

Great Rivers BHO Provider Contract PATH Services and Activities

This contract is between Great Rivers Behavioral Health Organization (Great Rivers) and the Contractor identified below:

Columbia Wellness 921 14 th Avenue Longview, WA 98632 Telephone: (360) 353-9363	Contract Start Date: 10/01/2018 Contract End Date: 09/30/2019 Budget Authority: DSHS Federal Funds Contract Number: 20180140 CFDA Number: 93.150
Program Contact: David McClay Fiscal Contact: David McClay Great Rivers Contact: Marc Bollinger Fiscal Contact: Marc Bollinger	
DUNS Number 050286272 Tax ID Number 91-0598130	

Columbia Wellness hereinafter referred to as the Contractor, agree to the terms and conditions of this Contract, including all terms and exhibits, by signing below:

**FOR GREAT RIVERS BEHAVIORAL
HEALTH ORGANIZATION:**

FOR COLUMBIA WELLNESS:

Edna J. Fund
Great Rivers Governing Board Chair

Jake Oja
Columbia Wellness Board President

Date

Date

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

- 1.1. **Agreement** means this Great Rivers and BHA Agreement on General Terms and Conditions, Special Terms and Conditions and Exhibits and other documents attached or incorporated by reference.
- 1.2. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>.
- 1.3. **Confidential Information** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
- 1.4. **Contractor** means the BHA entity with which Great Rivers enters into this Agreement.
- 1.5. **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- 1.6. **DSHS or the department or the Department** means the Department of Social and Health Services of the State of Washington.
- 1.7. **DSHS Representative** means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.
- 1.8. **Data Universal Numbering System (DUNS)** means a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.
- 1.9. **Encrypt** means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
- 1.10. **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between Great Rivers and the BHA.
- 1.11. **Great Rivers** means Great Rivers Behavioral Health Organization. Great Rivers is a BHO within Cowlitz County, Grays Harbor County, Lewis County, Pacific County and Wahkiakum County.
- 1.12. **Owner** means a person who is a director, officer, partner, or a person or corporation with beneficial ownership of more than 5 percent of an entity's equity.
- 1.13. **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

- 1.14. **Physically Secure** means that access is restricted through physical means to authorized individuals only.
- 1.15. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW may be accessed at <http://apps.leg.wa.gov/rcw>.
- 1.16. **Secretary** means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.
- 1.17. **Secured Area** means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- 1.18. **Subcontract** means a separate Contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Agreement.
- 1.19. **Tracking** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.20. **Trusted Systems** include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.21. **USC** means the United States Code. All references in this Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at <http://www.gpo.gov/uscode/>.
- 1.22. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC may be accessed at <http://apps.leg.wa.gov/wac>

2. **AMENDMENT.**

This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

3. **ASSIGNMENT.**

Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the Great Rivers CEO and the written assumption of the Contractor's obligations by the third party.

4. BILLING LIMITATIONS.

Unless otherwise specified in this Agreement, Great Rivers shall not pay any claims except for those described in Exhibit A.

5. COMPLIANCE WITH APPLICABLE LAW.

At all times during the term of this Agreement the Contractor and Great Rivers shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulation.

6. CONFIDENTIALITY.

6.1. The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the Contractor's performance of the services contemplated there under, except:

6.1.1. As provided by law; or,

6.1.2. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

6.2. The Contractor and Great Rivers shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

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

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

6.2.3. Ensure the security of Confidential Information transmitted via fax (facsimile) by:

6.2.3.1. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

6.2.3.2. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

6.2.3.3. Verifying after transmittal that the fax was received by the intended recipient.

6.2.4. Send paper documents containing Confidential Information via a Trusted System.

6.2.5. Following the requirements of the Great Rivers Data Security Requirements Exhibit B, attached to this contract.

- 6.3. Upon request by Great Rivers, at the end of the Contract term or when no longer needed, Confidential Information shall be returned to Great Rivers or Contractor shall certify in writing that they employed a Great Rivers approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the Great Rivers contact identified on the cover page of this Agreement.
- 6.4. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.
- 6.5. The compromise or potential compromise of Confidential Information must be reported to Great Rivers Contact designated on this Agreement within five (5) business days of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law, or Great Rivers.

7. CONTRACTOR CERTIFICATION REGARDING ETHICS.

By signing this Agreement, the Contractor certifies that the Contractor is in compliance with Great Rivers Code of Ethical Conduct throughout the term of this Agreement.

8. DEBARMENT CERTIFICATION.

The Contractor, by signature to this Contract, certifies that the Contractor and any Owners is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. The Contractor shall immediately notify Great Rivers if, during the term of this Contract, Contractor becomes debarred. Great Rivers may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof. The Contractor also agrees to include the above requirements in all subcontracts in which it enters.

9. DISPUTES.

When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute.

- 9.1. The Contractor and Great Rivers shall attempt to resolve the dispute through informal means between the Contractor and the Great Rivers CEO.
- 9.2. If the Contractor is not satisfied with the outcome, the Contractor may submit the disputed issue, in writing to Chair, Great Rivers Governing Board, 57 West Main Street, Suite 260, Chehalis, WA 98632. The written submission must contain the following information:
 - 9.2.1. The Contractor's Contact for the issue.
 - 9.2.2. The Issue in dispute.
 - 9.2.3. The Contractor's position on the issue.
- 9.3. The Great Rivers Governing Board Chair may request additional information from the Contractor. The Chair shall issue a written review decision to the Contractor within thirty

(30) calendar days of receipt of all information relevant to the issue. The review decision shall be provided to the Contractor.

9.4. If the Contractor disagrees with the written review decision by the Chair, the Contractor may request the full Great Rivers Governing Board review all information supplied by both parties up to that point. The Governing Board shall issue a final written decision to the Contractor within thirty (30) calendar days of receipt of all requested information.

9.5. Both parties agree to make their best efforts to resolve disputes arising from this Agreement and agree that this dispute resolution process is the sole administrative remedy available under this Agreement.

10. ENTIRE AGREEMENT.

This Agreement, including all documents attached to or incorporated by reference, shall contain all the terms and conditions to be agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

11. GOVERNING LAW AND VENUE.

The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against Great Rivers involving this Agreement, venue shall be proper only in Lewis County, Washington. In the event of a lawsuit by Great Rivers against the Contractor involving this Agreement, venue shall be proper only as provided in which the BHO entity is located.

12. HIPAA COMPLIANCE.

Preamble: This section of the Agreement (referred to as "Contract" in this section") is the Business Associate Agreement as required by HIPAA.

12.1. Definitions.

12.1.1. **Business Associate**, as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

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

12.1.3. **Breach** means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

12.1.4. **Covered Entity** means Great Rivers, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.

- 12.1.5. **Designated Record Set** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 12.1.6. **Electronic Protected Health Information (EPHI)** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- 12.1.7. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- 12.1.8. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 12.1.9. **Individual(s)** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 12.1.10. **Minimum Necessary** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 12.1.11. **Protected Health Information (PHI)** means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- 12.1.12. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 12.1.13. **Subcontractor** as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 12.1.14. **Use** includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

- 12.2. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 12.3. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- 12.3.1. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - 12.3.2. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
 - 12.3.3. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - 12.3.4. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - 12.3.5. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - 12.3.6. **Impermissible Use or Disclosure of PHI.** Business Associate shall report to Great Rivers in writing all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by Great Rivers, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use

or disclosure.

12.3.7. **Failure to Cure.** If Great Rivers learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by Great Rivers do not end the violation, Great Rivers shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

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

12.3.9. **Consent to Audit.** Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of Great Rivers, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

12.3.10. **Obligations of Business Associate upon Expiration or Termination.** Upon expiration or termination of this Contract for any reason, with respect to PHI received from Great Rivers, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of Great Rivers, Business Associate shall:

12.3.10.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

12.3.10.2. Return to Great Rivers or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

12.3.10.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;

12.3.10.4. Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and

12.3.10.5. Return to Great Rivers or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

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

12.4. Individual Rights.

12.4.1. Accounting of Disclosures.

12.4.1.1. Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

12.4.1.2. Within ten (10) business days of a request from Great Rivers, Business Associate shall make available to Great Rivers the information in Business Associate's possession that is necessary for Great Rivers to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

12.4.1.3. At the request of Great Rivers or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

12.4.1.4. Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

12.4.2. Access.

12.4.2.1. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by Great Rivers or the Individual as necessary to satisfy Great Rivers' obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

12.4.2.2. When the request is made by the Individual to the Business Associate or if Great Rivers asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by Great Rivers, the Business Associate shall provide the records to Great Rivers within ten (10) business days.

12.4.3. Amendment.

12.4.3.1. If Great Rivers amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and Great Rivers has previously provided the PHI or record that is the subject of the amendment to Business Associate, then Great Rivers will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

12.4.3.2. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by Great Rivers or as necessary to satisfy Great Rivers' obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

12.5. **Subcontracts and Other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall

ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).

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

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

12.8. Breach Notification.

12.8.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from Great Rivers or involving Great Rivers' clients, Business Associate will take all measures required by state or federal law.

12.8.2. Business Associate will notify Great Rivers within one (1) business day of discovery by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

12.8.3. Business Associate will notify the Great Rivers Contact shown on the cover page of this Contract within five (5) business days by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the Great Rivers Contact. Business Associate will coordinate and cooperate with Great Rivers to provide a copy of its investigation and other information requested by Great Rivers, including advance copies of any notifications required for Great Rivers review before disseminating and verification of the dates notifications were sent.

12.8.4. If Great Rivers or the Contractor determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

12.8.4.1. requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

12.8.4.2. requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

12.8.4.3. requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and

12.8.4.4. Great Rivers will take appropriate remedial measures up to termination of this Contract.

12.9. Miscellaneous Provisions.

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

12.9.2. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

13. **INDEPENDENT STATUS.**

For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of Great Rivers and that an independent contractor relationship will be created by this Agreement. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of Great Rivers. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of Great Rivers. The Contractor shall indemnify and hold harmless Great Rivers from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

14. **INSPECTION.**

Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of the Agreement unless otherwise extended until all litigation, claims, or audit findings involving the records have been resolved as described in Section 18. Maintenance of Records, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. INSURANCE.

15.1. Great Rivers certifies that it is a member of a risk pool as provided by, RCW 48.62 and RCW 39.34., and shall pay for losses for which it is found liable.

15.2. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found liable.

15.2.1. If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. Great Rivers, its elected and appointed officials, agents, and employees shall be named as additional insureds.

16. LAWSUITS.

Nothing in this Agreement shall be construed to mean that the Contractor, a County, BHA, or their Subcontractors, agents or employees, can bring a legal claim for declaratory relief, injunctive relief, judicial review under RCW 34.05, or civil liability against the state or state agencies for actions or inactions performed pursuant to the administration of RCW 71.05 or RCW 71.24 with regard to the following: (a) allocation or payment of federal or state funds; (b) the use or allocation of state hospital beds; or (c) financial responsibility for the provision of long term or short term inpatient mental health care.

17. LOBBYING PROHIBITED.

Federal Funds must not be used for lobbying activities as defined in 2 CFR 200.450, as amended.

18. MAINTENANCE OF RECORDS.

18.1. During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, the Contractor shall maintain records sufficient to:

18.1.1. Document performance of all acts required by law, regulation, or this Agreement, including but not limited to maintaining the content of all medical records in a manner consistent with utilization control requirements of 42 CFR 456, 42 CFR 456.111, and 42 CFR 456.211.

18.1.2. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to Great Rivers and all expenditures made by the Contractor to perform as required by this Agreement.

18.1.3. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

18.2. Without agreeing that litigation or claims are legally authorized, if any litigation, claim, audit or other legal action involving the records is started before the expiration of

the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

19. ORDER OF PRECEDENCE.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- 19.1. Applicable federal and State of Washington statutes and regulations.
- 19.2. The **General** Terms & Conditions of this Agreement.
- 19.3. The **Special** Terms & Conditions of this Agreement.
- 19.4. Any **Exhibits** attached or incorporated into this Agreement by reference.

20. OWNERSHIP OF MATERIAL.

Material created by the Contractor and paid for by Great Rivers as a part of this Agreement shall be owned by Great Rivers and shall be "work made for hire" as defined by Title 17 USC, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by Great Rivers is owned by the Contractor and is not "work made for hire"; however, Great Rivers shall have a perpetual license to use this material for Great Rivers internal purposes at no charge to Great Rivers, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

21. RESPONSIBILITY.

Contractor shall be responsible for and shall indemnify and hold Great Rivers harmless (including all costs and attorney fees) from all claims for personal injury, property damage and/or disclosure of confidential information and/or from the imposition of government fines or penalties resulting from the acts or omissions of the Contractor and of subcontractors related to the performance of this contract. Great Rivers shall be responsible and shall indemnify and hold Contractor harmless (including all costs and attorney fees) from all claims for personal injury, property damage and/or disclosure of confidential information and/or from the imposition of government fines or penalties resulting from the acts or omissions of the Contractor and of subcontractors related to the performance of this contract. Except to the extent caused by the gross negligence and/or willful misconduct of the Great Rivers, the Contractor shall indemnify and hold Great Rivers harmless from any claims made by non-participating BHAs or any other agency/organization related to the provision of services under this Agreement. This indemnity obligation includes any claim that the Great Rivers was negligent in the hiring, retention or supervision of the contractor.

22. SEVERABILITY.

The provisions of this Agreement are severable. If any court holds invalid any provision of this Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement.

23. **SUBCONTRACTING.**

The Contractor may subcontract services to be provided under this Agreement, unless otherwise specified within this Agreement. If Great Rivers, the Contractor, and a subcontractor of the Contractor are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement, then Great Rivers shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than Great Rivers and the Contractor. This provision shall not apply in the event of a settlement by either Great Rivers or the Contractor.

24. **SUBRECIPIENTS.**

24.1. **General.** If the Contractor is a subrecipient of federal awards as defined by the 2 CFR Part 200 and this Agreement, the Contractor shall:

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

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

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

24.1.4. Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

24.1.5. Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200 and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

24.1.6. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C D E, and G, and 28 CFR Parts 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

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

24.2.1. Submit to the Great Rivers contact person, listed on the first page of this Agreement, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

24.2.2. Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings", reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

24.3. **Overpayments.** If it is determined by Great Rivers, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Agreement, Great Rivers may require the Contractor to reimburse Great Rivers in accordance with 2 CFR Part 200.

25. **SURVIVABILITY.**

The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular Agreement shall survive. Surviving terms include, but are not limited to the following Sections: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Subcontracting, Termination for Default, Termination Procedure, and Treatment to Property.

26. **TERMINATION DUE TO CHANGE IN FUNDING, CONTRACT RENEGOTIATION OR SUSPENSION.**

If the funds Great Rivers relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contracted but prior to the normal completion of this Agreement.

26.1. At Great Rivers' discretion, this Agreement may be renegotiated under the revised funding conditions.

26.2. Great Rivers' discretion, Great Rivers may give notice to Contractor to suspend performance when Great Rivers determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.

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

26.2.2. When Great Rivers determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to Great Rivers informing Great Rivers whether it can resume performance and, if so, the date of resumption. For purposes of this sub-subsection, "written notice" may include email.

26.2.3. If the Contractor's proposed resumption date is not acceptable to Great Rivers and an acceptable date cannot be negotiated, Great Rivers may terminate the contract by giving written notice to Contractor. The parties

agree that the Contract will be terminated retroactive to the date of the notice of suspension. Great Rivers shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

- 26.3. Great Rivers may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Great Rivers shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Great Rivers in the event the termination in this section is exercised.

27. **TERMINATION FOR CONVENIENCE.**

Great Rivers CEO may terminate this Agreement in whole or in part for convenience by giving the Contractor at the least ninety (90) days calendar days' written notice addressed to Great Rivers CEO. The Contractor may terminate this Agreement for convenience by giving Great Rivers at least ninety (90) days calendar days' written notice addressed to the Great Rivers CEO.

28. **TERMINATION FOR DEFAULT.**

- 28.1. Great Rivers CEO may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if Great Rivers has a reasonable basis to believe that the Contractor has:

28.1.1. Failed to meet or maintain any requirement for contracting with Great Rivers;

28.1.2. Failed to protect the health or safety of any Great Rivers client;

28.1.3. Failed to perform under any term or condition of this agreement, or any provision of this Agreement;

28.1.4. Violated any law, regulation, rule, or ordinance applicable to this Agreement; or

28.1.5. Otherwise breached any provision or condition of this Agreement.

- 28.2. Before Great Rivers CEO may terminate this Agreement for default, Great Rivers shall provide the Contractor with written notice of the Contractor's noncompliance with this Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, Great Rivers CEO may then terminate this Agreement. Great Rivers CEO may terminate this Agreement for default without such written notice and without opportunity for correction if Great Rivers has a reasonable basis to believe that a client's health or safety is in jeopardy.

- 28.3. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to Great Rivers, if the Contractor has a reasonable basis to believe that Great Rivers has:

28.3.1. Failed to meet or maintain any requirement for contracting with the

Contractor;

28.3.2. Failed to perform under any provision of this Agreement;

28.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; or

28.3.4. Otherwise breached any provision or condition of this Agreement.

28.4. Before the Contractor may terminate this Agreement for default, the Contractor shall provide Great Rivers with written notice of Great Rivers' noncompliance with the agreement and provide Great Rivers a reasonable opportunity to correct Great Rivers' noncompliance. If Great Rivers does not correct Great Rivers' noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the agreement.

29. EXPIRATION PROCEDURE.

The following provisions apply in the event this Agreement is terminated or expires:

29.1. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions including those contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

29.2. The Contractor shall promptly deliver to Great Rivers CEO, all Great Rivers assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return Great Rivers' property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of Great Rivers that is in the possession of the Contractor pending return to Great Rivers.

29.3. Great Rivers shall be liable for and shall pay for only those services authorized and provided through the effective date of termination or expiration. Great Rivers may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by Great Rivers.

29.4. If Great Rivers CEO terminates this Agreement for default, Great Rivers may withhold a sum from the final payment to the Contractor that Great Rivers determines is necessary to protect Great Rivers against loss or additional liability occasioned by the alleged default. Great Rivers shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in "Lawsuits" Section of this Agreement.

29.5. If the Contractor at any time decides it shall no longer be a service provider within Great Rivers mental health system for any reason, the Contractor must provide the Great Rivers contact person, or successor, listed on the first page of this Agreement with written notice at least ninety (90) calendar days prior to the effective date of termination and work with Great Rivers to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to BHO clients. The transition

plan shall address all issues leading to the transition of the agency function to Great Rivers such as the payment and encounter reconciliation, and of all items and/or requirements of the Contractor that extend beyond the termination of services.

29.6.

30. TREATMENT OF CLIENT PROPERTY.

30.1. Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

30.2. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs.

30.3. Upon termination or completion of this Agreement, the Contractor shall promptly release to the client and/or the client's Authorized Representative all of the client's personal property.

30.4. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of lawful or unlawful weapons and drugs).

31. TREATMENT OF PROPERTY.

All property purchased or furnished by Great Rivers for use by the Contractor during this Contract term shall remain with Great Rivers. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by Great Rivers under this Contract shall pass to and vest in Great Rivers. The Contractor shall protect and maintain all Great Rivers' property in its possession against loss or damage and shall return Great Rivers' property to Great Rivers upon Contract termination or expiration.

32. WAIVER.

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, "Amendment". Only the Great Rivers Governing Board or designee has the authority to waive any term or condition of this Agreement on behalf of Great Rivers.

SPECIAL TERMS AND CONDITIONS

1. PURPOSE

The purpose of this Agreement is for the Contractor to conduct PATH Projects that will accommodate the local needs and circumstances of PATH Eligible individuals. The Contractor will provide PATH eligible services as provided for in the federal DHHS, SAMHSA FY 2018-2019 Application Request for Application (RFA) #SM-18-F2.

Period of Performance – This Agreement is in effect from **October 1, 2018 through September 30, 2019.**

2. DEFINITIONS SPECIFIC TO SPECIAL TERMS.

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

2.1. **Audit** means a systematic review, or appraisal made to determine whether internal accounting and other control systems provide reasonable assurance of compliance with:

2.1.1. Properly conducted financial operations.

2.1.2. Fairly and accurately presented financial reports.

2.1.3. Applicable laws, regulations, and other grant terms.

2.1.4. Economical and efficient management of grant resources.

2.1.5. Effective achievement of desired results and objectives.

2.2. **Behavioral Health Agency (BHA)** means an agency that is licensed by the State of Washington to provide mental health and/or substance use disorder treatment and is subcontracted under this Agreement to provide services.

2.3. **Behavioral Health Organization (BHO)** 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.

2.4. **Case Management** for PATH Clients means:

2.4.1. 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.

2.4.2. 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.

2.4.3. 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.

- 2.4.4. 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
- 2.4.5. 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.
- 2.5. **Chronic Homlessness** refers to a homeless individual/head of household with a disability who:
- 2.5.1. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; AND
- 2.5.2. 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
- 2.5.3. 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.
- 2.6. **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.
- 2.7. **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.
- 2.8. **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.
- 2.9. **Coordinated Entry** means 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.
- 2.10. **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.

- 2.11. **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.
- 2.12. **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.
- 2.13. **HCA** means the Washington State Health Care Authority.
- 2.14. **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.
- 2.15. **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:
- 2.15.1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations.
 - 2.15.2. An institution that provides a temporary residence for individuals.
 - 2.15.3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.16. **Housing Services** means provision or assistance with:
- 2.16.1. Minor renovation, expansion, and repair of housing.
 - 2.16.2. Plans for housing.
 - 2.16.3. Applying for housing assistance.
 - 2.16.4. Improving the coordination of housing services.
 - 2.16.5. Security deposits, which are the costs associated with matching PATH Eligible Homeless individuals with appropriate housing situations and one-time rental payment to prevent eviction.
- 2.17. **Imminent Risk or At Risk** of becoming Homeless means:
- 2.17.1. Having a recent history of homelessness.
 - 2.17.2. Having a doubled-up living arrangement or temporary or inadequate housing where the individual's name is not on the lease.
 - 2.17.3. Having received an eviction notice without a fixed, adequate night-time residence to which to move; and
 - 2.17.4. Being discharged from a health care or criminal justice facility

without a place to live.

- 2.18. **IUP or Intended Use Plan** means Section C of the Contractor-submitted and HCA-approved Local Provider Intended Use Plan for the Washington PATH Application for federal funding. For purposes of this Agreement, the Contractor's IUP is attached hereto and incorporated herein by this reference as Exhibit D.
- 2.19. **Outreach** 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. Outreach may include finding and contacting potential PATH Eligible Clients who have come into a social service program, such as a drop-in center.
- 2.20. **PATH** means Projects for Assistance in Transition from Homelessness.
- 2.21. **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.
- 2.22. **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.
- 2.23. **PATH Ineligible** individuals are individuals who:
- 2.23.1. Are under eighteen (18) years of age;
 - 2.23.2. Have been housed for a period up to one year.
 - 2.23.3. Are served by the Veterans Administration (VA) or VA subcontractors providing the full range of needed services stipulated by PATH statutes and regulations; and
 - 2.23.4. 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 management services, employment services, psychiatric and medical services and/or other services that will assist the individual in avoiding homelessness.
- 2.24. **Prepaid Inpatient Health Plan or PIHP** means an entity that;
- 2.24.1. 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;
 - 2.24.2. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its enrollees; and
 - 2.24.3. Does not have a comprehensive risk contract.
- 2.25. **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 and Program Agreement.

- 2.26. **RSA or Regional Service Area** means a geographic area established by Health Care Authority (HCA). The Contractor provides mental health services and substance use disorder treatment services within this area
- 2.27. **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.
- 2.28. **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.
- 2.29. **Services** definition for HMIS data entry (attached as Exhibit C) means outreach and engagement activities in locations such as a social service program, such as drop-in center or shelter where the person is living the night before contact.
- 2.30. **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.

3. PAYMENT

- 3.1. PATH funds will be paid in the amount outlined in Exhibit A., Payment Provisions.
- 3.2. During the term of this Contract, payment shall be made within thirty (30) days of receipt of invoice. Generally, invoices will be paid within two (2) weeks of receipt if required documentation is submitted in a timely manner. The Contractor shall be responsible to provide all behavioral health services through the end of the month for which they are legally obligated by this agreement.
 - 3.2.1. Each payment shall be reduced by the amount paid by Great Rivers on behalf of the Contractor for unpaid assessments, penalties, damages, and other payments pending a dispute resolution process. If the dispute is still pending at the end of this Agreement, Great Rivers shall withhold the amount in question from the final payment until the dispute is resolved.
 - 3.2.2. Great Rivers will withhold fifty percent (50%) of the final payment under this Agreement until all final reports and data are received and accepted by Great Rivers, and until all pending corrective actions, penalties, or unpaid assessments are satisfied.
- 3.3. Contractor must pursue and report all Third Party Revenue related to services provided under this Agreement.

- 3.4. Great Rivers must not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Great Rivers will not pay for any services provided prior to the start date of this Agreement.

4. REQUIREMENTS, CONDITIONS, AND LIMITATIONS FOR PATH FUNDS.

- 4.1. The Contractor shall **not** expend more than twenty percent (20%) of PATH Funds under this Agreement for Housing Services, in accordance with the requirements of RFA # SM-18-F2.
- 4.2. The Contractor shall **not**:
 - 4.2.1. Have a policy of excluding individuals from mental health services due to the existence or suspicion of Substance Use Disorder.
 - 4.2.2. Have a policy of excluding individuals from Substance Use Disorder services due to the existence or suspicion of Mental Illness.
- 4.3. The Contractor 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.
- 4.4. The Contractor 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:
 - 4.4.1. The percentage of the total costs of the program or project financed with PATH Funds.
 - 4.4.2. The dollar amount of PATH Funds for the program or project.
 - 4.4.3. The percentage and dollar amount of the total costs of the program or project that will be financed by non-governmental sources.
- 4.5. The Contractor shall use any program income generated under this 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.
- 4.6. The Contractor shall not use PATH Funds under this Agreement to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is 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.
- 4.7. The Contractor shall adhere to the following restrictions on Grantee Lobbying – Appropriations Act Section 503:
 - 4.7.1. No part of any funding under this 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.

4.7.2. No part of any funding under this 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.

4.8. The Contractor shall comply with all requirements, including employment standards, detailed in 45 CFR Part 76, and RFA # SM-18-F2.

5. SUBCONTRACTOR MONITORING

5.1. The Contractor shall obtain prior approval before entering into any subcontracting arrangement. In addition, the Contractor shall submit to the Great Rivers CEO at least one of the following for review and approval purposes:

5.1.1. Copy of the proposed subcontract to ensure it meets all Great Rivers requirements; or

5.1.2. Copy of the contractor's standard contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or

5.1.3. 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.

5.2. The Contractor shall submit, within fourteen (14) calendar days, copies of any review reports of approved sub-contractors who conduct PATH activities and any documentation related to monitoring, especially in the event that corrective action is indicated or imposed.

6. REPORTING REQUIREMENTS

6.1. The Contractor shall provide the following reports:

6.1.1. Annual Report/IUP.

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

6.1.1.1. 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).

6.1.1.2. Summary of performance in the following outcome measures:

6.1.1.2.1. The number of PATH Enrolled Clients.

6.1.1.2.2. The increase or decrease in the number of individuals with Co-Occurring Serious Mental Illness and Substance Use Disorders who receive treatment for both disorders.

6.1.1.2.3. The number of individuals who received Outreach and became enrolled, with a target of at least 58% of individuals contacted through PATH-supported Outreach for FY 2018 and 2019 (see Exhibits D and F).

6.1.2. Annual submission to Great Rivers in the form of an IUP, by a Great Rivers-established date, which shall be communicated to the Contractor to enable Great Rivers to meet the federal timeline for responding to the annual federal RFA/FOA for PATH Funds.

6.1.3. Each IUP must provide a projected summary performance in the following outcome measures:

6.1.3.1. Number of homeless adults to be contacted;

6.1.3.2. Number of contacted homeless persons with serious mental illness who become enrolled in PATH services;

6.1.3.3. Number of adult persons contacted using PATH funds that are literally homeless;

6.1.3.4. Number of enrolled PATH individuals who will receive community mental health services;

6.1.3.5. Number of persons referred to and who will attain housing; and

6.1.3.6. Number of persons referred to and who will attain substance use disorder treatment services.

6.1.3.7. Number of staff trained in SOAR.

6.1.3.8. Budget and Budget detail/narrative.

6.1.4. Federal Financial Report.

Provide a federal financial report to Great Rivers, annually, no later than 60 days after the Agreement End Date, using the object class categories of Federal Standard Form 424A and Table 2: PATH Award to Contractor of this Agreement.

6.1.5. CMHS Reports.

6.1.5.1. Complete and submit electronically client service report forms required by CMHS PATH annual reporting guidelines, no later than the deadline established by CMHS, communicated by HCA to the Contractor, and generally within 90 days following the

end of the previous FFY.

- 6.1.5.2. Submit client service data consistent with the national "Service Definitions for PATH-Funded Services", developed by the PATH Administrative Workgroup on January 2005. (attached as Exhibit C).
- 6.2. The Contractor shall complete reports according to the time schedules designated, and/or communicated by Great Rivers. Failure to submit required reports within the time specified may result in one or more of the following:
 - 6.2.1. Withholding of current or future payments.
 - 6.2.2. Withholding of additional awards for a project.
 - 6.2.3. Suspension or termination of this Agreement.
- 6.3. The Contractor 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 Contractor or subcontractor that are required by the terms of this Agreement or a subcontract, or may reasonably be considered pertinent to this Agreement or subcontract must be retained.

7. REMEDIAL ACTION

- 7.1. Great Rivers may initiate remedial action if Great Rivers determines any of the following situations exist:
 - 7.1.1. A problem exists that negatively impacts individuals receiving services.
 - 7.1.2. The Contractor has failed to perform any of the mental health services required under this Agreement.
 - 7.1.3. The Contractor has failed to develop, produce and / or deliver to Great Rivers any of the statements, reports, data, data corrections, accountings, claims and / or documentation required under this Agreement.
 - 7.1.4. The Contractor has failed to perform any administrative function required under this Agreement, where administrative function is defined as any obligation other than the actual provision of mental health services.
 - 7.1.5. The Contractor has failed to implement corrective action required by the State and within Great Rivers prescribed time frames.
- 7.2. Great Rivers may impose any of the following remedial actions if Great Rivers determines the situations described in this Section exist:

- 7.2.1. Corrective Action Plan

The Great Rivers may require the contractor to develop a corrective action plan, which must be submitted for approval to Great Rivers within fifteen (15) calendar days of notification. Corrective action plans may require modification of any policies or

procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. Great Rivers may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

7.2.1.1. Corrective action plans must include:

7.2.1.1.1. A brief description of the finding(s), including all relevant information specific to the issue(s).

7.2.1.1.2. Specific actions to be taken, a timetable, a description of the monitoring to be performed, the steps taken and the individuals responsible for resolving the situation.

7.2.1.2. Corrective action plans are subject to approval by Great Rivers, which may:

7.2.1.2.1. Accept the plan as submitted.

7.2.1.2.2. Accept the plan with specified modifications.

7.2.1.2.3. Request a modified plan.

7.2.1.2.4. Reject the plan.

7.2.2. Hold on Invoices

7.2.2.1. The Great Rivers may hold the processing of any invoices under this Agreement, until corrective action is approved as complete. Great Rivers at its sole discretion may release a portion or all of any payments withheld once satisfactory resolution has been achieved.

8. STATEMENT OF WORK

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

8.1. Solicit PATH clients' and public comments and recommendations to identify the service needs of PATH Clients at least annually.

8.1.1. 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.

8.1.2. 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 Contractor and incorporated herein by this reference.

8.2. Provide services and activities described in the Contractor's IUP within the amounts and categories listed in the Approved Budget Table found within this Agreement.

- 8.2.1. The IUP shall be the basis of the Contractor's, and any HCA-approved subcontractors' PATH services and activities using PATH Funds under this Agreement.
 - 8.2.2. Services shall be culturally competent, professional, and effective.
 - 8.2.3. Services shall be provided in the least intrusive manner in locations where PATH Eligible individuals may be found and served.
 - 8.2.4. The number of people to be served (contacted) are listed in Exhibit F: People to be served.
- 8.3. Provide the services and activities described in the IUP, attached as Exhibit D.
- 8.4. Strongly encourage to provide a smoke-free workplace and promote abstinence of all tobacco products.
- 8.5. Assure staffing levels as described in the IUP.
- 8.6. Ensure Enrolled PATH Clients are screened for eligibility for all possible benefits, including, at a minimum, but not limited to:
- 8.6.1. 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.
 - 8.6.2. Housing services and resources.
 - 8.6.3. Veterans' services.
 - 8.6.4. SSI/SSDI or other disability and financial benefits.
 - 8.6.5. American Indian benefits.
 - 8.6.6. Economic services.
 - 8.6.7. Medical services.
 - 8.6.8. Substance Use Disorder treatment services.
 - 8.6.9. Vocational rehabilitation services.
- 8.7. Give special consideration to serving veterans, and strongly encouraged to work closely with entities that demonstrate effectiveness in serving homeless veterans.
- 8.8. Maintain individual client service records for Enrolled PATH Clients, where each client service record shall contain at a minimum:
- 8.8.1. 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.
 - 8.8.2. The context of the referral.

- 8.8.3. The condition and functioning of the Enrolled PATH Client at the time of initial assessment and subsequently.
- 8.8.4. The history and symptoms of the Enrolled PATH Client's Mental Illness reported and observed.
- 8.8.5. An assessment of each PATH Client's basic needs, including legal and safety issues, cultural issues, and Substance Use Disorder issues, as appropriate.
- 8.8.6. An assessment of the Enrolled PATH Client's mental health and/or Co-Occurring mental health and Substance Use Disorder service needs.
- 8.8.7. A service plan.
- 8.9. Regular notation of PATH client progress service plan accomplishment, including transfer to other mainstream services, such as local BHO and PIHP services.
- 8.10. 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.
- 8.11. Achieve or exceed national PATH Government Performance and Results Act (GPRA) performance measures in delivery and costs of services – see Exhibit E, as established in Exhibit D, Local Provider Intended Use Plan (IUP).
- 8.12. Participate in the planning and collaboration of local continuum of care committees affecting PATH Clients.
 - 8.12.1. Strongly encouraged to participate in the planning and collaboration of local continuum of care committees.
 - 8.12.2. Maintain records that identify the source and usage of funds associated with the provision of Housing Services.
- 8.13. Be legally and financially responsible for all aspects of PATH services and activities under this Agreement, including subcontracted agencies.
- 8.14. Submit, within fourteen (14) calendar days, copies of any review reports of approved sub-contractors who conduct PATH activities and any documentation related to monitoring, especially in the event that corrective action is indicated or imposed.
- 8.15. Submit proposed revisions to the IUP, or any HCA-approved successor IUP, to Great Rivers CEO, when proposed revisions reflect substantial changes in PATH services and activities funded under this Agreement.
 - 8.15.1. Revised IUPs are subject to approval by Great Rivers prior to implementation.
 - 8.15.2. Proposed changes must be submitted to Great Rivers for

consideration and approval, at least 60 days before implementation.

- 8.15.3. Changes to the IUP approved by Great Rivers in writing shall be incorporated by reference into this Agreement, and shall supersede any previous versions of the IUP.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

EXHIBIT A – PAYMENT PROVISIONS

1. Total maximum consideration payable to Contractor for satisfactory performance of the work under this Agreement is the direct award of FFY 2018-2019 PATH Funds as shown in Table 2: PATH Award to Contractor.
2. 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.
3. 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.
4. **Budget**
 - a. The Contractor may expend funds up to the total amount listed in Table 2, PATH Award to Contractor. The Contractor 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 Agreement is:
 - i. 45 CFR 92.22.
 - ii. Public Health Service Grants Policy Statement.
 - iii. Authorizing legislation for the PATH Program.
 - iv. Exhibit D, IUP.
 - v. Table 2: PATH Award to Contractor within this Agreement.
 - c. The Contractor, a non-profit entity, is subject to 45 CFR Part 74.
 - d. 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.
 - e. 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.
 - f. Administrative costs included in indirect costs shall not exceed 4 percent (4%) of PATH Funds directly or by subcontract.
 - g. Any lease arrangements utilizing PATH Funds under this Agreement may not be funded beyond this Agreement's period or performance, nor may the portion of the

space leased with PATH Funds be used for purposes not supported by this Agreement.

h. The Approved Budget for this Agreement is as follows:

Table 2: PATH Award to Contractor

Category	PATH Federal Dollars	Match	Total Award
a. Personnel	\$36,716.00		
b. Fringe Benefits	\$8,500.00		
c. Travel	\$2,000.00		
d. Equipment	\$1,000.00		
e. Supplies	\$1,000.00		
f. Contractual	\$0		
g. Construction	\$0		
h. Other	\$1,000.00		
<i>i. Total Direct Charges (Sum of a-h)</i>	<i>\$50,216.00</i>		
j. Indirect Charges	\$1,545.00		
k. Grant Total (Sum of I and j)	\$51,761.00	\$17,254.00	\$69,015.00
l. Total Award for State	\$1,329,133.00		
m. Percentage of the Total Award	0.03894		

5. Billing

Great Rivers shall reimburse the Contractor for actual expenditures incurred while performing services under this Agreement, up to the Maximum Consideration of this Agreement.

- a. Payment shall be based on invoices approved by Great Rivers and shall be contingent upon timely receipt and acceptance of all financial and program reports required pursuant to this contract. Invoices should be received by Great Rivers no later than the tenth (10th) of the month. Payment shall be made within thirty (30) days of receipt of invoice. Generally invoices will be paid within two (2) weeks of receipt if required documentation is submitted in a timely manner.
- b. Claims for reimbursement shall be submitted monthly by Budget Category. The Contractor shall submit claims for reimbursement monthly, no later than thirty (30) days following the month in which services are provided.
- c. Invoices shall provide detailed amounts per project, per calendar month, for the time period being billed.
- d. The final invoice must be received within thirty (45) days following the Agreement end date to ensure final payment. Failure to submit final invoices may result in nonpayment.
- e. The required Contractor monthly Service Report shall consist of the following:

- i. List of amount billed by each project and budget category, including zero amount if no services were billed
 - ii. Number of clients served by each project and budget category
 - iii. Number of services provided by project and budget category
 - iv. A summary of year to date total expenditures by project and budget category
 - v. Contractor certifies it has all applicable data to support the reporting of services provided and billed.
6. The Contractor shall maintain financial records that track expenditures by Budget Category.
7. This Agreement's funding is dependent upon Great Rivers' receipt of continued Federal funding awards. If Great Rivers does not receive continued Federal funding awards, Great Rivers may terminate this Agreement in accordance with this Agreement's General Terms and Conditions.
8. Any PATH Funds obligated under this Agreement which are not expended by September 30, 2019, may not be used or carried forward to any other Agreement.
9. If requested, The Contractor shall submit to the Great Rivers contact by March 31, 2019, a completed, Schedule of Expenditures of Federal Awards.
10. The Contractor will make every attempt to provide project services to clients through the duration of this contract. If project funds become exhausted and will affect client's project services, a thirty (30) day written notice will be sent to clients affected and Great Rivers copied on the correspondence. Contractor will make reasonable efforts prior to funds being exhausted to find alternative resources to continue the project services through the contract period.
- 11. Payment**
 - a. Payment shall be considered timely if made by Great Rivers within thirty (30) days after receipt and acceptance by Great Rivers of the properly completed invoices. Great Rivers may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Agreement.

EXHIBIT B – DATA SECURITY REQUIREMENTS

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access Great Rivers Confidential Information.
 - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport.** When transporting Great Rivers Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.

3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For Great Rivers Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the

Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by Great Rivers on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access Great Rivers Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by Great Rivers on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, Great Rivers Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits

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

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

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

h. Data stored for backup purposes.

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

4. Data Segregation.

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

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

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

EXHIBIT C – 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

1. 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.

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

2. Screening and Diagnostic Treatment

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

3. 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.

4. 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.

5. 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.

6. Staff Training

Materials, packages or programs designed to increase the knowledge or skills of individuals who work in shelters, mental health clinics, 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.

7. 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.

8. Supportive and Supervisory Services in Residential Settings

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

9. Housing Services

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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Other Appropriate Services, As Determined By the Secretary

EXHIBIT D – LOCAL PROVIDER INTENDED USE PLAN (IUP)

Exhibit D attached as separate document.

EXHIBIT E - PATH GOVERNMENT PERFORMANCE AND RESULTS ACT (GPRA) MEASURES

Measure 3.4.15: Percentage of enrolled homeless persons 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 serious mental illness (SMI), and beginning the process of linking them to housing, mental health services, Substance Use Disorder 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 Source Notes

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

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

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

EXHIBIT F – PEOPLE TO BE SERVED BY PROVIDERS

People to be Served by Provider Primary IUP Provider	Geographic Service Area	Estimated # to Contact in 12 Month Period	Estimated # to Enroll in 12 Month Period	# Trained in SOAR in 12 Month Period	# Assisted through SOAR in 12 Month Period
North Central Washington BHO – Catholic Family and Child Services of Catholic Charities Yakima	North Central Washington BHO	100	30	3	0
Great Rivers BHO – Columbia Wellness	Great Rivers BHO	250	200	1	0
Greater Columbia BHO – Central WA MH DBA Comprehensive	Greater Columbia BHO	160	96	0	0
Greater Columbia BHO – Lourdes Counseling	Greater Columbia BHO	155	90	1	0
King County BHO – DESC	King County BHO	395	15	4	0
King County BHO – Sound MH	King County BHO	250	145	1	3
North Sound BHO – Compass Health Snohomish	North Sound BHO	400	232	3	5
North Sound BHO – Compass Health Whatcom	North Sound BHO	268	99	2	0
Salish BHO – Peninsula Behavioral Health	Salish BHO	200	100	0	0
Pierce – Comprehensive Life Resources	Pierce County	500	250	1	0
Pierce – Greater Lakes Mental Health	Pierce County	400	120	0	0
Spokane County Regional BHO – Frontier Behavioral Health	Spokane County Regional BHO	95	55	1	1
Community Services Northwest	Southwest Washington RSA	100	60	2	9
Thurston Mason BHO – Capital Recovery Center	Thurston Mason BHO	400	190	1	10