and/or BHO and are receiving all necessary services for transitioning the individual from homelessness into secure housing, community mental health or co-occurring Substance Use Disorder treatment services, case

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management services, employment services, psychiatric and medical services and/or other services that will assist the individual in avoiding homelessness.

- x. "Prepaid Inpatient Health Plan" or "PIHP" means an entity that;
  - (1) Provides medical services to enrollees under contract with the State agency, and on the basis of prepaid capitation payments, or other payment arrangements that do not use State plan payment rates;
  - (2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its enrollees; and
  - (3) Does not have a comprehensive risk contract.
- y. "Program Agreement" means a written agreement between HCA and the BHO containing special terms and conditions, including a statement of work to be performed by the BHO and payment to be made by HCA. The "HCA and BHO Agreement on General Terms and Conditions" between the parties shall govern work to be performed under any Program Agreement.
- z. "RSA" or "Regional Service Area" means a geographic area established by HCA. The BHO provides mental health services and substance use disorder treatment services within this area
- aa. "Screening and Diagnostic" means a determination of need for services from either an assessment by a paraprofessional, or a formal diagnosis by a mental health professional.
- bb. "Serious Mental Illness" or "Mental Illness" means an adult (age 18 or over) individual who appears to have or has been determined to have a diagnosable and persistent mental or emotional impairment that seriously limits the individual's major life activities and/or ability to live independently.
- cc. "Services" definition for HMIS data entry means outreach and engagement activities in locations such as a social service program, such as a drop-in center or shelter where the person is living the night before contact.
- dd. "Substance Use Disorder" means a diagnosable and persistent substance related disorder that seriously limits the individual's major life activities and/or ability to live independently.

**2. Purpose.** The purpose of this Program Agreement is for the BHO to conduct PATH projects that will accommodate the local needs and circumstances of PATH Eligible individuals. The BHO will provide PATH eligible services as provided for in the federal DHHS, SAMHSA FY 2018 Application, Request for Application (RFA) # SM-18-F2.

**3. Statement of Work.** The BHO shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Solicit PATH clients' and public comments and recommendations to identify the service needs of PATH Clients at least annually.
  - (1) Use information received from this process, PATH project management experience, and other information gained from reliable sources on homelessness to develop and implement an integrated system of PATH services, activities, and housing to accommodate the local needs and circumstances of Homeless individuals; and

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- (2) PATH services and activities must be consistent with PL 101-645 Title V, Subtitle B, relating to PATH Eligible Clients, and as described in RFA # SM-18-F2, previously provided to the BHO and incorporated herein by this reference.
- b. Provide services and activities described in the BHO's IUP within the amounts and categories listed in the Approved Budget Table in Section 7.i. of this Program Agreement.
  - (1) The IUP shall be the basis of the BHO's, and any DBHR-approved subcontractors' PATH services and activities using PATH Funds under this Program Agreement;
  - (2) Services shall be culturally competent, professional, and effective;
  - (3) Services shall be provided in the least intrusive manner in locations where PATH Eligible individuals may be found and served; and
- c. Provide the services and activities described in the IUP, attached as Exhibit B.
- d. Strongly encourage subcontractors to provide a smoke-free workplace and promote abstinence of all tobacco products.
- e. Assure staffing levels as described in the IUP.
- f. Ensure Enrolled PATH Clients are screened for eligibility for all possible benefits, including, at a minimum, but not limited to:
  - (1) Services under the PIHP and the BHO or comparable services structures, including but not limited to emergency, psychiatric, medical, residential, employment and community support services;
  - (2) Housing services and resources;
  - (3) Veterans' services;
  - (4) SSI/SSDI or other disability and financial benefits;
  - (5) American Indian benefits;
  - (6) Economic services;
  - (7) Medical services;
  - (8) Substance Use Disorder treatment services; and
  - (9) Vocational rehabilitation services.
- g. Give special consideration to serving veterans, and strongly encourage subcontractors to work closely with entities that demonstrate effectiveness in serving homeless veterans.
- h. SAMHSA strongly encourages PATH sites to prioritize services for the chronically homeless population.
- i. PATH services should be focused on Outreach efforts to individuals who are homeless or chronically homeless.
- j. All contacts between a PATH-funded worker or workers and an individual who is potentially PATH eligible or enrolled in PATH are entered into HMIS.

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- k. Maintain individual client service records for Enrolled PATH Clients, where each client service record shall contain at a minimum:
  - (1) A statement of the presenting problem(s) as described by the Enrolled PATH Client, as reported by the referral source and as assessed by the screener;
  - (2) Documentation of homelessness or chronic homelessness;
  - (3) The context of the referral;
  - (4) The condition and functioning of the Enrolled PATH Client at the time of initial assessment and subsequently;
  - (5) The history and symptoms of the Enrolled PATH Client's Mental Illness reported and observed;
  - (6) An assessment of each PATH Client's basic needs, including legal and safety issues, cultural issues, and Substance Use Disorder issues, as appropriate;
  - (7) An assessment of the Enrolled PATH Client's mental health and/or Co-Occurring mental health and Substance Use Disorder service needs
  - (8) A service plan; and
  - (9) Regular notation of PATH client progress service plan accomplishment, including transfer to other mainstream services, such as local BHO and PIHP services.
- l. Cooperate with the federally mandated transition to use of Homeless Management Information System (HMIS) data standards and submit PATH service data in accordance with state and federal requirements. Participate in HMIS data collection activities and submit client service data electronically. SAMHSA expects client data entry into HMIS in a timely manner in order to achieve the most positive outcomes for clients. Each HMIS will have its own policies and procedures regarding timeliness of data entry for end users.
- m. Achieve or exceed national PATH Government Performance and Results Act (GPRA) performance measures in delivery and costs of services – see Exhibit C, as established in Exhibit B, Local Provider Intended Use Plan (IUP).
- n. Participate in the planning and collaboration of local continuum of care committees affecting PATH Clients.
- o. Strongly encourage subcontractors to participate in the planning and collaboration of local continuum of care committees.
- p. Maintain records that identify the source and usage of funds associated with the provision of Housing Services.
- q. If a religiously-affiliated organization receives PATH funds they have to ensure that the PATH services are separate in either time or location of services that are inherently religious in nature. If a PATH enrollee chooses to not be served by that organization because of their religious affiliation they must be referred to a different service provider.
- r. Be legally and financially responsible for all aspects of PATH services and activities under this Program Agreement, including subcontracted agencies.
- s. Submit, within fourteen (14) calendar days, copies of any review reports of approved sub-



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contractors who conduct PATH activities and any documentation related to monitoring, especially in the event that corrective action is indicated or imposed.

- t. Ensure no less than the required non-federal match is contributed by BHO's and subcontractor's sources as detailed in Section 5, Non-Federal Match Contributions.
- u. Submit proposed revisions to the IUP, or any DBHR-approved successor IUP, to the DBHR PATH Program Administrator listed on page one (1) of this Program Agreement and identified as the HCA Contact, when proposed revisions reflect substantial changes in PATH services and activities funded under this Program Agreement.
  - (1) Revised IUPs are subject to approval by DBHR prior to implementation;
  - (2) Proposed changes must be submitted to DBHR for consideration and approval, at least 60 days before implementation; and
  - (3) Changes to the IUP approved by DBHR in writing shall be incorporated by reference into this Program Agreement, and shall supersede any previous versions of the IUP.

### 4. Requirements, Conditions, and Limitations for PATH Funds.

- a. The BHO shall **not** expend more than twenty percent (20%) of PATH Funds under this Program Agreement for Housing Services, in accordance with the requirements of RFA # SM-18-F2.
- b. The BHO shall **not** subcontract any services or activities under this Program Agreement with any agency that:
  - (1) Has a policy of excluding individuals from mental health services due to the existence or suspicion of Substance Use Disorder; and
  - (2) Has a policy of excluding individuals from Substance Use Disorder services due to the existence or suspicion of Mental Illness.
- c. The BHO shall use PATH Funds to supplement, not supplant, existing services to individuals with Serious Mental Illness or Co-Occurring Serious Mental Illness and Substance Use Disorders, and who are Homeless or at Imminent Risk of becoming Homeless.
- d. The BHO shall indicate clearly when issuing statements, press releases, requests for proposal, bid solicitations, and other documents describing projects or programs funded in whole or in part with PATH Funds:
  - (1) The percentage of the total costs of the program or project financed with PATH Funds;
  - (2) The dollar amount of PATH Funds for the program or project; and
  - (3) The percentage and dollar amount of the total costs of the program or project that will be financed by non-governmental sources.
- e. The BHO shall use any program income generated under this Program Agreement in accordance with the additional cost alternative of 45 CFR Part 92.25 to further the objectives of the PATH program. Program income must be reported on the federal financial report, and used only for allowable costs as set forth in the applicable federal cost circulars.
- f. The BHO shall not use PATH Funds under this Program Agreement to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is

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related to the use of federal grant funds and is not intended to affect Washington State's right, or that of any other organization, to petition Congress or any other level of Government through the use of other resources.

- g. The BHO shall adhere to the following restrictions on Grantee Lobbying – Appropriations Act Section 503:
- (1) No part of any funding under this Program Agreement shall be used, other than for a normal and recognized executive-legislative relationship, 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, except in the presentation to the Congress or any state legislative body itself; and
  - (2) No part of any funding under this Program Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or state legislature.
- h. The BHO shall comply with all requirements, including employment standards, detailed in 45 CFR Part 76, and RFA # SM-18-F2.
- i. The BHO shall monitor approved subcontractors programmatically and fiscally annually. Copies of reports generated from such activities will be submitted within 30 days of their completion and no later than September 30, 2019.

### 5. Non-Federal Match Contributions.

The BHO shall contribute a required minimum (33.333%) of non-federal match funds based upon the Total PATH award under this Program Agreement and stated in the table below.

- a. The BHO shall contribute non-federal match as required according to the following table:

**Table 1: Non-Federal Match Contributions**

| <b>FFY 2018 IUP Budget as submitted in PATH Application</b> | <b>Match Required 33.333%</b> | <b>Total 12 Month Award</b> |
|---|-------------------------------|-----------------------------|
| \$51,761  | \$17,254                      | \$69,015                    |

- (1) The PATH Award to BHO is for PATH services and activities, and for HMIS reporting capability used to participate in PATH data collection activities; and
  - (2) The contractual award of PATH Funds under this Program Agreement equals the "PATH Award to BHO" listed in Table 2, Approved Budget Table below.
- b. The BHO shall ensure that all non-federal match contributions are in accordance with federally-approved PATH services and activities as stated in RFA # SM-18-F2 and in accordance with the IUP.
- c. The BHO shall submit aggregate non-federal match contribution amounts with invoices for PATH Fund reimbursement, in accordance with the Table 2: Approved Budget in Section 7.i. of this Program Agreement.

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- (1) Non-federal match contributions shall be reported in the aggregate and clearly identified on each billing invoice;
- (2) Supporting documentation of non-federal match amounts shall be maintained in sufficient detail to demonstrate match amounts contributed by budget category;
- (3) Supporting documentation shall be made available to the DBHR upon request; and
- (4) The BHO shall annually certify their non-federal match contributions.

### **6. Consideration.**

- a. Total maximum consideration payable to BHO for satisfactory performance of the work under this Program Agreement is the direct award of PATH Funds as shown under "PATH Award to BHO" in Table 2: Approved Budget in Section 7 below.
- b. Funding that supports this contract comes from Projects for Assistance in Transition from Homelessness (PATH) funds, from the Department of Health and Human Services (DHHS), Catalog of Federal Domestic Assistance (CFDA) #93.150.
- c. All PATH direct awards are to be used for federally approved PATH services and activities as stated in RFA # SM-18-F2, and in accordance with the IUP.

### **7. Budget.**

- a. The BHO may expend funds up to the total amount listed in Table 2, Approved Budget. The BHO is not limited to the individual line item amounts in Table 2. However, the Grant total may not be exceeded without a prior amendment to the contract.
- b. The basis for determining the allowability and allocability of budgeted costs under this Program Agreement is:
  - (1) 45 CFR 92.22;
  - (2) Public Health Service Grants Policy Statement;
  - (3) Authorizing legislation for the PATH Program;
  - (4) Exhibit B, IUP; and
  - (5) Table 2: Approved Budget in Section 7.i. of this Program Agreement.
- c. Any subcontractor that is a non-profit entity, educational institution, or hospital is subject to 45 CFR Part 74.
- d. The BHO or any subcontractor that is a state or local government entity is subject to 45 CFR Part 92.
- e. No payments shall be made to support emergency shelters, construct housing facilities, inpatient psychiatric treatment costs, inpatient Substance Use Disorder treatment costs, or to make cash payments to intended recipients of mental health or Substance Use Disorder services.
- f. PATH Funds may be used only for the expenses clearly related and necessary to carry out the attached IUP, including both specifically identified direct costs and allowable indirect costs.

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- g. Administrative costs included in indirect costs shall not exceed 4 percent (4%) of PATH Funds directly or by subcontract.
- h. Any lease arrangements utilizing PATH Funds under this Program Agreement may not be funded beyond this Program Agreement's period or performance, nor may the portion of the space leased with PATH Funds be used for purposes not supported by this Program Agreement.
- i. The Approved Budget for this Program Agreement is as follows:

Table 2: Approved Budget Table Based on IUP application (12 Month Contract).

| <b>Category</b>                      | <b>PATH Federal Dollars</b> |
|--------------------------------------|-----------------------------|
| a. Personnel                         | \$36,716                    |
| b. Fringe Benefits                   | \$8,500                     |
| c. Travel                            | \$2,000                     |
| d. Equipment                         | \$1,000                     |
| e. Supplies                          | \$1,000                     |
| f. Contractual                       |                             |
| g. Construction                      |                             |
| h. Other                             | \$1,000                     |
| i. Total Direct Charges (Sum of a-h) | <b>\$50,216</b>             |
| j. Indirect Charges                  | <b>\$1,545</b>              |
| k. Grant Total (Sum of I and j)      | <b>\$51,761</b>             |
| l. Total Award for State             | <b>\$1,329,133</b>          |
| m. Percentage of the Total Award     | <b>0.03894</b>              |

### 8. Subcontractor Monitoring.

- a. The BHO shall obtain prior approval before entering into any subcontracting arrangement. In addition, the BHO shall submit to the HCA PATH Program Administrator identified on Page 1 of the contract at least one of the following for review and approval purposes:
  - (1) Copy of the proposed subcontract to ensure it meets all HCA requirements; or
  - (2) Copy of the BHO's standard contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or
  - (3) Certify in writing that the subcontractor meets all requirements under the contract and that the subcontract contains all required language under the contract, including any data security, confidentiality and/or Business Associate language, as appropriate.
- b. The BHO shall submit, within fourteen (14) calendar days, copies of any review reports of approved subcontractors who conduct PATH activities and any documentation related to monitoring, especially in the event that corrective action is indicated or imposed.

### 9. Billing and Payment.

- a. Billing:

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- (1) DBHR shall reimburse the BHO for actual expenditures incurred while performing services under this Program Agreement, up to the Maximum Consideration (Grant Total), of the Approved Budget Table, above;
- (2) Claims for reimbursement shall be submitted on state form A-19 Invoice Voucher to: HCA Accounts Payable email box at [Acctspay@HCA.WA.GOV](mailto:Acctspay@HCA.WA.GOV) with a cc to the HCA DBHR contract manager listed on the face page of this contract;
- (3) The BHO must submit claims for reimbursement and certify their local match no more often than monthly, no less often than quarterly. Claims must be submitted no later than the 30<sup>th</sup> day following the end of a calendar year quarter. Required Match is a minimum of 33.333 percent of the total PATH award listed above;
- (4) Invoices shall provide the amount of PATH Funds claimed in each budget line item, as well as the aggregate amount in the Local Match category in the Approved Budget Table, for the time period being billed. Local Match figures must also take into account those funds to match the amount provided for the Data Collection Activities.
- (5) The BHO shall submit a final invoice for services under this Program Agreement no later than October 31, 2019.

b. Payment.

Payment shall be considered timely if made by HCA within thirty (30) days after receipt and acceptance by HCA of the properly completed invoices. HCA may, at its sole discretion, withhold payment claimed by the BHO for services rendered if BHO fails to satisfactorily comply with any term or condition of this Program Agreement.

### 10. Reporting Requirements:

The BHO shall provide the following reports:

a. Annual Report/IUP.

The Annual Report/IUP must comply with the report requirements below, some of which may be waived in writing by DBHR for purpose of this Program Agreement.

- (1) Analysis of performance based upon the IUP and upon factors that have affected the local PATH project(s). This report shall include measures taken to maintain and improve the integrity of PATH project(s);
- (2) Submit through the SAMHSA required annual report database (PATH PDX) aggregate client service data consistent with the national "PATH Annual Report Manual," developed by SAMHSA's Homeless and Housing Resources Network and the PATH Government Performance and Results Act (GPRA) measures, attached as Exhibit C;
- (3) Respond to SAMHSA Data Checks associated with warnings in the Annual Report data system called PATH PDX. SAMHSA reviews these data check measures each year and may request additional information to assist in evaluating the PATH program and reason why the GPRA measurement was not met. A list of current data checks is listed below. The Data Check measurements are as follows:
  - (a) Zero individuals contacted = 0;
  - (b) One hundred percent of persons contacted through outreach became enrolled in PATH;

## Special Terms & Conditions

- (c) Percentage of eligible persons contacted who became enrolled in PATH is less than 46 percent\*;
  - (d) Number of persons enrolled has decreased by more than 50 percent since the previous year or increased by more than 100 percent since the previous year;
  - (e) Percentage of PATH-enrolled individuals who received community mental health services is less than 53 percent of the GPRA Measure;
  - (f) Number of PATH-enrolled individuals who are 17 years old or younger is greater than zero; and
  - (g) Sum of "Client refused" and "Data not collected" categories for each demographic data element ("Unknown" category for #28f) is greater than 10 percent of the total number of persons enrolled in PATH (#15).
- b. Intended Use Plan (IUP)
- (1) Annual submission to DBHR in the form of an IUP by a DBHR-established date, which shall be communicated to the BHO to enable DBHR to meet the federal timeline for responding to the annual federal RFA/FOA for PATH funds;
  - (2) Each IUP must provide a projected summary of performance in the following outcome measures:
    - (a) Number of homeless adults to be contacted;
    - (b) Number of contacted homeless persons with serious mental illness who become enrolled in PATH services;
    - (c) Number of adult persons contacted using PATH funds that are literally homeless;
    - (d) Number of enrolled PATH individuals who will receive community mental health services;
    - (e) Number of persons referred to and who will attain housing; and
    - (f) Number of persons referred to and who will attain substance use disorder treatment services.
    - (g) Number of staff trained in SOAR
    - (h) Budget and Budget detail/narrative.
- c. Federal Financial Report.
- Provide a federal financial report to the DBHR, annually, no later than 60 days after the Agreement End Date, using the object class categories of Federal Standard Form 424A and Table 2: Approved Budget in Section 7.i. of this Program Agreement.
- d. The BHO shall complete reports according to the time schedules designated, and/or communicated by DBHR. Failure to submit required reports within the time specified may result in one or more of the following:
- (1) Withholding of current or future payments;

## **Special Terms & Conditions**

- (2) Withholding of additional awards for a project; and
  - (3) Suspension or termination of this Program Agreement.
- e. The BHO shall retain reporting-related records and provide access to the records for the time period specified in 45 CFR Part 74, Subpart D, or 45 CFR 92.42.

Financial and programmatic records, supporting documents, statistical records, and all other records of the BHO or subcontractor that are required by the terms of this Program Agreement or a subcontract, or may reasonably be considered pertinent to this Program Agreement or subcontract must be retained.

## Exhibit A

### Service Definitions for PATH Funded Services

#### Guiding Principles of PATH Administration and Management

The PATH program is a vital resource in communities as they seek to reduce and end chronic homelessness. PATH programs across the country have led the way in developing and perfecting methods of outreach and engagement that are effective with people who have serious mental illnesses/co-occurring disorders and who are literally homeless. PATH programs serve as the front door to Continuum of Care services and to mainstream mental health, primary health care and substance abuse treatment service systems.

In order for PATH to fulfill this role, we urge State Contracts to guide the activity of providers towards services to literally Homeless persons and active participation in the Continuum of Care. For states that have used PATH Funding for people who are at risk of homelessness, we understand that providing services primarily to persons who are literally Homeless will mean a change in the focus of PATH Funded programs; and this voluntary shift will be dependent on overall policy and administrative practice in each state.

#### Guiding Principles

Person-centered services: The PATH program is committed to services that meet the needs and preferences of people who are Homeless and who have mental illnesses/co-occurring disorders. Services are effective only if they meet needs identified by the individual. Service plans must be developed in partnership with individuals receiving services.

Culturally competent services: The PATH program is committed to meeting needs and preferences of individuals within the context of culture. For this to happen in a meaningful way, services must be offered in accordance with individually appropriate language, customs and cultural norms.

Consumer-run services: The history of the PATH program proves the effectiveness of services provided by people who have “been there”. Individuals who have achieved recovery serve as powerful examples, and consumer-run services are a strong tool in our efforts to address homelessness.

Commitment to quality: State PATH Contracts are committed to helping providers achieve high quality in all areas of service provision. Encouragement of evidence-based and exemplary practices within Homeless services and mainstream systems is part of this strategy.

#### Service Definitions

##### Outreach

The process of bringing individuals into treatment who do not access traditional services. Effective outreach utilizes strategies aimed at engaging persons into the needed array of services, including identification of individuals in need, screening, development of rapport, offering support while assisting with immediate and basic needs, and referral to appropriate resources. Outreach results in increased access to and utilization of community services by people who are Homeless and have mental illnesses.

Active outreach is defined as face-to-face interaction with literally Homeless people in streets, shelters, under bridges, and in other non-traditional settings. In active outreach, workers seek out Homeless individuals.

Outreach may include methods such as distribution of flyers and other written information, public service announcements, and other indirect methods.



## **Exhibit A**

Outreach through the 'Services' project set up in HMIS may also include "in-reach", defined as when outreach staff persons are placed in a service site frequented by Homeless people, such as a shelter or community resource center, and direct, face to face interactions occur at that site. In this form of outreach, Homeless individuals seek out outreach workers.

The location that the individual slept on the night before the PATH worker engaged with him/her will determine if the contact should be counted as 'outreach' or 'services'. Outreach is only counted when the individual stayed in a place not meant for human habitation.

### **Screening and Diagnostic Treatment**

A continuum of assessment services that ranges from brief eligibility screening to comprehensive clinical assessment.

### **Habilitation and Rehabilitation Services**

Community-based treatment and education services designed to promote maximum functioning, a sense of well-being, and a personally satisfying level of independence for individuals who are Homeless and have mental illnesses/co-occurring disorders.

### **Community Mental Health Services**

Community-based supports designed to stabilize and provide ongoing supports and services for individuals with mental illnesses/co-occurring disorders or dual diagnoses. This general category does not include case management, alcohol or drug treatment and/or habilitation and rehabilitation, since they are defined separately in this document.

### **Alcohol or Drug Treatment**

Preventive, diagnostic, and other outpatient treatment services as well as support for people who have a psychological and/or physical dependence on one or more addictive substances, and a co-occurring mental illness.

### **Staff Training**

Materials, packages or programs designed to increase the knowledge or skills of individuals who work in shelters, mental health clinics, and substance abuse treatment programs and other sites regarding the needs of the target population, job related responsibilities and service delivery strategies to promote effective services and best practices.

### **Case Management**

Services that develop case plans for delivering community services to PATH eligible recipients. The case plans should be developed in partnership with people who receive PATH services to coordinate evaluation, treatment, housing and/or care of individuals, tailored to individual needs and preferences. Case Managers assist the individual in accessing needed services, coordinate the delivery of services in accordance with the case plan, and follow-up and monitor progress. Activities may include financial planning, access to entitlement assistance, representative payee services, etc.

### **Supportive and Supervisory Services in Residential Settings**

Services provided in residential settings that are designed to support individuals during their transition into mainstream services.

### **Housing Services**

## **Exhibit A**

Specialized services designed to increase access to and maintenance of stable housing for PATH-enrolled individuals who have significant or unusual barriers to housing. These services are distinct from and not part of PATH-funded case management, supportive and supervisory services in residential settings, or housing assistance referral activities.

### **Minor Renovation**

Services or resources provided to make essential repairs to a housing unit in order to provide or improve access to the unit and/or eliminate health or safety hazards.

### **Planning of Housing**

Activities related to the analysis and formulation of a detailed set of action steps, timelines, and resources necessary to create or expand housing for the target population.

### **Technical Assistance in Applying for Housing Services**

Targeted training, guidance, information sharing, and assistance to, or on behalf of, PATH-enrolled individuals who encounter complex access issues related to housing.

### **Improving the Coordination of Housing Services**

The process of systematically analyzing interagency interactions among housing service providers, developing relevant information, and informing appropriate authorities of viable alternatives for selection of the most effective combination of available resources to best meet the residential needs of the target population.

### **Security Deposits**

Provision of funds for PATH-enrolled individuals who are in the process of acquiring rental housing but who do not have the assets to pay the first and last month's rent or other security deposits required to move in.

### **Costs associated with matching eligible Homeless individuals with appropriate housing situations**

Expenditures made on behalf of PATH-enrolled individuals to meet the costs, other than security deposits and one-time rental payments, of establishing a household. These may include items such as rental application fees, furniture and furnishings, and moving expenses. These may also include reasonable expenditures to satisfy outstanding consumer debts identified in rental application credit checks that otherwise preclude successfully securing immediately available housing.

### **One-time rental payments to prevent eviction**

One-time rental payments are made for PATH-enrolled individuals who cannot afford to make the payments themselves, who are at risk of eviction without assistance and who qualify for these services on the basis of income or need.

### **Referrals for Primary Health Services, Job Training, Education Services and Relevant Housing Services**

Services intended to link persons to primary health care, job training, income supports, education, housing, and other needed services not directly provided by the PATH program or individual PATH providers.

**Exhibit B**

**Local Provider Intended Use Plan (IUP)**

Exhibit B attached as separate document.

## Exhibit C

### 2018-2019 Projects for Assistance in Transition from Homelessness (PATH) Government Performance and Results Act (GPRA) Measures

#### ***Measure 3.4.15: Increase the percentage of enrolled homeless persons in the Projects for Assistance in Transition from Homelessness (PATH) program who receive community mental health services***

**FY 2017 Target: 66%**

**FY 2018 Target: 66%**

The PATH legislation mandates that the program target persons with serious mental illness (SMI) who may also experience a co-occurring substance use disorder and who are experiencing homelessness or are at risk of homelessness. This measure reflects the PATH program's legislative intent to provide a link to mental health and community-based services.

#### ***Measure 3.4.16: Number of homeless persons contacted***

**FY 2018 Target: 185,524**

**FY 2019 Target: 185,524**

This measure indicates the number of homeless persons contacted by PATH providers. Persistent and consistent outreach and the introduction of services at the client's pace are important steps to engaging persons experiencing homelessness with SMI, and beginning the process of linking them to housing, mental health services, substance use treatment, case management, and other supportive services.

#### ***Measure 3.4.17: Percentage of contacted homeless persons with serious mental illness who become enrolled in services***

**FY 2018 Target: 58%**

**FY 2019 Target: 58%**

This measure is an indication of the rate of enrollment for PATH-eligible individuals. PATH enrollment is defined as:

- The individual is determined to be "PATH eligible" (i.e., experiencing serious mental illness and homelessness or at imminent risk of homelessness);
- The PATH worker has established engagement with the individual (the individual has agreed to work towards a goal with the PATH worker); and
- The PATH worker has opened an individual case record that contains demographic information, documentation of PATH eligibility, mutual agreement for the provision of services, and services to be provided.

#### ***Measure 3.4.20: Increase the number of Projects for Assistance in Transition from Homelessness (PATH) providers trained on SSI/SSDI Outreach, Access, and Recovery (SOAR) to ensure eligible homeless clients are receiving benefits***

**FY 2018 Target: 2,296**

**FY 2019 Target: 2,296**

This measure indicates the number of PATH providers trained on Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR). This output is important in that, once trained, PATH providers are better able to assist PATH clients in applying for and receiving the income benefits for which they are eligible.

*Information in this document is based on information contained in the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Administration's (SAMHSA) FY 2017 Congressional Budget Justification.*

SAMHSA also requires states to report data for the following three outcome measures:

- Number of persons referred to and attaining housing;
- Number of persons referred to and attaining mental health services; and
- Number of persons referred to and attaining substance use disorder services.

## Local Match Certification

(This form must be submitted with final contract billing.)

I, \_\_\_\_\_ certify that local funds and/or in-kind items  
PRINT NAME

\_\_\_\_\_ were provided in the amount of  
TYPE AND SOURCE OF FUNDS/ITEMS

\$ \_\_\_\_\_ and were used to match federal funds paid during the time period  
of \_\_\_\_\_ through \_\_\_\_\_ for

\_\_\_\_\_  
TYPE OF SERVICE/CONTRACT

|   |      |                        |
|---|------|------------------------|
| NAME OF ENTITY                            |      |                        |
| NAME OF AUTHORIZED AGENT                  |      | CONTRACT/VENDOR NUMBER |
| AUTHORIZED REPRESENTATIVE'S SIGNATURE     | DATE | TITLE OR POSITION      |
| PRINTED NAME OF AUTHORIZED REPRESENTATIVE |      | TELEPHONE NUMBER       |

### Instructions

- Name: Printed name of the local entity's agent authorized to complete certification form.
- Type and source of funds: The type and source of local funds used. In-kind sources need specific identification showing who donated the item(s) (e.g., volunteers, building use, etc.).
- Dollar amount: Dollars that were used to match federal funds paid during the time period. Dollars reported must agree with amount on the final billing.
- Time frame: Period of time the services were provided.
- Type of service/contract: Services eligible for FFP.
- Name of entity: Name of local entity that is providing the local funding match.
- Name of authorized agent: Name of local entity that is authorized to act in behalf of local entity.
- Contract/vendor number: The contract or vendor number of the local entity.
- Authorized representative's signature: The signature of the local entity authorized representative.
- Date: Date when form was completed.
- Title or position: Title or position of local entity authorized representative
- Printed name: Printed name of authorized representative.
- Telephone number: Telephone number of authorized representative. Include the area code.