


Attachment E-Sample Contract

		FEDERAL COMMUNITY SERVICES CONTRACT		PHSKC Contract # XXXX CHS	
This Contract is between King County and the Contractor identified below. The County department overseeing the work to be performed in this Contract is the Department of Public Health (PHSKC).					
CONTRACTOR NAME			CONTRACTOR FEDERAL TAX ID #		
CONTRACTOR ADDRESS			CONTRACTOR CONTACT & EMAIL ADDRESS		
PHSKC DIVISION CHS			PROJECT TITLE		
CONTRACT START DATE January 01, 2025		CONTRACT END DATE December 31, 2027		CONTRACT MAXIMUM AMOUNT \$ ---	
FUNDING DETAILS					
<u>Funding Source</u> US Dept of Health and Human Services HRSA Grant # H80CS00056, under the Public Health Service Act, Section 330h		<u>PHSKC Contract #</u> 1040 CHS		<u>Amount</u> \$ -----	
				<u>Effective Dates</u> Jan 01 2025 TO Dec 31 2027	
Mental Illness and Drug Dependency funding via King County DCHS		NA		\$ -----	
				<u>Effective Dates</u> Jan 01 2025 TO Dec 31 2027	
FUNDING SUMMARY FEDERAL: \$ -----		LOCAL: \$ -----			
The Contractor is NOT considered a subrecipient for purposes of this Contract.					
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: Exhibit A-Definitions; Exhibit B-Documentation of Services Guidelines; Exhibit C-Standard Finance & Budget Requirements; Exhibit D-Funding Summary; Exhibit 1-Scope of Work; Exhibit 2-Budget; Exhibit 3-Invoice template.					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Contractor shall provide services and comply with the requirements set forth in this Contract, which consists of Part A-King County Terms and Conditions, Part B-Federal Terms, and attached exhibits, each of which are made a part hereof by reference. The parties signing below represent that they have read and understand this Contract and have the authority to execute this Contract. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Contract, the Contractor certifies that it has read and understands the Contract requirements on the PHSKC website (http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx) and agrees to comply with all of the Contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.					
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
_____		_____		_____	
PHSKC SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
_____		_____		_____	

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

PART A. KING COUNTY TERMS AND CONDITIONS

1. Contract Term and Termination

- A. This Contract shall begin on the Contract Start Date and shall terminate on the Contract End Date as specified on page 1 of this Contract, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, prior to the Contract End Date, by providing the other party thirty (30) days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Contractor thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 1.C. (1), the Contractor shall be liable for damages.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- D. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Contractor shall be released from any obligation to provide such further services pursuant to the Contract ; and (3) in the case of suspension the Contractor shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall compensate the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, in accordance with the terms found in the attached Budget Exhibit.
- B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- C. The Contractor shall submit its final invoice and all outstanding reports within 30 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by

the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any later invoice.

- D. When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The Contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Contractor not timely expend funds allocated under this Contract, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Contract. The County may unilaterally make changes to the funding source without the need for an amendment. The Contractor shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter

into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all entities seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, state, and/or federal agencies or officials, access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the Contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>.

7. Financial Reports and Audits

Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to MonitoringTechnicalSupport@kingcounty.gov by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during the its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor’s fiscal year.
- B. If the Contractor is not subject to the requirements in subsection A, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> • Form 990 within 30 days of its being filed; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> • Income tax return; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Contractor’s fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Contractor’s fiscal year.

C. Waiver

A Contractor that is not subject to the requirements in subsection A may request, and in the County’s sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor’s Board of Directors.

- D. The County may require additional audit or review requirements and the Contractor will be required to comply with any such requirements.

8. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services (each a

“breach”), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach.
- B. The Contractor shall respond with a written corrective action plan within ten (10) working days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach, which shall not be more than thirty (30) days from the date of the Contractor’s response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.
- C. The County will notify the Contractor in writing of the County’s determination as to the sufficiency of the Contractor’s corrective action plan. The determination of sufficiency of the Contractor’s corrective action plan shall be at the sole discretion of the County.
- D. If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor’s corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 1.
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor’s failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. Contractor’s Duty to Repay County:

The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.

C. Contractor Indemnifies County:

The Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation Act, Disability Benefit Act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

The County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

11. Insurance Requirements

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractor, providers, and/or provider subcontractor to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages

and requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Contractor shall read and provide required insurance documentation prior to the signing of this Contract.

12. Assignment/Subcontract

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C. The Contractor shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Federal Terms and Conditions as contained herein, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Contractor shall read and certify compliance.
- B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, for agreements for services with an initial or amended value of \$100,000 or more, the Contractor shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <https://kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial

action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a “Measurable Amount of Work” is defined as a definitive allocation of an employee’s time that can be attributed to work performed under this Contract, but that is not less than a total of one hour in any one week period.

14. Conflict of Interest

- A. The Contractor shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to K.C.C. 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.
- C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County’s denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County’s Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

15. Equipment Purchase, Maintenance, and Ownership

Funder’s requirements may take precedence over this section as applicable.

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more (hereinafter referred to as “Equipment”), is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the Equipment.
- B. The Contractor shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.
- C. All Equipment not listed as a budget line item purchased under this Contract requires prior written approval from the County.
- D. All Equipment purchased under this Contract shall be recorded and tagged as an asset in inventory and reported to the County.

16. Proprietary Rights

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant

to the Contractor, a nonexclusive, and royalty-free license to use, and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services under this Contract and assumes no obligation for future support of the activity under this Contract except as expressly set forth in this Contract.

20. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

21. Amendments

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

22. Notices

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to the Contractor contact and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by that party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Contract may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract electronically have authority to sign and bind its represented party to this Contract.

26. No Third Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

PART B. FEDERAL TERMS AND CONDITIONS

This Contract is funded in whole or in part by the US Government via US Dept of Health & Human Services HRSA Grant No. H80CS00056, under the Public Health Service Act, Section 330h. In addition to King County's general terms and conditions, the Contractor shall also comply with the terms and conditions of the funder in this Part.

Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less

than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) 2 CFR 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

(L) 2 CFR 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) 2 CFR Part 200 Subpart F – Audit Requirements

- 1) If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor shall meet the respective audit requirements described herein as applicable.
- 2) If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and 2 CFR Part 200 Subpart F, as amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with this requirement.
- 3) If the Contractor is a Washington state municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with this requirement.

(N) FEDERAL 330H GRANTOR SPECIFIC REQUIREMENTS

As applicable, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards as codified in 45 CFR Part 75 effective December 26, 2014, and the HRSA Standard Terms (<https://www.hrsa.gov/grants/standard-terms>).

In addition to other regulatory citations in this exhibit, the Contractor will comply with applicable program regulations and requirements of the following:

Public Health Services Act, Title III, Section 330, (Health Centers Consolidated Act of 1996)
Public Health Services Act, Section 330, 42 USC 254b Affordable Care Act, Section 10503
Public Health Services Act, Section 330, 42 USC 254b, as amended

The HHS Appropriations Act requires that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Contract should be American-made. Prior approval is required for the purchase of equipment with a unit cost of \$5,000 or more (45 CFR 75.439). Additional obligations related to equipment purchases are cited in 45 CFR 75.430.

The HHS Appropriations Act and HHS Grants Policy Statement require that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all contractors

receiving federal funds, shall clearly state the percentage of the total costs of the program or project which will be financed with federal money, the dollar amount of federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15559), the Contractor is prohibited from using federal funds to provide abortion services except in the case of rape or incest, or when the life of the woman would be endangered.

Contractors of Federal 330h funds are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple lives in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than marriage. Accordingly, contractors must review and revise, as needed, internal policies and procedures that include references to familial relationships, such as "spouse," "husband," "wife," "marriage," or other terms related to the recognition of a marriage and/or family, to reflect the recognition.

Contractors are required to register and maintain information in the federal *System for Award Management (SAM)*, formerly CCR, unless exempt under FAR 4.1102. The information in SAM shall, at a minimum, be reviewed annually and updated as necessary.

Cannot deny services due to an individual's inability to pay. The Contractor will assure that no patient will be denied services funded under this contract due to inability to pay for services. The Contractor will assure that any fees or payments (if any) required by the Contractor for services under this contract will be reduced or waived to enable the Contractor to fulfill the assurance that no patient will be denied services due to inability to pay (42 United States Code 254 (b), Health Centers Consolidation Act of 1996 and the Safety Net Amendments of 2002).

Links related to Federal 330h

(A) HRSA Health Center Program Compliance Manual

<https://bphc.hrsa.gov/programrequirements/pdf/healthcentercompliancemanual.pdf>

(B) Legislation/regulation authorization

<http://www.gpo.gov/fdsys/pkg/PLAW-104publ299/pdf/PLAW-104publ299.pdf>

(C) 42 USC 254b <http://www.gpo.gov/fdsys/granule/USCODE-2010-title42/USCODE-2010-title42-chap6A-subchapII-partD-subparti-sec254b>

(D) Medicare & Medicaid Anti-kickback statute

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title42/42cfr1001_main_02.tpl

(E) Limited English Proficiency

<http://www.lep.gov/13166/eo13166.html>

(F) Eligibility for Services and Definition of Homeless Individuals per HRSA Health Center Program Compliance Manual,

<https://bphc.hrsa.gov/programrequirements/pdf/healthcentercompliancemanual.pdf>

330h Homeless Population: For the purposes of health centers receiving a Health Center Program award or designation under section 330(h) of the Public Health Service Act, the population served includes individuals or families:

1. Who lack housing, including those whose primary residence at night is a public or private facility (e.g., shelters) and individuals or families in transitional housing.
2. Who live on the streets; stay in a shelter, mission, single room occupancies; abandoned building or vehicle; or in any other unstable or non-permanent situation.
3. Who are "doubled up," or forced to stay with others because they are unable to maintain housing, regardless of whether they are a member of a family.
4. Who were previously homeless and are being released from a prison or hospital if they do not have a stable housing situation to return to.
5. Who are in permanent supportive housing. Individuals in permanent supportive housing are considered always at risk of homelessness.

Under section 330(h) a health center may continue to provide services for up to 12 months to formerly homeless individuals whom the health center has previously served but are no longer homeless as a result of becoming a resident in permanent housing.

(O) QUALIFIED SERVICE ORGANIZATION AGREEMENT

The provision of patient care documentation as well as the disclosure of any information identifying a person's receipt of alcohol and drug abuse treatment services is governed by federal regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR, parts 160 and 164, subparts A and E. **Contractor** and **Public Health-Seattle & King County** agree that the mutual disclosure of patient information is essential to the quality and continuity of care and therefore enter into a Qualified Service Organization Agreement as follows. Both parties:

1. Acknowledge that in receiving, storing, processing or otherwise dealing with any information from the Program about the patients in the program, they are fully bound by the federal requirements governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and by HIPAA.
2. If necessary, will resist in judicial proceedings any efforts to obtain access to patient records, except as permitted by these regulations, 42 CFR Part 2.
3. **Contractor** includes its employee(s) and sub-contractor(s), as regards this Agreement.
4. **Public Health** includes its employee(s) and contractor(s), as regards this Agreement.

Exhibit A Definitions: Services and Homelessness¹

SERVICE DEFINITIONS:

Behavioral Health Services, an umbrella term that refers to mental health and/or chemical dependency services including counseling, medical and/or psychosocial treatment services provided to individuals with substance use disorder, mental health disorders, and/or co-occurring disorders.

Case Management Services refers to patient-centered services that link patients with healthcare and psychosocial services to ensure timely coordinated access to medically appropriate levels of health care and to other support services. Key activities include (1) assessment of the patient's needs and personal support systems; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) patient monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary.

Chronic Health Conditions are those that persist for a long period of time. Examples of common chronic health conditions among people living homeless include, but are not limited to, asthma, arthritis, diabetes, depression and other mental health conditions, hypertension, congestive heart failure, hepatitis, cancer, substance use related health conditions, and HIV/AIDS.

Community Health Workers (CHWs) are members of the community who work with, or for, local healthcare systems to provide case management, health education, and/or other enabling services. CHWs often share cultural and linguistic characteristics with those whom they serve (e.g., shared ethnicity, race, socioeconomic status, language, or other lived experiences affecting health and wellbeing). CHWs may be referred to with various staff titles, including community health advisors, health advocates, peer health educators, peer advocates, and community health representatives.

Continuity of Care is when care is provided for a person in a coordinated manner and without disruption, despite involvement of different practitioners in different care settings. All involved in a person's care—including the person receiving care—communicate and work with each other to coordinate as a team and set goals. A person's needs change over time, and continuity of care assures that changing needs are met.

Enabling Services are intended to assist clients in managing health and social needs. Enabling services may include case management, outreach, referral making and confirmation, health education, and access and eligibility assistance.

Field Staff or Field Nurse refers to an individual who practices in the community, off-site from the clinic, and without on-site clinical supervision.

An **Interdisciplinary or Multidisciplinary Team** is comprised of individuals from at least two different disciplines, who share responsibility for the well-being of each patient. Team members communicate frequently, share information about the patient, coordinate services, and develop and work from common individualized care plans.

Harm Reduction is a set of practical strategies and ideas aimed at reducing harmful consequences and risky behaviors. A basic assumption in this approach is that patients want to

¹ All definitions are from HRSA Health Center Program Terms and Definitions unless otherwise specified.

make positive changes, and skilled clinicians are to use motivational strategies to help them move along the change continuum toward determined goals. Essential components of this philosophy include respect, trust, and a nonjudgmental stance on the issue at hand.

Health Education Services provide information to assist individuals in navigating options to promote health and healthy behaviors.

Housing First Model refers to programs which do not require that people stabilize in order to move into housing. The intent of Housing First programs is to move people into housing as quickly as possible, which places them in a better position to address issues of addiction and other health challenges. These programs provide a variety of individualized services to improve housing stability and promote well-being; however, people are not required to utilize these services in order to stay housed.

Medication Assisted Treatment is the combined use of medication, counseling, and behavioral health therapies for the treatment of substance use disorders.

Medical Care Services include the provision of general primary health care services and nursing services. Services include a comprehensive program of preventive, episodic, and ongoing care for acute and chronic conditions.

Mental Health Services include psychiatric, psychological, psychosocial, or crisis intervention services. The goal of Mental Health services is to help clients experiencing homelessness improve mental health, explore coping mechanisms, and address other facets of diagnosed or undiagnosed mental health issues and/or co-occurring disorders (please also refer to the Behavioral Health definition above).

Motivational Interviewing focuses on exploring stages of change (change theory) and resolving ambivalence and centers on motivational processes within the individual that facilitate change. It does not impose change, but rather supports change in a manner congruent with the person's own values and concerns.

Outreach Services Outreach is defined as an effort to approach and engage an individual with the objective of developing a relationship of trust. Services may include addressing an individual's immediate survival needs, providing health education, facilitating access to available services, and establishing trusting relationships.

Patient Experience of Care and Satisfaction encompasses the range of interactions that patients have with the health care system. As an integral component of health care quality, patient experience includes several aspects of health care delivery that patients value highly when they seek and receive care, such as getting timely appointments, easy access to information, and good communication with health care providers. Satisfaction is about whether a patient's expectations about a health encounter were met.

Physical and Behavioral Health Integration addresses the intersectionality of substance use disorder, physical health, and mental health needs by supporting coordinated, person-centered healthcare that focuses on whole health outcomes.

Quality Improvement/Quality Assurance (QI/QA): Quality is the degree to which health services increase the likelihood of desired health outcomes and are consistent with current professional knowledge. Improvement and assurance entail a continuous and structured planning process to evaluate current practice and improve systems and processes.

Racial Equity: is a process of eliminating racial disparities and improving outcomes for everyone. It is the intentional and continual practice of changing policies, practices, systems, and structures by prioritizing measurable change in the lives of people of color. The pursuit of racial equity requires continual examination of implicit bias and white supremacy.

Referrals are defined as resources and information given to the patient for the purpose of meeting one or more collateral needs (needs the immediate program cannot meet). Referrals are reported under the following categories:

- **Referrals Made:** when a provider directs a client to needed core medical or support services in person or via phone, written correspondence, or other form of communication.
- **Referral completed (or a linkage):** confirmation that a client has received the service referred. Confirmation may be self-reported by the client or confirmed by the provider of the referred service.

Respite Care is recuperative or convalescent services used by homeless people with medical problems who are too ill to recover on the streets or in a shelter. It includes the provision of shelter and medical care with linkages to other health care services such as mental health, oral health, substance use disorder treatment, housing, and social services.

Social Services or Supportive Services may include but are not restricted to such services as assistance with housing, eligibility, and transportation. Independent living skills support and training, and food services are other examples.

Substance Use Disorder/Chemical Dependency Treatment Services are screening, diagnosis, and treatment services for substance use disorders (e.g., disordered use of alcohol, tobacco, prescription and other drugs). At a minimum, these services include:

- Age-appropriate, harm/risk reduction and age-appropriate counseling to address identified risk factors, support abstinence, and/or decrease negative consequences of substance use disorder;
- Detoxification to manage withdrawal symptoms associated with substance use disorder; and,
- Treatment/rehabilitation, to include individual and/or group treatment, counseling and case management.
- Treatment may occur in out-patient or in short-term residential settings and may include medication for opioid use disorder (MOUD) such as Buprenorphine, Suboxone, and Methadone).

Trained assisters are employees, contractors, or volunteers who work on behalf of the health center (regardless of the funding source supporting the assisters' activities) to inform clients of affordable health insurance options and facilitate enrollment. Outreach and enrollment assisters are defined as customizable education sessions about affordable health insurance coverage options and/or other assistance provided by a trained assister to facilitate enrollment through the Health

Insurance Marketplace, or Medicaid. Outreach and enrollment assists may be provided one-on-one or in a group setting.

Trauma-Informed Care Approach (1) realizes the widespread impact of trauma and understands the potential paths for recovery; (2) recognizes the signs and symptoms of trauma in clients, families, caregivers, and other members of an individual's support system; (3) responds by fully integrating knowledge about trauma into policies, procedures and practices; and (4) seeks to actively resist re-traumatization. A trauma informed approach reflects the adherence to the following six principles: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and cultural, historical and gender issues.

Visit: visits are documented, individual, face-to-face, or virtual contacts between a patient and a licensed or credentialed provider who exercises independent, professional judgment. Visits are most often in person, one-on-one, however the following types of encounters are also allowed:

- **Telehealth** is an allowable visit when used for the purposes of reducing access barriers (geographic or mobility) and/or care coordination. Telehealth is defined as the use of telecommunications and information technologies to share information, and provide clinical care, education, public health, and administrative services at a distance. The provider must be acting independently and not assisting another provider.
- **Group sessions** for behavioral health are allowable visits. Group sessions may include group counseling, group treatment, and/or group therapy. Services rendered must be documented as detailed in Exhibit B, Documentation Guidelines. Documentation of patient referrals made and completed must be included when documenting other services to patients during an encounter.
- **Engaging One-on-One** refers to any of the following:
 1. Direct patient care such as foot care, self-management support for chronic health conditions, psychosocial support, and strategies for medication adherence.
 2. Educating patients on the importance of ongoing care (both in individual and group settings).
 3. Referring and linking people to primary care, specialty care, dental care, mental health support, chemical dependency assistance, and other health services.

DEFINITION OF HOMELESS INDIVIDUALS:

Eligibility for Services and Definition of Homeless Individuals per HRSA Health Center Program Compliance Manual: <https://bphc.hrsa.gov/programrequirements/compliancemanual/index.html>

330h Homeless Population: For the purposes of health centers receiving a Health Center Program award or designation under section 330(h) of the Public Health Service Act, the population served includes individuals or families:

1. Who lack housing, including those whose primary residence at night is a public or private facility (e.g., shelters) and individuals or families in transitional housing.

2. Who live on the streets; stay in a shelter, mission, single room occupancies; abandoned building or vehicle; or in any other unstable or non-permanent situation.
3. Who are "doubled up," or forced to stay with others because they are unable to maintain housing, regardless of whether they are a member of a family.
4. Who were previously homeless and are being released from a prison or hospital if they do not have a stable housing situation to return to.
5. Who are in permanent supportive housing. Individuals in permanent supportive housing are considered always at risk of homelessness.

EXHIBIT B: DOCUMENTATION OF SERVICES GUIDELINES

The following documentation guidelines are based on recognized principles of health record management and constitute the expectations of Public Health - Seattle & King County under this Contract.

Health Care for the Homeless Network (HCHN) requires health record audits and the inclusion of homeless patient records in the quality management activities of the contracting agency.

- All client visits must be documented in the client's health record. For every encounter submitted to HCHN, a corresponding case note or chart note documenting the visit must exist and be retrievable.
- All clients should be given the option to self-report demographic information, and it must be documented in the client record. This may include, but is not limited to, race, ethnicity, gender identity, sexual orientation, social unit, military service, language preference, medical coverage, homeless background, disability income, annual household income, zip code, migrant worker status, and housing status.
 - Contractors who experience hardships documenting any demographic data elements must contact their contract monitor to arrange appropriate technical assistance and/or identify reasonable accommodations – see HCHN Data Standards Manual for specific data and electronic file submission elements required.
- A client's eligibility for HCHN-funded services is based on the definitions of homelessness outlined in Exhibit A and must be documented in the health record or chart. However, broader definitions of homeless may also be applicable given a program's funding source. For contracts with non-HRSA funding, requests to serve patients according to any other homeless eligibility criteria than outlined in Exhibit A will be reviewed on a case-by-case basis by HCHN Administration.
 - Housing status must be collected at the first visit of the year when the patient was identified to be experiencing homelessness. Any change to housing status must be reflected in the case or chart notes.
- All case or chart notes should reflect the status of the client, the plan of care, and the clinical service provided by the provider. Providers should utilize charting practices that are universally accepted within their field of care and/or charting practices that have been adopted by the provider's agency. In each case or chart note, the reader should be able to determine:
 - The provider's assessment of the issue or health problem given the descriptive data or subjective and objective data provided by the client or surrogate during the visit.
 - The plan that has been developed with the client and which reflects a response to the assessment and the client's personal situation.
 - Referrals made and referrals completed (linkages), with treatment outcomes as available.
- Client records must be maintained and transferred in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and as prescribed by state law.

- The provision of patient care documentation, as well as the disclosure of any information identifying a person's receipt of alcohol and drug abuse treatment services, is governed by federal regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and by HIPAA, 45 CFR, parts 160 and 164, subparts A and E.
- Client records are the responsibility of the contracting agency employing the HCHN provider. The contracting agency will provide an accessible archive/storage facility for client health records that are maintained by the agency, to be available to HCHN as needed.
- Clinical Supervisors are expected to periodically review charts completed by HCHN funded staff, for quality and compliance purposes. Records of internal chart review should be noted and systematically filed and made available to HCHN as requested.

HOMELESS CATEGORIES FOR UDS REPORTING PURPOSES:

- **Doubled Up:** Patients who are living with others; the arrangement is generally considered to be temporary and unstable, though a patient may live in a succession of such arrangements over a protracted period of time.
- **Other:** This category may be used to report previously homeless patients who were housed when first seen, but who were still eligible for the Health Care for the Homeless program. Patients who reside in SRO (single room occupancy) hotels or motels, other day-to-day paid housing, or other housing programs that are targeted to homeless populations should also be classified as "other."
- **Permanent Supportive Housing (PSH):** permanent supportive housing usually is in service-rich environments, do not have time limits, and may be restricted to people with some type of disabling condition.
- **Shelter:** Shelters for homeless persons are seen as temporary and generally provide for meals as well as a place to sleep for a limited number of days and hours of the day that a resident may stay at the shelter.
- **Street:** This category includes patients who are living outdoors, in a car, in an encampment, in makeshift housing/shelter, or in other places generally not deemed safe or fit for human occupancy.
- **Transitional Housing:** Transitional housing units are generally small units where persons who leave a shelter are provided extended housing stays—generally between 6 months and 2 years—in a service rich environment. Count only those persons who are "transitioning" from a homeless environment. Do not include those who are transitioning from jail, an institutional treatment program, the military, schools or other institutions.

Classification of Patients from Correctional Facilities and Other Institutions

Persons who spent the prior night incarcerated, in an institutional treatment program (mental health, chemical dependency, etc.) or in a hospital should be reported based on where they intend to spend the night after their visit/release. If they do not know, report as "street."

Exhibit C: Standard Finance & Budget Requirements
Health Care for the Homeless Network, Public Health—Seattle & King County

The Contractor is required to comply with all applicable regulations related to cost principles and administrative requirements set forth by the Office of Management and Budget (OMB) and requirements set forth in this Contract and related attachments or certifications. HCHN refers to Healthcare for the Homeless Network.

The Contractor must maintain effective internal controls that provide a reasonable assurance of compliance with “Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards” (45 CFR 75.303).

Additional requirements of funders related to the receipt of their funds (including federal funding) may be found in Part B of the Contract and other exhibits.

Direct Allocated Costs:

For allocated direct costs such as occupancy or communications, the Contractor must submit within 14 business days of Contract execution a cost allocation plan that includes pertinent information such as the type of cost being allocated, parameter of the cost pool, allocation base (e.g., by FTE), and percentage being allocated to the HCHN Contract. HCHN requires that a new plan be submitted any time there is a change to the allocation base or quantities. The plan will be reviewed by HCHN finance staff prior to any invoice payments. When direct costs are allocated, they must be treated that way consistently across the agency, regardless of funding source.

Indirect Cost:

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Indirect costs will be calculated at a 10% *de minimis*, unless agency has an active Federally Negotiated Indirect Rate, or has negotiated an alternate indirect in an active contract with a local government agency.

Salary Limits for Federally Funded Positions:

The Contractor is not allowed to charge a federal grant a salary in excess of Federal Executive Level II of the Federal Executive Pay Scale. Rates are updated annually and may be viewed at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. This amount reflects an individual’s annual base salary exclusive of fringe benefits and income that an individual may be permitted to earn outside of the duties of the Contractor’s organization. Please ensure to check the guidance for future year cap increases.

FTE and Base Salary Information:

For changes in staffing, capacity or FTE level, the Contractor must submit an updated FTE chart to HCHN Contract Monitor and Fiscal Specialist within 30 days of the change. On an annual basis the Contractor must submit any salary updates to partial or fully direct funded staff. Updates (if any) should be submitted to HCHN no later than **June 30th every year**.

Billing and Reimbursement:

The Contractor will operate according to the budget that is negotiated with HCHN staff and appears in Exhibit 2 of this Contract. Changes to the budget amounts, line items, or costs pooled in a line item must be approved by HCHN staff preceding the next monthly billing and generally requires an amendment to this Contract.

The Contractor shall not invoice for costs incurred that are also paid for by another funding source. Signed (by hand or electronic) invoices and applicable documentation must be submitted on or before the 20th of each month. Invoices and documentation will be sent to the email address(es) included on the invoice template. If questions arise during HCHN's review of submitted invoice packets, payments will not be processed until all issues have been resolved.

All purchased items must be received by the Contractor or site staff by 12/31 of the current year in order to be eligible for reimbursement. Exceptions to this rule are granted in cases of back ordered products, unexpected delay by the shipper, or products that require additional customization for optimal use.

The Contractor will advise HCHN of any changes in revenue from other sources affecting this program, including grants and patient generated revenue. Funding changes may result in renegotiation of annual targets and the budget. The Contractor must have a mechanism to track and document expenses by line item that are assigned to HCHN funding source(s) and Program Generated Revenue (PGR) separately.

The Contractor will comply with year-end invoice submission requirements that are usually announced in November.

Invoice Documentation Requirements:

Requirements for documentation supporting invoices by line item will be specified by HCHN. Substitutions to any required documents must be approved by HCHN prior to billing. Upon request from HCHN, the Contractor must provide additional documentation to substantiate charges on the invoice. All patient assistance documentation must comply with HIPAA regulations and have confidential information redacted/blacked out.

For gift cards, bus, train, taxi vouchers or passes and other similar items, the Contractor is required to provide HCHN with receipt from the initial purchase as well as a disbursement log which includes: purpose, date disbursed, dollar value, and signatures of both the client and an agency representative. As a reminder, these items can only be billed to HCHN upon disbursement and will be paid when accompanied by the aforementioned documentation.

Please indicate if any costs included on the invoice are rental or lease costs. It is King County policy that we do not charge rental or lease costs to our Federal funding sources. HCHN staff will need to be made aware of any rental or lease costs so that those charges can be attributed to a non-Federal source.

Record Retention:

The Contractor must retain financial records, supporting documents, statistical records, and all other records pertinent to the Health Care for the Homeless Program for services completed by

the Contractor or under any subcontracts for the period specified in the general terms and conditions of this Contract.

Program Income (P.I.)/Patient Generated Revenue (PGR):

The Contractor shall report **monthly** to HCHN the receipt of any program service income generated under this Contract. Where applicable, estimated program income amounts and proposed uses must be reflected in the budget. All program income will be retained by the Contractor, but must be reinvested to further the objectives of Health Care for the Homeless within the program it was generated.

On a **quarterly** basis, the Contractor must provide a report showing revenue and expenditure associated with the HCHN funding and PGR on a template provided by HCHN. For providers whose effort is split between direct funds and PGR, HCHN will request a report showing the total number of visits (associated with the homeless program) and how many of the visits were billed to a third party.

On an **annual** basis, the Contractor must provide HCHN with detailed information on program income such as sources and amounts of the income and details on the costs covered by the program income. The information must be provided on the form HCHN provides for this purpose.

Double Dipping:

The Contractor must ensure that multiple funding sources (including those outside of HCHN) are not being billed for the same expenses (no double-dipping). For agencies generating PGR, HCHN cannot be billed for the excess cost associated with a visit that has already been partially reimbursed by a third party.

Organization "A" --- Project "A"

HEALTH CARE FOR THE HOMELESS PROGRAMS January 1 - December 31, 2022

Contract # XXXX CHS

EXHIBIT D -- FUNDING SUMMARY

Fund Source	Amount
Fed 330h	\$
MIDD	\$
TOTAL	

Contract # XXXX CHS
Exhibit 1: Scope of Work

Health Care for the Homeless Network, Public Health—Seattle & King County

Organization "A"
Project "A"

Period of Performance: January 1, 2025 - December 31, 2027

Health Care for the Homeless Network (HCHN) provides health care and ensures access to adapted care for people experiencing homelessness.

COMMITMENT TO HCHN SHARED VALUES

HCHN is committed to not only providing equitable access to medical, behavioral health, and support services to people experiencing homelessness, but also leadership to help change the conditions that deprive our neighbors of home and health. As a recipient of HCHN funding, the Contractor is expected to share in HCHN's commitment to the shared values outlined below, as well as those found in the "Values" section of the HCHN Website (<https://kingcounty.gov/depts/health/locations/homeless-health/healthcare-for-the-homeless/about-us.aspx>).

a. Diversity and efforts to eliminate racial and ethnic bias in our work and in access to health care

As a recipient of HCHN funding, the Contractor is expected to participate in any Network initiatives to advance racial equity goals and strive to reduce disparities and inequities experienced by staff and clients of color. This includes completing learning Organizational Change & Improvement objectives that align with "Go First" Priority Areas related to 1) Hiring, Recruitment, Retention, and Promotion of staff of color, 2) Racial Equity Training for Staff, Management, and Leadership, 3) Avenues for meaningful engagement and feedback from staff and clients of color, and 4) Systems of accountability.

b. Improving health status and disease prevention through equitable access to restrooms and drinking water

Access to safe, clean, and accessible restrooms and drinking water is recognized as a human right and core foundation of public health. Contractors are expected to make reasonable efforts to provide restroom access and drinking water at any facility or site where HCHN services are delivered. Reasonable efforts may include, but are not limited to, ensuring patients of all gender identities can access ADA compliant restrooms and ensuring access to water fountains (or other water distribution methods) during all hours of HCHN service operations.

In instances where the Contractor does not own or operate a facility or site, they shall make efforts to: 1) build effective relationships with property owners to aid in facilitating reasonable access; and 2) elevate all system and policy barriers to HCHN, so Public Health can help partner with other regulatory bodies to reduce barriers and assure equitable access. In the event that contractors face threats to safety from property owners during their pursuit of the aforementioned, the Contractor will prioritize their personal safety and the safety of their staff

and clients. As part of the biannual narrative requirements, contractors will document how restroom and drinking water access is available and describe any barriers.

WORK STATEMENT¹

The Contractor shall provide the following services to individuals and families experiencing, or formerly experiencing, homelessness who are most vulnerable and at risk: " --- **Program A, program description --- one or two sentences as appropriate, to reflect a high-level description of HCHN funded program elements"**

The Contractor shall participate as an active member of the collaborative Health Care for the Homeless Network in accordance with the terms and conditions described hereinafter.

The performance period for the indicated scope of work is January 1, 2025 through December 31, 2027. Funding and performance measurements are divided into 3 separate grant years:

- Year 1: January 1, 2025-December 31, 2025
- Year 2: January 1, 2026-December 31, 2026
- Year 3: January 1, 2027-December 31, 2027

Funding awards for each grant year is contingent up HCHN receiving awards and signed contracts from our funders. Funding sources may also vary per year. As such, the Budget Exhibit (Exhibit 2) and the Funding Summary (Exhibit D) will be amended to reflect awards for the upcoming grant year at the end of Year 1 and Year 2.

The total amount of reimbursement from Public Health—Seattle & King County funds is stated in Exhibit D, Funding Summary.

PROGRAM DESCRIPTION

A. Outcome

Health Resources & Services Administration (HRSA)

- Improve health and achieve health equity through access to quality services, a skilled health workforce and innovative programs.

Mental Illness & Drug Dependency Sales Tax

- Reduce more acute illness, high-risk behaviors, incarceration, and other emergency medical or crisis responses
- Reduce incidence & severity of co-occurring disorders

¹ In the event of County or State declared Public Health Emergencies or Disasters, the parties agree to work quickly to modify or adjust the scope of work outlined in this Contract as may be necessary, to better meet the needs of clients experiencing homelessness during times of emergency or crisis, while also considering the safety and capacity of Contractor staff. Allowable modifications may include redeployment of staff to alternate sites, adjustment to staffing models, and/or changes in service scope and provision. Provisions in the Contract affected by aforementioned changes (i.e. requirements, budget), will be considered and adjusted in accordance with Contracts Manager and/or Operations Manager approval.

King County Equity & Social Justice (ESJ) Strategic Plan

- Reduce disparities in health and housing
- Increase community engagement in planning processes

City of Seattle (HSD)

- **Prevent and reduce homelessness**
- **Increase self-sufficiency of vulnerable populations**

B. Indicators

Total number of clients engaged, services directly provided, and confirmed linkages will be reported monthly by Contractor.

C. Eligibility

Eligibility shall include individuals in King County experiencing homelessness or at risk of homelessness as defined in Exhibit A.

D. Definitions

For all terms relevant to this scope of work, please see Exhibit A, "Definitions: Services and Homelessness."

E. Program Requirements

1. To adhere to the HCHN Philosophy of Care and to ensure the highest quality and evidence-based practices, the Contractor will:
 - a. Participate in a multi-disciplinary team approach;
 - b. Assure continuity of care;
 - c. Practice and incorporate the approaches of trauma-informed care, motivational interviewing, and harm reduction; and
 - d. Provide self-management support to patients.
2. The Contractor shall ensure that all Contractor-employed providers of direct patient services be qualified, and have privileges granted, to perform those services for which they are employed, or for which they have volunteered. The Contractor will ensure that such providers are:
 - Licensed, certified, or registered as verified through a credentialing process, in accordance with applicable Federal, state, and local laws; and
 - Competent and fit to perform the contracted scope of work and/or assigned duties, as assessed through a privileging process.
3. The Contractor shall not deny services due to an individual's inability to pay. The Contractor will assure that fees for services provided under this Contract are discounted as follows:
 - A full discount is provided for individuals and families with annual incomes at or below 100 percent of the current Federal Poverty Level (FPL).
 - Partial discounts are provided for individuals and families with incomes above 100 percent of the current FPL and at or below 200 percent of the current FPL. Discounts should adjust based on gradations in income levels and include at least three discount pay classes.

- No discounts are provided to individuals and families with annual incomes above 200 percent of the current FPL.

4. The Contractor shall maintain grievance procedures for individuals who receive services under this Contract, which include how participants will be informed of their rights to address grievances, including ways to submit anonymously. Contractor shall maintain documentation of all grievances filed against the program including, but not limited to, name of the person filing the grievance (if known), date the grievance is filed, nature of the grievance, outcome of the grievance, and the date of the resolution.
5. The Contractor shall maintain policies and procedures for identifying risks to patient safety and adverse events, including practices and guidelines to respond to and prevent future adverse events. Policies and procedures should clearly outline chains of communication and guidance on escalation processes within the Contractor's organization.
6. The Contractor must maintain the confidentiality, integrity, and availability of protected health information. Laptops and information gathered, stored, and transmitted using laptops must be kept confidential and should have the appropriate administrative, technical, and physical safeguards to prevent unauthorized or accidental disclosure.
7. The Contractor shall incorporate services to homeless people into the Contractor's ongoing quality management activities.
8. Patients who are provided services identified under this Contract shall have an opportunity to participate in a patient feedback mechanism in order to comment on the effectiveness of the service they received and their accessibility to that service.
9. The Contractor shall execute Memoranda of Understanding (MOU) with each service site where services are regularly delivered to describe the responsibilities of Contractor and to clarify roles of site and Contractor staff.
10. Requirements specific to reporting can be found at the end of this Exhibit (Exhibit 1, Scope of Work), and requirements for use of program income (patient generated income or PGR) appear in Exhibit C, Standard Finance & Budget Requirements.
11. The Contractor shall notify the City of Seattle Human Services Connect Line at 206-376-2797 within five (5) business days regarding any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI) Enforcement Removal Operations (ERO); Customs and Border Protection (CPB), and U.S. Citizenship and Information Services (USCIS) regarding this Agreement. Except where State or Federal law, regulations or court orders shall require, no access or information shall be provided without prior review and consent of the City.
12. Additional Requirements:

Requirement	Frequency
Participate in and comply with HCHN site review processes	Annual
Participate in the development of program specific Performance Measurement and Evaluation (PME) Plan(s)	Within 45 days of the contract start date
Engage in formal review, and revision if needed, of the PME Plan(s)	Annually

Requirement	Frequency
Participate in and comply with the HCHN quality improvement and quality assurance activities, including, but not limited to, chart reviews, peer reviews, and UDS clinical measurement activities based on scope of service.	Annual
Submit annual program narratives	Annual
Submit reports or survey responses for any Public Health emergency planning needs	Weekly or as requested
Attend and actively participate in HCHN provider meetings	Quarterly
Attend and actively participate in HCHN Annual Gathering	Annual
Submit FTE charts and site schedules to Data and Fiscal Specialist (copying your Contract Monitor on the submission)	Tri-Annually
Notify HCHN of changes in personnel funded in whole or in part with HCHN funds and submit an updated site schedule	Within 30 days of staff change taking place
All new staff hired under this Contract will participate in an orientation provided by HCHN staff	As soon as possible after hire
Participate in HCHN data submission quality review, including resubmission of any files that do not adhere to HCHN data dictionary standards	Quarterly
Submit updates on Organizational Change & Improvement and access to restrooms & drinking water	Bi-annually
Submit updated provider credentials and training verification	Annually

COMPENSATION AND METHOD OF PAYMENT

Billing and invoice information is detailed in Exhibit 3 and Exhibit C of this Contract.

If the Contractor fails to submit any of the reporting requirements stated in this Contract, current and future invoices may not be paid until the Contractor submits all required information.

REPORTING REQUIREMENTS

A. Data Submission

The encounter goals/outcomes for providers in this scope of work will be measured from data submitted through electronic data uploads. The Contractor is required to maintain medical records or case note documentation for every HCHN encounter form/electronic upload submitted to HCHN that was provided by an HCHN supported staff person.

King County's Privacy Protection Laws

(<http://www.kingcounty.gov/about/website/privacy.aspx>) govern all data requests, including, but not limited to, sharing Protected Health Information.

If the Contractor is submitting data related to substance use disorder and/or alcohol treatment services, please note the provision of patient care documentation, as well as the disclosure of any information identifying a person's receipt of alcohol and drug abuse treatment services, is governed by federal regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR, parts 160 and 164, subparts A and E. Please see Contract terms Part B (O) Qualified Service Organization Agreement for additional details regarding disclosure of alcohol and drug abuse treatment service information.

The Contractor is required to submit electronic data on or before the 10th of each month according to the protocol referenced in the King County PH HCHN Database Project/King County DPH HCHN Data Requirements. The data file should include all encounter records created or modified during the prior month. All submissions shall include encounters that have taken place since the previous submission.

Non-receipt of encounters is cause for delayed payment of invoices. Encounters received more than 60 days after the individuals were seen may not be accepted. Please see Exhibit A for details on service definitions and Exhibit B for information on reporting categories.

B. Site Schedules

The Contractor is required to submit initial site schedules to the Data & Fiscal Specialist and the Contracts Contract Monitor within 30 days of Contract receipt. Thereafter, updated site schedules shall be submitted by April 1st, August 1st, and December 1st of each grant year.

Site schedules should contain the following elements:

- Names and locations of service sites
- Hours of operation for each site
- Staff Schedules showing: 1) staff members' names, 2) position titles and 3) days *and* times each staff member is at each site
- A contact name, email, and telephone number for client referral by other service providers

The Contractor is also required to provide written updates to their Data and Fiscal Specialist and Contract Monitor within 30 days of schedule changes, turn over, or other shifts in staffing (e.g., staff promotion, reduction in effort, extended leave).

Services shall be provided by substitute staff when regular staff are unavailable, but their names need not be reflected in the site schedule unless for a period longer than two weeks.

Non-receipt of the initial site schedules and/or updated site schedules within the timeframes outlined above is cause for delayed payment of invoices.

C. HCHN Data Submission Quality Review

The Contractor is required to maintain a file structure as laid out in the HCHN Data Standards Manual, to actively review performance monitoring reports from HCHN on a quarterly basis, and to compare HCHN performance monitoring reports to internal records. If any

discrepancies are found, the Contractor will notify HCHN within 14 business days and submit a refreshed file within 45 business days.

HCHN reserves the right to request file resubmission when files do not follow the standards set forth within the Data Standards Manual. The Contractor must resubmit files within 45 business days of the requested resubmission.

Required data elements for submission (as outlined in the Data Standards Manual) are subject to change based on HCHN's funder requirements. Contractors are required to work with HCHN to adjust data collection and transfer systems as needed.

D. Annual Narrative Report

The Contractor shall submit annual narrative reports on December 20th of each grant year using the designated HCHN narrative form.

E. Organizational Change and Improvement

The Contractor shall submit information on Organizational Change & Improvement Objectives, found in the Contractor's PME Plan, and updates on equitable access to restrooms and drinking water bi-annually. Information from January 1-June 30 of the grant year should be reported on the designated HCHN form by July 18th of each grant year.

Cumulative year to date (January 1– November 30) information on Organizational Change & Improvement Objectives and updates on equitable access to restrooms and drinking water should be included in the Annual Narrative form, due December 20th of each grant year.

Exhibit 2

Contract # XXXX CHS

BUDGET

JANUARY 1, 2025-DECEMBER 31st, 2027

Organization "A"

BUDGET DETAIL	Fed 330h / MIDD	Estimated Program Income
Total Personnel:	\$	
Total Travel/Training:	\$	
Total Supplies:	\$	
Total Client Assistance:	\$	
Total Other Operating	\$	
Total Contractual Costs:	\$	
Total Indirect Costs	\$	
TOTAL BUDGET	\$	

**** Program Income:** Program income amount is an estimate only based on prior earnings and is not a contractual expectation other than reporting the amount at least quarterly , documenting the amount earned, and reinvesting the program income back into the program. Contractors who do not normally earn program income are still required to report it at least on a quarterly basis (even if zero). On an annual basis, contractors who report program income are required to provide detail on the source and amount of program income (3rd party payments, donations, etc.) and report on how it is used (e.g., salaries, operating, etc) is required on a form provided by the HCHN Program.

**Contract # XXXX CHS
Exhibit 2 Attachment A
Line-Item Budget Justification**

Health Care for the Homeless Network, Public Health—Seattle & King County

**Organization "A"
Project "A"**

Period of Performance: January 1st, 2025 - December 31st, 2027

See Exhibit C for standard HCHN finance and budget requirements and requirements related to program income (patient generated revenue or PGR). This Contract includes federal funding—see Contract Part B for requirements related to Federal 330h Homeless funds.

Personnel:

EXAMPLES:

Program Manager: Allocated to cover salary expenses related to a portion of one FTE of the Program Manager. The Manager oversees the operation of the program ensuring compliance with grant goals and outcomes. The Program Manager provides support, training, and development of the program to meet the needs of employees, collateral agencies, and clients. The incumbent of this position also oversees the budget and reporting activities.

SUD Outreach: Allocated to cover salary expenses related for one full-time SUD Outreach Worker. Position provides outreach, engagement, screening, assessment, counseling, referral, and coordination of needed chemical dependency services to individuals in South King County and families in King County experiencing substance use disorders. SUD Outreach Counselor coordinates care with collateral service providers and service systems to ensure optimal client care.

Outreach Case Manager: Allocated to cover salary expenses related for one full-time Outreach Worker. The Outreach Worker will engage clients experiencing homelessness, with behavioral health needs in South King County. This position will focus on connecting clients to services and providing case management.

Psychiatric ARNP: Allocated to cover salary expenses related to a portion of the time of a half-time Psychiatric NP. The ARNP will conduct psychiatric evaluations, provide medication management, psychosocial education, and care coordination.

Admin Support/Office Coordinator: Allocated to cover salary expenses related to a portion of the time for a half-time administrative position. The Admin Support/Office Coordinator supports the program in ordering and purchasing, invoicing, program referrals and other administrative tasks.

Fringe Benefits: Allocated to cover expenses related to medical, dental, FICA, retirement and other required state/ federal benefits and taxes for employees.

Operating Expenses:

Travel/Training

Training and Conferences: Allocated to cover expenses related to training and conference opportunities for program staff professional development.

Private Auto Reimbursement: Allocated to cover expenses related to travel by program staff in their own personal vehicles for program outreach and direct services.

Supplies

Outreach Supplies: Supplies purchased for the purpose of client engagement, survival needs, and furthering rapport during outreach such as, but not limited to, hygiene products, socks, snacks, water, tarps, etc

General Office Supplies: Allocated to cover expenses pertaining to general office supplies utilized by program staff.

Copy/Printing: Allocated to cover expenses pertaining to copy and printing services needs.

Client Assistance:

Food and Clothing : Allocated to cover the expense of specific meals obtained for a client as it supports program delivery, or clothing purchased for a specific client as it supports program delivery.

IDs and other Documentation: Allocated to cover expenses for clients who need Identification Cards (ID) or other important vital documents.

Phones and phone minutes: Allocated to cover expenses of phones and phone minutes so that clients can stay connected.

Transportation: Allocated to cover expenses related to transportation needs for clients.

Motels: Allocated to cover expenses for client temporary lodging.

Other Operating:

Telephone/Internet: Allocated to cover expenses related to internet service and staff communication devices, included landlines and cellphone costs incurred by program staff.

Space Costs: Allocated to cover expenses related to office utilities and facilities management and development.

Indirect Costs: Allocated to cover expenses related to corporate level needs such as finance, human resources, facilities, billing, purchasing, information technology (IT), program oversight and executive management.

King County Accounts Payable Information

INVOICE

Agreement:

CPA:

Submit signed copy of invoice to:

Purchase Order # _____

Supplier Name _____

Supplier # 7649

Supplier Pay Site ACH

Remit to Address _____

Invoice Date _____

Invoice # _____

Amount to be Paid _____

Note to AP _____

Payment Type ACH

Print on Remittance _____

DPH Contact _____

Period:

Program Name: Program A

Funding Source (s): MIDD CD-03 **HRSA 330h**

Category

Current Charges

2025 Budget

Salaries	\$ -	\$ -
Benefits	\$ -	\$ -
Travel/Training	\$ -	\$ -
Supplies	\$ -	\$ -
Contract Expenses	\$ -	\$ -
Client Assistance	\$ -	\$ -
Other Operating	\$ -	\$ -
Indirect Costs:	\$ -	\$ -
Total	\$ -	\$ -

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signature _____

X _____

**Program
Generated
Income**

Amount: _____