

## Board of Directors Meeting

**February 13, 2017**

Board Business: 1:00 pm to 2:30 pm

Workshop: 2:30 to 3:00 pm

Jefferson Health Care Conference Room, 3<sup>rd</sup> Floor (**Remax Building**), 2500 West Sims Way, Port Townsend, WA

**Web:** <https://global.gotomeeting.com/join/296114829>

**Phone:** (224) 501-3412

**Access Code:** 296-114-829

### KEY OBJECTIVE

- Agree on a way forward to select projects under the Medicaid Demonstration Transformation Project

### AGENDA (Action items are in **red**)

| Item                                                                                                            | Topic | Lead                                      | Attachment                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------|-------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1                                                                                                               | 1:00  | Welcome & Introduction                    | Roy                                                                                                                          |
| 2                                                                                                               | 1:05  | Consent Agenda                            | Roy                                                                                                                          |
|                                                                                                                 |       |                                           | 1. Director's Report<br>2. OCH-HCA Contract<br>3. <b>Minutes Board Meeting 1/9/2017</b>                                      |
| 3                                                                                                               | 1:10  | OCH Self-Assessment                       | Elya                                                                                                                         |
|                                                                                                                 |       |                                           | 4. Slide from Center for Community Health and Evaluation (CCHE)                                                              |
| 4                                                                                                               | 1:15  | Benefit compensation                      | Roy                                                                                                                          |
|                                                                                                                 |       |                                           | 5. <b>SBAR Health Insurance Reimbursement</b>                                                                                |
| 5                                                                                                               | 1:20  | Executive Director Hire                   | Roy                                                                                                                          |
|                                                                                                                 |       |                                           | <i>Executive Director Contract available. Please email Elya to receive a copy.</i>                                           |
| 6                                                                                                               | 1:25  | Financials                                | Hilary                                                                                                                       |
|                                                                                                                 |       |                                           | 6. Budget Summary Close-Out<br>7. <b>REVISED Finance Committee Charter</b><br>8. <b>DRAFT Fiscal Policies and Procedures</b> |
| 7                                                                                                               | 1:35  | Opioid Summit & Partner Convening Review  | Elya                                                                                                                         |
|                                                                                                                 |       |                                           | 9. <b>SBAR Hire opioid project staff</b>                                                                                     |
| 8                                                                                                               | 1:50  | Selecting Medicaid Demonstration Projects | Katie                                                                                                                        |
| 9                                                                                                               | 2:30  | Adjourn Board Business                    | Roy                                                                                                                          |
| <b>2:30 to 3:00</b>                                                                                             |       |                                           |                                                                                                                              |
| <b>WORKSHOP:</b> Anticipated changes to Indian health care and update on the Indian Health Care Improvement Act |       |                                           |                                                                                                                              |
| <i>Presentation from Vicki Lowe, Executive Director of WA American Indian Health Commission</i>                 |       |                                           |                                                                                                                              |

### REMINDERS

- Everyone please sign your Board Member Commitments and Operating Procedures and Conflict of Interest statement before you leave!
- Next meeting March 13<sup>th</sup>, 1 pm to 3 pm: Jefferson Health Care Conference Room, 2500 W. Sims Way (3rd Floor), Port Townsend

|                                                                                   |                                                                                          |                                   |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------|
|  | <b>PROFESSIONAL SERVICES</b><br><b>CONTRACT for</b><br>Accountable Communities of Health | HCA Contract Number: <b>K2226</b> |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------|

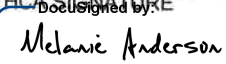
**THIS AGREEMENT** is made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

|                                                                                                                          |                                               |                                                 |                                                                                            |                   |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------|
| CONTRACTOR NAME<br>Olympic Community of Health                                                                           |                                               | CONTRACTOR DOING BUSINESS AS (DBA)              |                                                                                            |                   |
| CONTRACTOR ADDRESS                                                                                                       | STREET<br>345 6 <sup>TH</sup> STREET, STE 300 | CITY<br>BREMERTON                               | STATE<br>WA                                                                                | ZIP CODE<br>98337 |
| CONTRACTOR CONTACT<br>Elya Moore                                                                                         | CONTRACTOR TELEPHONE<br>360-633-9241          | CONTRACTOR E-MAIL ADDRESS<br>elya@olympicch.org |                                                                                            |                   |
| IS CONTRACTOR A SUBRECIPIENT UNDER THIS CONTRACT?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                                               | CFDA NUMBER(S):<br>93.624;                      | FFATA Form Required<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                   |

|                                            |                                                                                   |
|--------------------------------------------|-----------------------------------------------------------------------------------|
| HCA PROGRAM<br>ACH                         | HCA DIVISION/SECTION<br>Healthier Washington/PPP                                  |
| HCA CONTACT NAME AND TITLE<br>Chase Napier | HCA CONTACT ADDRESS<br>Health Care Authority<br>PO Box 45502<br>Olympia, WA 98504 |
| HCA CONTACT TELEPHONE<br>(360) 725-0868    | HCA CONTACT E-MAIL ADDRESS<br>Chase.napier@hca.wa.gov                             |

|                                                           |                                       |                                               |
|-----------------------------------------------------------|---------------------------------------|-----------------------------------------------|
| CONTRACT START DATE<br>February 1, 2017                   | CONTRACT END DATE<br>January 31, 2018 | TOTAL MAXIMUM CONTRACT AMOUNT<br>\$203,287.00 |
| PURPOSE OF CONTRACT:<br>Accountable Communities of Health |                                       |                                               |

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by HCA.

|                                                                                                             |                                                                       |                          |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------|
| CONTRACTOR SIGNATURE<br> | PRINTED NAME AND TITLE<br>Elya Moore, Executive Director              | DATE SIGNED<br>1/25/17   |
| HCA SIGNATURE<br>        | PRINTED NAME AND TITLE<br>Melanie Anderson<br>Contracts Administrator | DATE SIGNED<br>1/30/2017 |

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### **Attachments**

Attachment 1: Federal Compliance, Certifications and Assurances

Attachment 2: Federal Funding Accountability and Transparency Act Data Collection Form

### **Schedules**

Schedule A: Statement of Work (SOW)

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

## 1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: *Statement of Work*.

## 2. DEFINITIONS

**"Authorized Representative"** means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

**"Allowable Cost"** shall mean an expenditure which meets the test of the appropriate OMB Circular (see Section I. Federal Compliance of Attachment 1). The most significant factors affecting allowability of costs are: 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not prohibited under state or local laws and regulations, and 4) they must be documented.

**"Business Days and Hours"** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**"Centers for Medicare and Medicaid Services" or "CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

**"CFR"** means the Code of Federal Regulations. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

**"Confidential Information"** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

**"Contract"** means this Contract document, all schedules, exhibits, attachments, and amendments.

**"Contractor"** means any firm, provider, organization, individual or other entity performing services under this Contract. It includes any Subcontractor retained by the prime contractor as permitted under the terms of this Contract.

**"Effective Date"** means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“HCA Contract Manager”** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

**“Health Care Authority”** or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**“Proprietary Information”** means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**“RCW”** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

**“Statement of Work”** or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Schedule A hereto.

**“Subcontractor”** means one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

**“Subrecipient”** means a contractor operating a federal or state assistance program receiving federal funds and having the authority to determine both the services rendered and disposition of program. See OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for additional detail.

**“USC”** means the United States Code. All references in this Contract to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

**“WAC”** means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

### **3. SPECIAL TERMS AND CONDITIONS**

#### **3.1 PERFORMANCE EXPECTATIONS**

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

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings;
- 3.1.8 Provision of high quality services; and
- 3.1.9 Cooperation with and support of the State during whatever pertinent.

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

#### **3.2 TERM**

- 3.2.1 The initial term of the Contract will commence on February 1, 2017, or date of last signature, whichever is later, and continue through January 31, 2018, unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended in whatever time increments HCA deems appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.
- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay, any costs incurred before a contract or any subsequent amendment(s) is fully executed.

### 3.3 COMPENSATION

- 3.3.1 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in Schedule A: *Statement of Work* is \$203,287.00, and includes any allowable expenses.
- 3.3.2 Contractor's compensation for services rendered will be based on the following rates or in accordance with the following terms stated in Schedule A, *Statement of Work*.
- 3.3.3 Federal funds disbursed through this Contract were received by HCA through OMB Catalogue of Federal Domestic Assistance (CFDA) Number: 93.624, Center for Medicare and Medicaid Services, 1G1CMS331406-01-00, SIM Round Two Funding for Design and Test Assistance. Contractor agrees to comply with applicable rules and regulations associated with these federal funds and have signed Attachment 1, Federal Compliance, Certification and Assurances, attached.

It is understood that funding for this Agreement has been granted to HCA by the Center of Medicare and Medicaid Innovation (CMMI), as set forth in the Grant Award Notice of State Innovation Model (SIM) Round 2, Grant No. 1G1CMS331406-01-00. The obligation of HCA to make payments is contingent on the availability of the federal funds, both this fiscal year and beyond, should the Agreement cross over federal fiscal years. In addition, the failure to perform any obligation required of the Contractor by this Agreement may result in HCA refusing to pay any further funds hereunder and/or terminate this Agreement by giving written notice of termination as provided in Section 4.35.1, Termination for Default.

Contractor must follow all Federal Cost Principles and Uniform Administrative Requirements. Failure to do so may result in funds being returned/withheld.

### 3.4 INVOICE AND PAYMENT

- 3.4.1 Contractor shall submit correct invoices (A-19) quarterly directly to HCA Accounting via email or standard mail to the addresses below:  
  
HCA Accounts Payable email: [acctspay@hca.wa.gov](mailto:acctspay@hca.wa.gov)  
ATTN: Healthier Washington Accounting  
  
HCA Accounting Address: Health Care Authority  
Attn: Healthier Washington Accounting  
PO Box 42691  
Olympia, WA 98504-2691
- 3.4.2 If submitting the invoice via e-mail, send invoices to: [Acctspay@hca.wa.gov](mailto:Acctspay@hca.wa.gov). Include the HCA Contract number in the subject line of the email.
- 3.4.3 All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.

- 3.4.4 Contractor must submit properly itemized invoices to include the following information, as applicable:
  - 3.4.4.1 HCA Contract number K2226;
  - 3.4.4.2 Contractor name, address, phone number;
  - 3.4.4.3 Description of Services;
  - 3.4.4.4 Date(s) of delivery;
  - 3.4.4.5 Net invoice price for each item;
  - 3.4.4.6 Applicable taxes;
  - 3.4.4.7 Total invoice price; and
  - 3.4.4.8 Payment terms and any available prompt payment discount.
- 3.4.5 HCA will return incorrect or incomplete invoices, to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.
- 3.4.6 Invoices must describe and document to HCA's satisfaction, a description of the work performed; the progress of the project; and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.
- 3.4.7 Payment will be considered timely if made by HCA within thirty (30) days of receipt of properly completed invoices. Payment will be sent to the address designated by the Contractor. (Note: Failure to submit a properly completed IRS form W-9 may result in delayed payments).
- 3.4.8 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) days after the Contract expiration date. Belated claims will be paid at the discretion of the HCA and are contingent upon the availability of funds.

### **3.5 CONTRACTOR AND HCA CONTRACT MANAGERS**

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

3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

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

| <b>CONTRACTOR<br/>Contract Manager Information</b> |                                                            | <b>Health Care Authority<br/>Contract Manager Information</b> |                                     |
|----------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------|
| <i>Name:</i>                                       | Elya Moore                                                 | <i>Name:</i>                                                  | Chase Napier                        |
| <i>Title:</i>                                      | Executive Director                                         | <i>Title:</i>                                                 | HW Community Transformation Manager |
| <i>Address:</i>                                    | 345 6 <sup>th</sup> Street, Ste 300<br>Bremerton, WA 98337 | <i>Address:</i>                                               | PO Box 45502<br>Olympia, WA 98504   |
| <i>Phone:</i>                                      | 360-633-9241                                               | <i>Phone:</i>                                                 | 360-725-0868                        |
| <i>Email:</i>                                      | elya@olympicch.org                                         | <i>Email:</i>                                                 | Chase.napier@hca.wa.gov             |

### 3.6 LEGAL NOTICES

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

3.6.1 In the case of notice to the Contractor:

Olympic Community of Health  
345 6<sup>th</sup> Street, Ste 300  
Bremerton, WA 98337

3.6.2 In the case of notice to HCA:

**Attention:** Contract Administrator  
Health Care Authority  
Division of Legal Services  
Post Office Box 42702  
Olympia, WA 98504-2702

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

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

### 3.7 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

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

- 3.7.1 Applicable Federal and State of Washington statutes and regulations;
- 3.7.2 Special Terms and Conditions;
- 3.7.3 General Terms and Conditions;
- 3.7.4 Attachment 1: *Federal Compliance, Certifications and Assurances*;
- 3.7.5 Attachment 2: *Federal Funding Accountability and Transparency Act Data Collection Form*;
- 3.7.6 Schedule A: Statement of Work;
- 3.7.7 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

### 3.8 INSURANCE

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

- 3.8.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- 3.8.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- 3.8.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.

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

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

#### **4. GENERAL TERMS AND CONDITIONS**

##### **4.1 ACCESS TO DATA**

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

##### **4.2 ADVANCE PAYMENT PROHIBITED**

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

##### **4.3 ASSIGNMENT**

Contractor may not assign or transfer this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.31, *Subcontracting*, without the prior written consent of HCA, and any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein including but not limited to, rights of setoff. HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington. Any attempted assignment, transfer or delegation in contravention of this Section of the Contract will be null and void. This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

##### **4.4 ATTORNEYS' FEES**

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

#### **4.5 CHANGE IN STATUS**

In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

#### **4.6 CONTRACTOR'S PROPRIETARY INFORMATION**

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

#### **4.7 COVENANT AGAINST CONTINGENT FEES**

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

#### **4.8 DEBARMENT**

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

#### **4.9 DISPUTES**

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

4.9.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If after five (5) additional Business Days the parties have not resolved the Dispute, it will be submitted to the HCA Director, who may employ whatever dispute resolution methods the Director deems appropriate to resolve the dispute.

4.9.2 A party's request for a dispute resolution must:

4.9.2.1 Be in writing;

4.9.2.2 Include a written description of the dispute;

4.9.2.3 State the relative positions of the parties and the remedy sought;

4.9.2.4 State the Contract Number and the names and contact information for the parties;

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

#### **4.10 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)**

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

4.10.2 To comply with the act and be eligible to enter into this Contract, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

4.10.3 Information about Contractor and this Contract will be made available on [www.uscontractorregistration.com](http://www.uscontractorregistration.com) by HCA as required by P.L. 109-282. HCA's Attachment 2: *Federal Funding Accountability and Transparency Act Data Collection Form*, is considered part of this Contract and must be completed and returned along with the Contract.

#### **4.11 FORCE MAJEURE**

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

#### 4.12 FUNDING WITHDRAWN, REDUCED OR LIMITED

If the funds HCA relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract, HCA, at its discretion, may:

4.12.1 Terminate this Contract pursuant to Section 4.35.3, *Termination for Non-Allocation of Funds*;

4.12.2 Renegotiate the Contract under the revised funding conditions; or

4.12.3 Suspend Contractor's performance under the Contract by written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

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

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

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

#### 4.13 GOVERNING LAW

This Contract is governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington and the venue of any action hereunder is in the Superior Court for Thurston County, Washington.

#### **4.14 HCA NETWORK SECURITY**

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

#### **4.15 INDEMNIFICATION**

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or Breach of its confidentiality and notification obligations, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

#### **4.16 INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

#### **4.17 INDUSTRIAL INSURANCE COVERAGE**

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

#### **4.18 LEGAL AND REGULATORY COMPLIANCE**

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

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

4.18.3 Failure to comply may result in Contract termination.

**4.19 LIMITATION OF AUTHORITY**

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

**4.20 NO THIRD-PARTY BENEFICIARIES**

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

**4.21 NONDISCRIMINATION**

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

**4.22 OVERPAYMENTS TO CONTRACTOR**

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor shall refund the full amount to HCA within thirty (30) days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full.

**4.23 PUBLICITY**

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

4.23.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

4.23.3 All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: "The project described was supported by Funding Opportunity Number CMS-1G1-14-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work performed under an HHS project must be sent to the HCA Contract Manager via email by January 31, 2018.

#### **4.24 RECORDS AND DOCUMENTS REVIEW**

4.24.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices and other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor must retain such records for a period of six (6) years after the date of final payment.

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

#### **4.25 REMEDIES NON-EXCLUSIVE**

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

#### **4.26 RIGHT OF INSPECTION**

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

#### 4.27 RIGHTS IN DATA/OWNERSHIP

- 4.27.1 HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract will be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- 4.27.2 If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.27.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.27.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.27.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.27.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

#### **4.28 RIGHTS OF STATE AND FEDERAL GOVERNMENTS**

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes:

(i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

#### **4.29 SEVERABILITY**

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

#### **4.30 SITE SECURITY**

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

#### **4.31 SUBCONTRACTING**

4.31.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

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

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

4.31.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.

- 4.31.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

#### **4.32 SUBRECIPIENT**

##### **4.32.1 General**

If the Contractor is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and this Contract, the Contractor shall:

- 4.32.1.1 Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 4.32.1.2 Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- 4.32.1.3 Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 4.32.1.4 Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are sub-recipients;
- 4.32.1.5 Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;
- 4.32.1.6 Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and
- 4.32.1.7 Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations).

#### 4.32.2 Single Audit Act Compliance

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

4.32.2.1 Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

4.32.2.2 Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings."

#### 4.32.3 Overpayments

If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, HCA may require Contractor to reimburse HCA in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.

### 4.33 SURVIVAL

The terms and conditions contained in this Contract that by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Confidential Information Protection, Confidential Information Breach – Required Notification, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments* will survive the termination of this Contract.

### 4.34 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

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

## **4.35 TERMINATION**

### **4.35.1 TERMINATION FOR DEFAULT**

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

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

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

### **4.35.2 TERMINATION FOR CONVENIENCE**

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing thirty (30) days' notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

### **4.35.3 TERMINATION FOR NONALLOCATION OF FUNDS**

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

### **4.35.4 TERMINATION FOR WITHDRAWAL OF AUTHORITY**

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in

accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

#### 4.35.5 TERMINATION FOR CONFLICT OF INTEREST

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

### 4.36 TERMINATION PROCEDURES

- 4.36.1 Upon termination of this Contract HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.
- 4.36.2 HCA will pay Contractor the agreed upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.9 *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.
- 4.36.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
  - 4.36.3.1 Stop work under the Contract on the date, and to the extent specified in the notice;
  - 4.36.3.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
  - 4.36.3.3 Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- 4.36.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
- 4.36.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- 4.36.3.6 Complete performance of any part of the work that was not terminated by HCA; and
- 4.36.3.7 Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

#### **4.37 WAIVER**

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

## Schedule A Statement of Work

The Contractor must provide services and deliverables, and otherwise do all things necessary for or incidental to the performance of work as set forth below.

### A. Region

The geographic population designated to the recipient for all activities contained herein is: the Olympic Region, including Clallam, Jefferson, and Kitsap Counties.

### B. Scope:

- i) As outlined in the State Innovation Model Contractual Guidelines for Accountable Communities of Health (ACH Contract Guidelines) document the Contractor will be responsible for the following summary of activities. This summary supports the three (3) consolidated categories of work and specific tasks for this performance period (Section F., Deliverables):

#### (1) ACH Reporting Requirements.

Reporting will take the form of periodic narrative updates and verification of other required deliverables at specific milestones aligned with federal reporting and funding timelines.

#### (2) Governance, structure, and operational capacity.

ACHs—by design—are unique within the Healthier Washington structure as sub-awardees of the SIM grant. The unique nature of the ACH efforts requires balanced multi-sector coalitions within each region to support local solutions in alignment with state priorities.

#### (3) Governance and Decision Making.

The Contractor must maintain a governance structure that includes balanced cross-sector collaboration and decision-making, including the necessary documented procedures and agreements, e.g. bylaws and a memorandum of understanding (MOU) and ensure that no one sector or organization can control decision making.

#### (4) Administrative Support.

The Contractor must develop and maintain documentation of the organization providing administrative support and an annual feedback mechanism, evaluation, and confirmation process regarding the administrative support organization.

#### (5) Multi-Sector Partnership

The Contractor must establish multi-sector partnerships as defined in the ACH Contract Guidelines document.

**(6) Communications and Transparency**

The Contractor must develop and maintain a communications framework to keep partners informed and involved in between meetings and events, including maintain a public-facing website.

**(7) Regional Health Improvement Plan (RHIP) and ACH Project(s)**

The Contractor must identify regional needs and assets through a Regional Health Needs Inventory (RHNI), identify ACH priorities. In addition, the Contractor will complete all required project activities set forth in the ACH Contract Guidelines document in alignment with the detailed reporting deadlines. It is important to note that ACHs are not held accountable to meeting the agreed upon project targets. State partners are committed to supporting ACH success, but there is no risk or reward attached to the agreed upon targets.

**C. Management**

The Contractor must maintain an administrative and financial management system consistent with generally accepted accounting principles and meet the requirements set forth below:

- i) The Contractor will maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement and as proposed in the revised deliverable-based budget approved by CMMI.
- ii) The Contractor must use all Contracted funds to pay solely for items identified in this Contract approved by CMMI.

**D. Engagement and Site Visits****i) Engagement**

- (1) Periodic check-in calls between HCA and the Contractor may be implemented to discuss project progress, best practices, emerging issues, and other topics as needed. Opportunities will be made available to engage virtually or in-person with the state and/or subject matter experts.
- (2) HCA encourages frequent outreach and engagement of the Contractor and other ACHs to ensure challenges are addressed in partnership with the State and other ACHs, as needed.

**ii) Site Visits**

- (1) In addition to the engagement activities outlined above, HCA will conduct no more than one (1) site visit over the course of the current contract period. The site visit and the specific date will be mutually agreed upon by HCA and the Contractor.

- (2) During the site visits, HCA will ensure all requirements of the grant are being adhered to. This may include interviews with the Contractors staff as well as additional ACH partners to inform the process.
- (3) As necessary, the Contractor must make available to HCA, any books, documents, or records related to the SIM Grant, as well as financial audits or reviews conducted by other entities during the term of this Contract. Financial audits shall reconcile with actual revenue and expenditures.

#### E. Reporting

Below is a summary of reporting activities and deadlines.

| SIM Grant Award Year Three (3) (February 1, 2017 – January 31, 2018) |                                                                                                                         |                   |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------|
| Report/Requirement                                                   | Activity                                                                                                                | Date Due          |
| Review of financial records                                          | Annual site visit                                                                                                       | TBD; Q2-Q3        |
| SIM budget projections                                               | Completion and submission of HCA provided template, including projected changes for 2017 spend and projections for 2018 | June 30, 2017     |
| Ad hoc reporting and information sharing                             | Ad hoc reporting upon request based on shared learning opportunities between ACH leads and state partners               | Ad Hoc            |
| Annual narrative update                                              | Completion and submission of provided template (could be supplemented by updates to existing narratives/portfolios)     | October 31, 2017  |
| Final financial report                                               | Template provided by HCA in alignment with contract categories                                                          | February 28, 2018 |

#### F. Deliverables

##### Regarding Deliverable Requirements:

The categories and corresponding deliverables within this table reflect the intent of the ACH model and represent “what” the Contractor will contribute to as sub-awardees under SIM. This Contract does not include all relevant guidance regarding specific operating principles, requirements or examples. Where appropriate, HCA will maintain ongoing flexibility regarding “how” the Contractor fulfills the deliverables under this sub-award, although future sub-awards may be contingent up alignment with direction from the state. Guidance will continue to be issued as needed without formal contract amendments to allow for regular updates, clarifications, etc. This approach aligns with the formative evaluation and technical assistance process and the nature of the SIM sub-award.

| Scope of Work section                                                                                                                                                                                                                | Deliverable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Date <sup>1</sup>                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <p>Governance Structure and Administrative Capacity.</p> <p>Linked to the following evaluation category:</p> <p><i>Build governance, structure, and operational capacity to support ACH regional health improvement efforts.</i></p> | <ul style="list-style-type: none"> <li>Budget projections for 2017-2019 in alignment with the award amounts and guidance provided by HCA</li> <li>Contract and funding transition agreement, if not yet completed.</li> <li>In alignment with state expectations, new or updated bylaws, charters, plans and other documents to reflect development and adjustments within the governance or administrative structures and activities. Deliverables will include: <ul style="list-style-type: none"> <li>ACH legal entity formation, including adjustment to structures, agreements and/or processes to maintain existing partnerships and activities.</li> <li>Clearly defined roles of staff and support team, including the identification of an Executive Director or equivalent that is accountable to the ACH.</li> </ul> </li> <li>Engagement activities to include, but not limited to: <ul style="list-style-type: none"> <li>Ongoing adjustment to ACH communication and engagement activities based on identified gaps and expectations. This includes, but is not limited to, provider engagement, consumer engagement and tribal collaboration and engagement.</li> </ul> </li> </ul> | <p>June 30, 2017</p> <p>March 1, 2017</p> <p>Ongoing/January 31, 2018</p> <p>Ongoing/January 31, 2018</p> |
| <p>Health Improvement and Measurement Planning</p> <p>Linked to the following</p>                                                                                                                                                    | <ul style="list-style-type: none"> <li>In alignment with state expectations, ongoing development of the Regional Health Improvement Plan, including but not limited to: <ul style="list-style-type: none"> <li>Strategies to align regional priorities and projects with activities across Healthier Washington (e.g., MTP Demonstration) and momentum within the region.</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Ongoing/January, 2018</p>                                                                              |

<sup>1</sup> The dates listed represent key milestones and/or intended statewide progress over the course of the year. In addition, the deliverable date of January 31, 2018 represents the end of the performance period for the purpose of the CMMI funding cycle. HCA acknowledges many of these deliverables carry forward pending CMMI approval and sub-award by HCA.

|                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <p>evaluation category:</p> <p><i>Develop and implement effective, collaborative regional health improvement plans and at least one regional health improvement project, with clearly defined and agreed upon measures of progress and outcomes.</i></p>                                                  | <ul style="list-style-type: none"> <li>- Coordination with Healthier Washington partners regarding the ongoing buildout of the Regional Health Needs and Assets Inventory (RHNI). This will include, at a minimum, the identification of regional health needs and service gaps that are not specifically targeted by the MTP demonstration.</li> <li>- Development of an ACH value proposition or equivalent vision in response to community priorities and partnership opportunities.<sup>2</sup></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                           |
| <p>Health and Delivery System Transformation</p> <p>Linked to the following evaluation categories:</p> <p><i>Develop and implement effective, collaborative regional health improvement plans and at least one regional health improvement project, with clearly defined and agreed upon measures</i></p> | <ul style="list-style-type: none"> <li>• Coordination with Healthier Washington partners, including the evaluation team, to assess project success and corresponding next steps or adjustments.</li> <li>• Ongoing and continuous engagement and coordination within Healthier Washington. This includes: <ul style="list-style-type: none"> <li>- ACH's role as a partner to public and private health plans and delivery systems within Washington, including the Apple Health Managed Care system and Payment Models 1, 2, 3 and 4;</li> <li>- Health Innovation Leadership Network, participation in subcommittees and meetings, as appropriate and applicable.</li> <li>- Performance Measures Coordinating Committee, participation in meetings, as appropriate.</li> <li>- Pay for Success and Social Impact Bond development or other Cost Savings and Reinvestment strategies of Healthier WA.</li> </ul> </li> </ul> | <p>Ongoing/<br/>January 31, 2018</p> <p>Ongoing/<br/>January 31, 2018</p> |

<sup>2 2</sup> ACHs are expected to maintain a "One ACH" approach that supports a shared vision in response to regional priorities. The vision is expected to include, but is not defined by, Medicaid Transformation priorities.

|                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                   |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <p><i>of progress and outcomes.</i></p> <p><i>Productively contribute to broader Healthier WA Activities</i></p> | <ul style="list-style-type: none"> <li>- Supporting Practice Transformation, including regional coordination to engage and support providers.</li> <li>- Supporting the state's approach regarding population health improvement, including the role of health system transformation to achieve population health.</li> </ul> <ul style="list-style-type: none"> <li>• Participation in the evaluation effort led by the Center for Community Health and Evaluation, including but not limited to:             <ul style="list-style-type: none"> <li>- Annual ACH participant survey coordination and/or distribution</li> <li>- Ongoing submission of materials and/or updates</li> <li>- Contribution to future adjustments to the ACH Measurement Framework</li> <li>- Annual interviews and site visits</li> <li>- Partnering with CCHE.</li> </ul> </li> <li>• Participation in the technical assistance effort led by EHF/HPP, specifically shared learning opportunities and convenings.</li> </ul> | <p>Ongoing/<br/>January 31, 2018</p> <p>Ongoing/January, 2018</p> |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|

## ATTACHMENT 1

## FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

**In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.**

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact the Health Care Authority
- a. *Source of Funds:* This agreement is being funded partially or in full through Cooperative Agreement number 1G1CMS331406-01-00 the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.624** and amount to \$19,084,546.00. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA IA Contract No K2226.
  - b. *Period of Availability of Funds:* Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in 1G1CMS331406-01-00, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
  - c. *Single Audit Act:* A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
  - d. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
    1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
      - i. Deviations from the budget and Project plan.
      - ii. Change in scope or objective of the agreement.
      - iii. Change in a key person specified in the agreement.
      - iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
      - v. Need for additional funding.
      - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
    2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
  - e. *Sub-Contracting:* The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

- f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs:* The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- h. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- i. *Federal Compliance:* The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- j. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>

#### HCA Federal Compliance Contact Information

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

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

III.

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

**Definitions:**

**"Sub-recipient";** means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

**"Sub-award and Sub-grant"** are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.

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

## CERTIFICATIONS

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### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- b) Establishing an ongoing drug-free awareness program to inform employees about
  - (1) The dangers of drug abuse in the workplace;
  - (2) The contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such

purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

### 3. CERTIFICATION REGARDING LOBBYING

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

#### **5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

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

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

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

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

#### **6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION**

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
  - 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
  - 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
  - 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
  - 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
  - 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.
- 7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**
- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
    - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State

or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the

offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

#### CONTRACTOR SIGNATURE REQUIRED

|                                                                                                                                  |                             |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL<br> | TITLE<br>Executive Director |
| Please also print or type name:<br>Elyse Moore                                                                                   |                             |
| ORGANIZATION NAME: (if applicable)<br>Olympic Community of Health                                                                | DATE<br>1/25/2017           |

## Attachment 2

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

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

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

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

*Contractor must complete this form and return it to the Health Care Authority (HCA).*

**CONTRACTOR**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                     |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|--|
| 1. Legal Name<br><b>Olympic Community of Health</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | 2. DUNS Number<br><b>080505810</b>  |  |
| 3. Principle Place of Performance<br><b>345 6<sup>th</sup> Street, STE 300</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                     |  |
| 3a. City<br><b>Bremerton</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 3b. State<br><b>WA</b>              |  |
| 3c. Zip+4<br><b>98337-1858</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 3d. Country<br><b>United States</b> |  |
| 4. Are you registered in CCR ( <a href="https://www.uscontractorregistration.com/">https://www.uscontractorregistration.com/</a> )? <input checked="" type="checkbox"/> YES (skip to page 2. Sign, date and return) <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                     |  |
| 5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> <li>a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></li> <li>b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></li> <li>c. The public does not have access to information about the compensation of the executives through periodic reports filled with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330</li> </ul> <input type="checkbox"/> NO (skip the remainder of this section - Sign, date and return)<br><input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization). |  |                                     |  |
| Name Of Official                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | Total Compensation                  |  |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                     |  |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                     |  |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                     |  |
| 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                     |  |
| 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                     |  |
| <b>Note:</b> "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c)(2)).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                     |  |

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

|                                                                                                                                        |                    |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Signature of Contractor Authorized Representative<br> | Date<br>11/25/2017 |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------|

***HCA will not endorse the Contractor's subaward until this form is completed and returned.***

### **FOR HEALTH CARE AUTHORITY USE ONLY**

|                                                                     |
|---------------------------------------------------------------------|
| HCA Contract Number: _____                                          |
| Sub-award Project Description (see instructions and examples below) |

**Instructions for Sub-award Project Description:**

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

**Example of a Sub-award Project Description:**

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

Director's Report

Prepared for February 13, 2017 Board of Directors Meeting

A message from your Director

*We shall not cease from exploration, and at the end of all our exploring will be to arrive where we started and know the place for the first time.* – T.S. Eliot, Four Quartets

We met together in Port Townsend in May of 2016. It was my first meeting with the OCH Leadership Council (now the Board of Directors). We struggled somewhat with OCH governance and the litany of technical challenges that lay ahead. Now, 10 months later, we meet in the same building, this time as the Board of Directors and executive director for a new legal entity, representing an ACH that is “ahead of the pack”. We come together now to raise our gaze, and begin to focus on the work ahead: how to achieve maximum benefit for our communities under the Medicaid Demonstration Transformation Project (MDTP).

Top 3 Things to Track (T3T) #KeepingMeUpAtNight

1. It has become clear that all projects in the toolkit offer considerable community benefit. The question is no longer “Which ones should we do?” It is “Which ones should we *not* do?” Determining a transparent, clear, and robust process for project selection is a critical item for consideration by the Board and staff.
2. With a successful Opioid Summit behind us, I am anxious to continue the momentum! We need to secure funding, hire up, and usher forth!
3. As early as April 2017, the OCH will receive a large infusion of investment funds, \$2 million to \$5 million dollars, under MDTP. This substantial infusion of revenue will shift our structure and focus in ways that have been truly keeping me up at night!

Upcoming OCH meetings:

- Executive Committee, **February 28<sup>th</sup>, 12:00 pm to 2:00 pm**, Teleconference
- Board of Directors, **March 13<sup>th</sup>, 1:00 pm to 3:00 pm**, Port Townsend
- Executive Committee, **March 28<sup>th</sup>, 12:00 pm to 2:00 pm**, Teleconference
- Board of Directors, **April 10<sup>th</sup>, 1:00 pm to 3:00 pm**, Port Townsend
- Executive Committee, **April 25<sup>th</sup>, 12:00 pm to 2:00 pm**, Teleconference
- Finance Committee, **May 2<sup>nd</sup>, 1:30 to 3:00 pm**, Teleconference

Welcome Mia Gregg, Program Coordinator!

We are pleased to announce the newest addition to the OCH Team, Mia Gregg. Originally from Suquamish, now living in Poulsbo, Mia comes to us from the Seattle Cancer Care Alliance. Her energy and enthusiasm for this work is infectious.

Transition Update

We are in our new building, 2500 Sims Way, Port Townsend. Everything is up and running, except for a few hanging chads such as address changes and other small details. Here are the key issues to highlight:

- **HCA Contract:** We signed the contract with the Health Care Authority for the 3<sup>rd</sup> year of State Innovation Model (SIM) funding; the executed contract is included in consent agenda. Future contracts over \$50,000 will come to the Board for full approval as per the new Fiscal Policies and Procedures. You may note that the total awarded amount (\$203,287) is less than what is allowable (\$231,000) under SIM year 3 funding. This is because we had so much left in our reserve that will transfer over, that we did not need the full amount of SIM contract dollars for Year 3. This balance (\$27,713) will be lumped into the planned Year 4 award amount (\$99,000). If the Board determines that it wants to draw down the full

Year 3 allowable amount, we would ask for a contract amendment with the HCA. The reason the HCA is holding back funds is because CMS does not look favorably on unspent award funding.

- **Kitsap Public Health District (KPHD) Contracts:** The transition from KPHD has been supportive. We have three contracts in place with KPHD: 1) an administrative contract that will support us with up to 40 hours of Angie's time for three months, 2) a professional services contract that allows for the continued epidemiological support of Siri Kushner, and 3) a standard business associates agreement to allow us to share information between the OCH and KPHD.
- **Transfer of Reserves:** A fourth contract to govern the transfer of the remaining balance of funds from the 2<sup>nd</sup> year of SIM funding will be drafted later this month, after KPHD closes out their books. We anticipate this amount to be around \$215,000 dollars. The HCA will provide a contract template for this agreement.
- **Legal Counsel:** We have begun the process of identifying legal counsel to review contracts, as well as review key policies.
- **Hiring key staff:** Mia is the beginning of several planned hires. The other two are an administrative assistant and a staff person to continue the opioid project. We would like to move forward with the opioid staff hire first to keep momentum going on that project. We are awaiting confirmation that bridge funding will be in place as this is not a planned expense. There are three potential revenue sources for this hire: 1) Amerigroup (pledged \$7,000), 2) Health Care Authority (possibly \$30,000), and 3) Salish Behavioral Health Organization (possibly up to \$10,000 per month as needed until Demonstration funding begins).

#### **The Medicaid Transformation Demonstration Project (MDTP)** (formerly called "the Waiver")

Perhaps the biggest development this week is information on attribution for each region. The range of DSRIP funding is **between \$30 million to \$147 million dollars per ACH over a four-year period**. A few points on this funding amount:

- Assumes each ACH does all eight projects in domains 2 & 3, which is highly unlikely.
- Includes administrative funding for years two through five, (likely) capped at 10%.
- DSRIP dollars will be released once our project plans are approved and milestones and incentives reached.
- Does not include Year 1 *design funding*, which we will apply for in March (yes, next month!) and receive in two installments, with the first installment anticipated by April or May 2017. Each installment will range from \$2 million to \$5 million dollars. These dollars are not included in the \$30 to \$147 million DSRIP dollars in red above.
- Attribution per ACH will be linked, in part, to the number of Medicaid covered lives in the region. Our region has 4.4% of Medicaid covered lives in the state. It is also linked to the projects we select.
- Projects from Domain 2 will be weighted higher than projects from Domain 3. As a reminder, Domain 2 projects include community-based care coordination, transitional care, and diversion interventions. Domain 3 projects include maternal and child health, access to oral health services, and chronic disease prevention and control. The reason for this weighting schema is because projects in Domain 2 are more closely tied to the State's common measure set.
- There will be a multiplier for regions that undergo Fully Integrated Managed Care (FIMC), which the state defines as the financial integration of payment through the Medicaid Managed Care. Details on how this multiplier will work are forthcoming.

Now that the toolkit public comment period is closed, we await two new protocols:

- DSRIP Planning Protocol will contain additional information about the project plans and will include the final project toolkit, inclusive of revisions from the public comment.
- Funding and Mechanics Protocol will include the methodology to determine incentive payments to be earned by each region and reporting requirements. It will also outline how the DSRIP dollars will be at-risk in years four and five.

### Next Steps: Project Selection

Selecting the right projects is paramount. To date, the purpose of discussing and scoring projects, both in person and via Survey Monkey, was to engage people with this process, to hear what matters most to them, and to understand where there might be consensus and energy. There is a lot more work to do to drill down to the next level. Articulating this process is a discussion item for our Board meeting. Here are a few possible approaches to get your creative juices going. These approaches can be done in tandem or in sequence:

- A call for proposals from the community with a clear, transparent review and scoring process
- Formation of workgroups around promising projects
- A work session to hear presentations on behalf of community members advocating for a project

As they did for the Opioid Project, the Regional Health Assessment and Planning Committee (RHAPC) is a willing partner to assist in the overall project assessment process through any of the following mechanisms: design of tools to assist in project selection, project proposal review and scoring, and project recommendations.

**Action item:** Please send the OCH your public comments on the toolkit. We would like to review and summarize these, post them on the OCH website and distribute them through our distribution list.

### **OCH Outreach & Engagement**

- Population Health Driver Workshop with Department of Health, Kent, WA, January 11
- Kitsap Health Services Managers Meeting, Port Orchard, January 17
- Medicaid Demonstration Meeting with MCO, BHO & ACH and HCA leadership, Olympia, WA, January 17
- Kitsap County Cross Continuum of Care Project, Bremerton, January 25
- US Congressman Derek Kilmer, Bremerton, January 26
- Salish Behavioral Health Organization Advisory Committee, Sequim, January 27
- Staff Counsel Washington State Majority Coalition Caucus, Olympia, February 1
- Oral Health Watch, Olympia, February 8
- Jefferson County Mental Health and Substance Abuse Advisory Committee, Port Townsend, February 8
- American Indian Health Commission Delegates Meeting, Suquamish, February 9
- Salish Behavioral Health Organization Executive Committee, Sequim, February 17
- Health Care Authority MDTP meeting, Olympia, February 23
- ACH Executive Director Strategy Session, SeaTac, February 27
- Northwest Rural Health Conference, SeaTac, February 28
- Community Health Plan of Washington executive leadership team, Seattle, March 1
- Opioid Prescribing in Dentistry Summit, Tukwila, March 9
- ACH Convening, Spokane, March 13-14 (\*conflicts with Board meeting)
- Rural and Public Hospital Retreat, Leavenworth, April 12-13

### **Three-County Coordinated Opioid Response Planning and Assessment Project (“Opioid Project” or 3CCORP)**

- We successfully negotiated a Data Sharing Agreement (DSA) with the Health Care Authority (HCA). This DSA will allow for the HCA to provide data to our team to inform the implementation plan and evaluate impacts going forward. This DSA between the HCA and the Olympic Community of Health (OCH) is the first in the state and will provide a template for other Accountable Communities of Health (ACH).
- On January 30, 2017, we convened the 3CCORP Summit at the Village Community Green in Kingston, WA. We had over 190 RSVPs to the event and counted over 215 people in attendance with representation from multiple sectors, Tribes, and state agencies. In addition to providing feedback and guidance on the implementation plan. Attendees signed up for three work groups: Prevention of Opioid Misuse and Abuse, Treatment, and Prevention of Overdose.
- Summit media:
  - o [Kitsap Sun: February 4<sup>th</sup>: Three-county plan will confront opioid crisis](#)

- o [Peninsula Daily News: January 27<sup>th</sup>: Opioid summit set Monday to review data, share potential solutions](#)
- o [Peninsula Daily News: February 1<sup>st</sup>: Three-county opioid summit takes on region's opioid epidemic](#)
- o [KONP radio: Regional summit planned on opioid abuse](#)

The following activities are proposed ongoing activities in the next phase of work, which will begin as soon as possible, contingent on funding:

- Hire opioid project staff.
- Assist other accountable communities of health to launch their own opioid response projects.
- Analyze and summarize new survey data, including, but not limited to substance use providers and consumers.
- Analyze and summarize state data for our region (e.g. Healthy Youth Survey, HCA, PMP).
- Continue assessment process including interviews and potential focus groups; emphasize in-person engagement with EMS and law enforcement.
- Continue engagement with Tribes and the Washington American Indian Health Commission.
- Convene 3 workgroups (Prevention of opioid misuse and abuse; treatment; prevention of overdose deaths) to finalize and prioritize the strategies and tasks for each of the three goals as well as determining measures and benchmarks to gauge success and allow for timely adjustments to the plan.
- Steering Committee will continue to meet at least quarterly; SC members will likely chair each of the 3 work groups.

#### **What's on tap: adaptive challenges ahead**

There are at least three items that we will bring to the Board for discussion in the coming months: 1) oral health access, 2) clinical governance capacity, and 3) organizational readiness for the MDTP

- Oral health access: We have been approached by the Washington Dental Service Foundation to play a local coordinating role to connect people to oral health services.
- Clinical governance capacity is a certification requirement under MDTP. Do we have the appropriate mechanisms in place to ensure that MDTP project proposals are feasible and based in evidence or promising practices, as appropriate? Do we have the relationships and champions necessary for productive and proactive interactions with delivery systems?
- Organizational readiness: In the span of the next 3 months, our budget will grow between 5 to 13-fold. Our current lease agreement is for 3 people and our administrative structure was designed for a small nonprofit organization. We need an internal assessment to think through the type of organization structure we will need to get this work done.

#### **What's on tap: technical challenges ahead**

I wish I could say that we are done with creating policies and budgetary items, but sadly, we still have more work to do! For the foreseeable future, each meeting you will have a new policy to review.

# Olympic Community of Health

## Meeting Minutes

Board of Directors

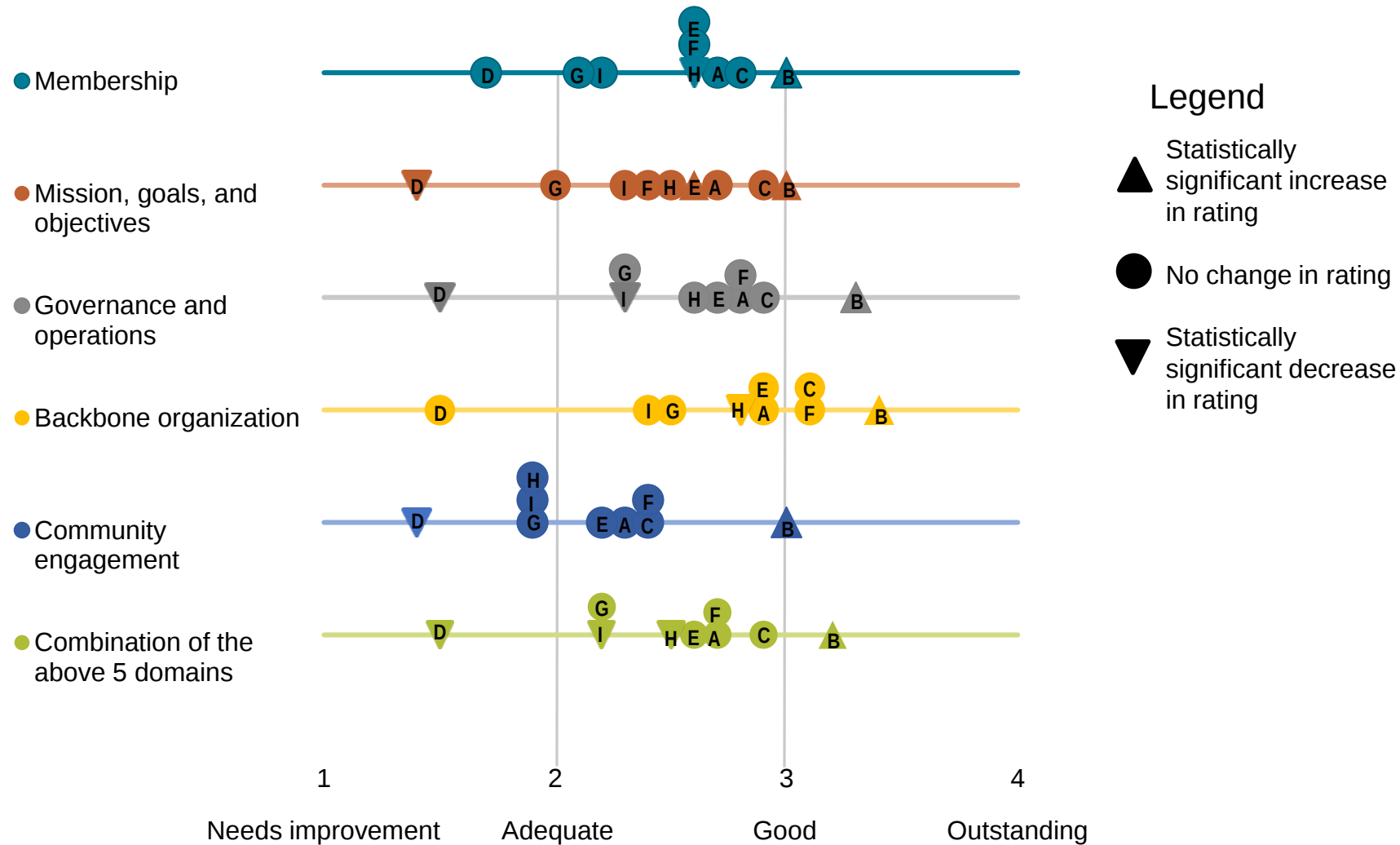
January 9, 2017

| <b>Date:</b> 01-09-2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Time:</b> 1:00 pm- 3:00 pm                          | <b>Location:</b> Jamestown S’Klallam Red Cedar Hall                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                      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| <b>Chair:</b> Roy Walker, <i>Olympic Area Agency on Aging.</i><br><b>Members Attended:</b> Caitlin Safford, <i>Amerigroup</i> ; Jennifer Kreidler-Moss, <i>Peninsula Community Health Services</i> ; David Schultz, <i>CHI Franciscan/Harrison Medical Center</i> ; Karol Dixon, <i>Port Gamble S’Klallam Tribe</i> ; Katie Eilers, <i>Kitsap Public Health District</i> ; Chris Frank, <i>Jefferson County Public Health</i> ; Eric Lewis, <i>Olympic Medical Center</i> ; Gill Orr, <i>Cedar Grove Counseling</i> ; Joe Roszak, <i>Kitsap Mental Health Services</i> ; Brent Simcosky, <i>Jamestown S’Klallam Tribe</i> ; Hilary Whittington, <i>Jefferson Healthcare</i> ; Andrew Shogren, <i>Quileute Tribe</i><br><b>Phone:</b> Kurt Wiest, <i>Bremerton Housing Authority</i> ; John Miller, <i>Makah Tribe</i> ; Larry Eyer, <i>Kitsap Community Resources</i> ; Doug Washburn, <i>Kitsap Human Services</i> ; Chase Napier, <i>WA Health Care Authority</i><br><b>Other Attended:</b> Keith Grellner, <i>Kitsap Public Health District</i> ; Angie Larrabee, <i>Olympic Community of Health/Kitsap Public Health District</i> ; Elya Moore, <i>Olympic Community of Health</i> ; Jorge Rivera, <i>Molina Healthcare</i> ; Kat Latet, <i>Community Health Plan of Washington</i> ; Allan Fisher, <i>United Health Care</i> ; Lisa Rey Thomas, <i>UW Alcohol and Drug Abuse Institute</i> |                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                     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| Person Responsible for Topic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           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| Roy Walker                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Welcome and Introductions</b>                       | Roy called meeting to order at 1:15pm.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                      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| Roy Walker                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Consent agenda including November Board Minutes</b> | Approval of December Minutes.<br><br>Elya mentioned Amerigroup and Coordinated Care are sponsoring the Opioid Summit. Additionally, Amerigroup is sponsoring the OCHs operations for the month of February between HCA and KPHD funds handoff.<br><br>Offered 50% non-profit discount for accounting service.                                                                                                                                                                                                                 | November Minutes <b>APPROVED</b> unanimously                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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| Elya Moore                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Medicaid Transformation Project Demonstration</b>   | Breaking News: The Special Terms and Conditions were signed today. The Demonstration is a go.<br><br>Elya reviewed revisions to the Tool Kit.<br><br>Elya reviewed the ACH Decision Making and Management Expectations from the STCs.<br><br>Elya discussed the OCH Comment Letter to HCA, to be submitted during the Open Comment Period, which ends February 2, 2017. The letter focuses on one key concept: latitude to choose evidence-based programs that will work best for our communities.<br><br>Suggestions to add: | Motion to approve DRAFT OCH Comment Letter to HCA, inclusive of recommendations from RHAP Committee and Board members today.<br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><b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|             |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                            |
|-------------|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |                                                                      | <p>Adequate funding for infrastructure development is essential for smaller, rural regions to have an adequate base to succeed and be sustained.</p> <p>If the State intends to build this infrastructure on a state level, we would welcome information about an opportunity to inform this plan.</p> <p>One example is data support for population management at a regional level. We welcome information about and an opportunity to inform this plan.</p> <p>RHAP committee felt strongly that NEAR science should be incorporated into all projects.</p> <p>Katie discussed the OCH Partner Convening Agenda: Unpacking the Tool Kit – January 30.</p> <p>Goal is to orient partners to Tool Kit and what are partner reactions to projects within the tool kit.</p> <p>Katie reviewed scoring criteria.</p> <p>Would be great is Board Members could attend the Partner Convening to better understand where the partner group envisions the OCH going.</p> |                                                                                                                                                                            |
| Roy Walker  | <b>OCH Strategic Plan</b>                                            | <p>Roy reviewed the updated Strategic Plan as far as short term priorities (2017-18), mid term priorities (2017-2019) and long term priorities (through 2020).</p> <p>Elya added Increase Oral Health Access to Long Term Priorities</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Draft OCH Strategic Plan 2.0</p> <p>Motion to approve the 2017-2020 Strategic Plan, as revised during the Board meeting.</p> <p>Motion <b>APPROVED</b> unanimously.</p> |
| Chris Frank | <b>Update: 3 County Coordinated Opioid Response Planning Project</b> | <p>Dr. Frank provider an overview of the Opioid Response Project and Steering Committee so far.</p> <p>OCH working to get Data Sharing Agreement with HCA.</p> <p>Surveys have been sent out Workforce, Providers, EMS and Law Enforcement.</p> <p>Next step is to create a skeleton improvement plan. Intend to align with State Improvement Plan.</p> <p>Opioid Summit is January 30, 2017 at Kingston Village Green. Dr. Frank reviewed the Agenda.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                            |
| Elya        | <b>Tax Exemption Next Steps</b>                                      | <p>The OCH should file its 1023 tax exemption application ASAP.</p> <p>Three more actions are needed to file:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>Proposed Motion 1: Board authorizes Elya to submit application – <b>APPROVED</b> unanimously.</p>                                                                       |

|            |                                                               |                                                                                                                                                      |                                                                                                                                                                                                                       |
|------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                                                               | <p>Fiscal Policies and Procedures</p> <p>Three Year Budget</p> <p>Development Plan</p> <p>Asked Board members to share Non Profit 3 year budget.</p> | <p>Proposed Motion 2:<br/>Board authorizes the Finance Committee to work with the executive director to prepare the OCH fiscal policies and procedures and three year budget.</p> <p><b>APPROVED</b> unanimously.</p> |
| Roy Walker | <b>Executive Session:<br/>OCH Executive Director Contract</b> | <p>Executive Session began at 3:02pm</p> <p>Executive Session Closed at 3:15pm</p>                                                                   | <p>Motion to delegate OCH Executive Director Contract details to Executive Committee to draft Employment Agreement based on Executive Session Discussion.</p> <p><b>APPROVED</b> unanimously.</p>                     |
| Roy Walker | <b>Adjourn</b>                                                | <p>Elya reminded everyone of the February 13 board meeting and the Summit and partner convening.</p> <p>Meeting Adjourned at 3:18 pm.</p>            |                                                                                                                                                                                                                       |

# ACH 2016 survey ratings and change from 2015



## **Olympic Community of Health**

### **COBRA Reimbursement S.B.A.R.**

Recommended by the Executive Committee January 24<sup>th</sup>, 2017

Presented to the Board of Directors February 13<sup>th</sup>, 2017

#### **Situation**

Staff benefits stopped on January 31<sup>st</sup> and will restart March 1<sup>st</sup> 2017.

#### **Background**

We were unable to negotiate a new benefit package for OCH employees by the deadline, January 13<sup>th</sup>, 2017 for benefits to begin February 1<sup>st</sup>. Negotiations were finalized on February 7<sup>th</sup> and coverage will begin March 1<sup>st</sup>. The new benefit package does not include coverage of dependents.

#### **Action**

In order to continuously cover herself and her spouse, the executive director purchased one month of COBRA medical care coverage at a personal cost of \$1,242.58. This sum was previously paid by her employer, Kitsap Public Health District.

#### **Proposed Recommendation**

The Board agrees to reimburse the Executive Director the cost of COBRA for medical coverage for February 2017.

## Olympic Community of Health

### Budget Close: 2016

Presented to the Board of Directors February 13<sup>th</sup>, 2017

**Summary:** We closed out the year at 85% of our approved budget. The contract between Kitsap Public Health District and the Health Care Authority closed January 31, 2017; therefore, unspent funds will remain with KPHD through February 28, 2017, and then will be transferred to the OCH bank account. The HCA will provide a contract template to all ACHs to support this transaction. We anticipate that we will close January with approximately \$215,000 in reserves based on a preliminary total spend for January of \$23,086. We will receive our first quarterly installment of SIM Year 3 funding from the HCA in the amount of \$85,998 by February 9<sup>th</sup>.

**Up Next:** We will share spend-to-date financials against the 2017 budget at the March meeting. The Finance Committee will review quarterly financials in early May.

#### OLYMPIC COMMUNITY OF HEALTH

##### 2016 BUDGET CLOSE

Board of Directors

February 8, 2017

#### APPROVED REVENUES 2016

| Description           | Total          |
|-----------------------|----------------|
| HCA ACH Year 1 Grant  | 330,000        |
| HCA Design Grant      | 150,000        |
| <b>TOTAL REVENUES</b> | <b>480,000</b> |

*Note: Unexpended balance of HCA state funding from 2016 (\$480,000) is reserved for 2017 and 2018.*

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January 1, 2016-December 31, 2016

#### APPROVED EXPENDITURES 2016

JAN THRU DEC 2016

| Personnel                                                | Salaries          | Benefits <sup>1</sup> | Total                | BALANCE REMAINING | YEAR TO DATE         | % SPENT (Target 100%) |
|----------------------------------------------------------|-------------------|-----------------------|----------------------|-------------------|----------------------|-----------------------|
| Director: 1.0 FTE for 9 months                           | \$ 79,362         | \$ 23,809             | \$ 103,171           | \$ (8,646)        | \$ 111,817           | 108%                  |
| Program Coordinator: 0.5 FTE for 4 months                | \$ 14,923         | \$ 4,477              | \$ 19,399            | \$ 19,399         | \$ -                 | 0%                    |
| Epidemiologist: 0.5 FTE for 11 months                    | \$ 37,279         | \$ 11,184             | \$ 48,463            | \$ 24,727         | \$ 23,736            | 49%                   |
| Assistant 0.4 FTE for 10 months                          | \$ 15,528         | \$ 4,658              | \$ 20,186            | \$ (6,842)        | \$ 27,029            | 134%                  |
| <b>Subtotal Personnel Costs</b>                          | <b>\$ 147,092</b> | <b>\$ 44,127</b>      | <b>\$ 191,219</b>    | <b>\$ 28,638</b>  | <b>\$ 162,581</b>    | <b>85%</b>            |
| <b>Non-Personnel</b>                                     | <b>Total</b>      |                       |                      |                   |                      |                       |
| Professional Services                                    |                   |                       | \$ 26,380            | \$ 4,050          | \$ 22,330            | 85%                   |
| Communication                                            |                   |                       | \$ -                 | \$ (288)          | \$ 288               | NA                    |
| Travel                                                   |                   |                       | \$ 4,000             | \$ (613)          | \$ 4,613             | 115%                  |
| Supplies                                                 |                   |                       | \$ 3,000             | \$ (578)          | \$ 3,578             | 119%                  |
| Event/Meeting Expenses                                   |                   |                       | \$ 5,000             | \$ 1,972          | \$ 3,028             | 61%                   |
| Other                                                    |                   |                       | \$ -                 | \$ -              | \$ -                 | 0%                    |
| <b>Subtotal Non-Personnel Costs</b>                      |                   |                       | <b>\$ 38,380</b>     | <b>\$ 4,543</b>   | <b>\$ 33,837</b>     | <b>88%</b>            |
| Indirect Costs (25% of salaries & benefits) <sup>1</sup> |                   |                       | \$ 47,805            | \$ 7,159          | \$ 40,645            | 85%                   |
| <b>TOTAL EXPENDITURES</b>                                |                   |                       | <b>\$ 277,404</b>    | <b>\$ 40,341</b>  | <b>\$ 237,063</b>    | <b>85%</b>            |
| <b>DESIGNATED RESERVES<sup>2</sup></b>                   |                   |                       | <b>\$ 202,596.31</b> |                   | <b>\$ 242,936.86</b> |                       |

#### NOTES

1. 2016 Budget assumes benefits and indirects of 30% and 25% respectively
2. Unspent revenue moves into the designated reserve.

### Update: Opioid Project Financials

The Opioid Project is administered through a contract amendment ending January 31, 2017 and expenditures are tracked separately per HCA contract requirements. We had five months to expense \$50,000 on this project. Based on preliminary total spend for January, we expensed \$48,159.56 (98%) of the allowable amount.

| EXPENDITURES                 | YEAR TO DATE     | Sep-16             | Oct-16             | Nov-16             | Dec-16             | Jan-17             |
|------------------------------|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                              | <b>TOTALS</b>    |                    |                    |                    |                    |                    |
| <b>Salaries and Benefits</b> |                  |                    |                    |                    |                    |                    |
| Kushner, Siri                | 9,050.96         | 196.02             | 1,388.48           | 1,933.80           | 2,883.12           | 2,649.54           |
| Moore, Elya                  | 6,758.64         | 1,248.45           | 1,442.86           | 1,670.68           | 1,575.76           | 820.89             |
|                              | -                |                    |                    |                    |                    |                    |
|                              |                  |                    |                    |                    |                    |                    |
| SUBTOTAL                     | 15,809.60        | 1,444.47           | 2,831.34           | 3,604.48           | 4,458.88           | 3,470.43           |
| Indirect Rate                | 3,952.40         | \$ 361.12          | \$ 707.84          | \$ 901.12          | \$ 1,114.72        | \$ 867.61          |
| <b>LABOR EXPENSES</b>        | <b>19,762.00</b> | <b>\$ 1,805.59</b> | <b>\$ 3,539.18</b> | <b>\$ 4,505.60</b> | <b>\$ 5,573.60</b> | <b>\$ 4,338.04</b> |
| Adjustments:                 |                  |                    |                    |                    |                    |                    |
| Supplies                     | -                |                    |                    |                    |                    |                    |
| Professional Services        | 27,237.45        |                    | 6,425.80           | 4,530.55           | 4,963.75           | 11,317.35          |
| Communication                | -                |                    |                    |                    |                    |                    |
| Travel                       | 110.11           |                    |                    | 70.42              | 39.69              |                    |
| Rental                       | 1,050.00         |                    |                    | 150.00             | 900.00             |                    |
|                              |                  |                    |                    |                    |                    |                    |
| <b>NON-LABOR EXPENSES</b>    | <b>28,397.56</b> | <b>-</b>           | <b>6,425.80</b>    | <b>4,750.97</b>    | <b>5,903.44</b>    | <b>11,317.35</b>   |
| <b>TOTAL</b>                 | <b>48,159.56</b> | <b>1,805.59</b>    | <b>9,964.98</b>    | <b>9,256.57</b>    | <b>11,477.04</b>   | <b>15,655.39</b>   |

## Olympic Community of Health

### Finance Committee Charter

|   | Member Name                   | Role             | Agency or Affiliation                    |
|---|-------------------------------|------------------|------------------------------------------|
| 1 | Hilary Whittington            | Chair, Treasurer | CFO, Jefferson Healthcare                |
| 2 | Eric Lewis                    | Member           | CEO, Olympic Medical Center              |
| 3 | Designated MCO Representative | Member           | Medicaid Managed Care Organization (MCO) |

#### Finance Committee Purpose

The committee is responsible for recommending financial policies, goals, and budgets that support the mission, values, and strategic goals of the organization. The committee also reviews the organization's financial performance against its goals and proposes major transactions and programs to the board. In addition to developing an annual budget, the committee will track progress toward long-term financial goals that will provide for the sustainability of the organization.

#### Finance Committee Operating Principles

- The Treasurer of the Board shall chair the Finance Committee
- The Finance Committee will be comprised of at least three voting members from the Board of Directors or *Ad Hoc* members
- Committee members should have backgrounds in finance, accounting, business, investment management, executive leadership, and/or business ownership
- A majority of the Finance Committee shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business
- Finance Committee members will be held to term limits outlined in the bylaws
- The Finance Committee shall be accountable to the OCH Board and shall present recommendations and actions for review

#### Responsibilities

The finance committee's specific responsibilities include:

- Recommending policies that maintain and improve the financial health and integrity of the organization
- Reviewing and recommending a long-range financial plan for the organization
- Reviewing and recommending an annual operating budget and annual capital budget consistent with the long-range financial plan and financial policies
- Reviewing and recommending capital expenditures and unbudgeted operating expenditures that exceed management's spending authority
- Reviewing and approving capital expenditures and unbudgeted operating expenses that, per board-approved policy, are above management's authority but below the threshold required for board approval
- Reviewing the financial aspects of major proposed transactions, new programs and services, as well as proposals to discontinue programs or services, and making action recommendations to the board
- Monitoring the financial performance of the organization as a whole and its business lines against approved budgets, long-term trends, and benchmarks
- Requiring and monitoring corrective actions to bring the organization into compliance with its budget and other financial targets
- Oversee annual financial audits and manage the selection of and relationship with external auditor

#### Meetings

The Finance Committee shall meet as needed, no fewer than four times per year.



## Fiscal Policies and Procedures Manual

Created January 23, 2017

Revised February 6, 2017

Adopted Month, Day, Year

### **GENERAL PURPOSE**

The purpose of the Fiscal Policies and Procedures Manual is to establish guidelines for the Board of Directors and Olympic Community of Health (OCH) staff about standards and procedures to be applied when developing financial goals and objectives, making financial decisions and reporting the financial status of OCH. In addition, these policies will provide guidelines to allow for an effective management of OCH funds. The OCH is a Washington nonprofit organization.

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## **ROLES & RESPONSIBILITIES**

### **BOARD OF DIRECTORS**

It is the responsibility of the Board of Directors to formulate financial policies, delegate administration of such policies to staff, and review operations and activities on a periodic basis. The Board of Directors adopts the annual budget by board vote. The Board of Directors oversees the general financial administration of Olympic Community of Health and delegates responsibility to the Executive Director for the day-to-day operations and financial decisions. .

### **FINANCE COMMITTEE**

The Finance Committee, chaired by the Board Treasurer, shall be responsible for the oversight and coordination of the duties outlined in the approved charter, including: Annual budget presentation for Board approval, presentation of monthly financial statements, management of fund investments, selection of the outside auditors, annual financial report, internal controls, and financial policies.

The long-term financial objectives for Olympic Community of Health are reviewed and approved by the Board of Directors following recommendations from the Finance Committee, presented by the Executive Director and/or the Treasurer. Expenditures and revenue objectives are recommended for Olympic Community of Health in accordance with the Board approved long-term plans annually reviewed at an annual Board Strategic Planning Retreat.

The Board Treasurer, with oversight by the Board of Directors, shall have oversight over the accuracy of the accounting records. The Executive Director shall provide the Treasurer with detailed monthly financial information, such as the Chart of Accounts, Reporting Formats, Accounts Payable Processing, Payroll input and Payroll processing, Cash Receipts input, Journal Entries for General Ledger, Form 1099 reporting, and Form 990 reporting as well as Bank Reconciliations and any other accounting as required.

### **STAFF**

Olympic Community of Health's Executive Director implements general and daily financial management and reporting. The Executive Director acts as the primary fiscal agent, implementing all financial policies and procedures. In addition to general and daily management activities, the Executive Director develops and presents staff compensation ranges to the Board of Directors for approval. Such ranges shall be used in the preparation of the annual budget. The Executive Director is also responsible for preparing the annual operational budget for approval by the Board, financial reports analyzing performance to the budget, and periodic cost and productivity analyses.

### **BUDGETING & REPORTING**

Olympic Community of Health regularly prepares both internal and external financial statements. At the outset, the Olympic Community of Health's financial statements are prepared on the cash basis. At the earliest possible phase in the organization's development, the Executive Director, with oversight from the Finance Committee, will transition from a cash basis to an accrual basis. Henceforth the organization will operate on an accrual accounting basis.

## **FINANCIAL STATEMENTS**

Presentation of the Financial Statements shall describe net assets and revenues, expenses, gains, and losses, classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of Olympic Community of Health and changes shall be classified as unrestricted, temporarily restricted, and permanently restricted.

Unrestricted net assets include amounts that are not subject to imposed stipulations that are used to account for resources available to carry out the purposes of Olympic Community of Health in accordance with the limitations of its charter and bylaws. The principal sources of unrestricted funds are grants, contributions, and investment income.

Temporarily restricted net assets are those resources available for use only for purposes specified by the donor or grantor and may or will be met by the actions of Olympic Community of Health and/or the passage of time, or as specified by the restriction. Such resources originate from grants and contributions restricted for specific purposes or a specific future time frame. When a donor or grantor restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets are those resources that are required to be maintained permanently, but which Olympic Community of Health is allowed to use up or to expend all or part of the income that is derived from the donated assets.

## **INTERNAL REPORTING**

Financial Statements shall be prepared monthly. The Financial Statements include information about all Organization's Funds and cash position as of the end of each month and are reviewed by the Treasurer and the Executive Director prior to submission to the Finance Committee. The Financial Statements are submitted to the Board of Directors by the Treasurer for final review and approval, at least every quarter.

## **FRAUD AND EMBEZZLEMENT**

The Executive Director will notify the Board Chair and all major funding sources not later than one working day after the date any alleged fraud activity comes to her/his attention. Organizational personnel will develop the case and notify the proper authorities. If any fraud or embezzlement is identified as part of the annual financial audit and if the Executive Director is implicated, the auditor shall inform the Board chair immediately. After the investigation and resolution of the issue, the organization will make internal control changes to satisfy management and the Board of Directors.

## **REVENUE GOALS**

The responsibility for reaching Olympic Community of Health's budgeted revenue goals on a yearly basis is shared by the Executive Director and the Board of Directors. The Executive Director in conjunction with the Board of Directors and the Treasurer develops and proposes revenue goals and objectives and submits them to the Board prior to discussion and approval at annual Board Strategic Planning Retreat each year.

The Executive Director prepares regular reports on the status of revenue generating activities and presents it to the Board and Executive Committee at regularly scheduled meetings. The Executive/Finance Committee reviews regular reports of revenues and expenditures and if necessary makes recommendations to the Board and to the Executive Director of Olympic Community of Health related to managing expenditures relative to the results of fund development activities.

### **COST ALLOCATION**

Costs not directly attributable to one program and one funding source are initially posted to a common cost center, which are then distributed proportionately to the variety of Olympic Community of Health cost centers. These include, but are not limited to costs shared by all programs in the organization, e.g. telecommunications, maintenance, utilities fees and licenses, janitorial.

Allocation of costs are based on labor. Labor percentages are derived from the relative number of hours worked and documented on staff monthly timesheets for each Olympic Community of Health program or initiative. Most common costs, e.g. printing and postage, office supplies, telecommunications, bookkeeping, fiscal audits, are distributed to programs based on the hours worked in each program or initiative as a percentage of the total staff hours working in a month. Allocation criteria are evaluated on a regular basis e.g. annually unless significant program/initiative changes occur more frequently.

Pure administrative costs are tracked separately and include expenses that are not directly attributable to the programs/initiatives of the organization. They may include Board meeting and related Board expenses, administrative staff costs and other expenses related to maintaining the organization. Administration is allocated to programs/initiatives on the basis of FTE. Since some funding sources restrict the level of reimbursable administrative overhead, the “excess” administration will be charged to other sources of funding or to “no source” if no other funding sources are available, leaving the program or initiative in a deficit which may be supported by other unrestricted revenues or the investment income/corpus.

### **BUDGETING PROCESS**

The Finance Committee and Olympic Community of Health’s Executive Director shall continuously plan for the long-term financial stability the organization in accordance with Olympic Community of Health’s long-term plans that are reviewed annually, and adjusted as necessary.

Olympic Community of Health’s Executive Director and the Treasurer shall be responsible for preparing and presenting to the Finance Committee an annual operating budget draft for Board approval prior to the beginning of each fiscal year (January). Prior to submission to the Board, the Executive Director shall review the specific revenue goals tied to the fundraising activities of Olympic Community of Health, and make recommendations to the Treasurer and Finance Committee. In addition, all relevant staff shall actively participate in the planning of upcoming program expenditures and formulate recommendations to the Executive Director as the annual operating budget is being finalized for presentation to the Board.

## **CASH MANAGEMENT**

Cash and cash equivalents include all cash balances and highly liquid investments with maturity of six months or less. Olympic Community of Health investments shall be reviewed quarterly by the Finance Committee, led by the Board Treasurer. Investment policy is reviewed and updated as needed by the Board. The Finance Committee shall use due diligence in overseeing the investments of Olympic Community of Health funds, by establishing and monitoring an investment strategy that gives proper recognition to risk and return. The Board reviews the investment strategy and objectives every year and modifies by vote of the Board.

## **FUNDS AND BANKING**

Funds of Olympic Community of Health shall be deposited in Olympic Community of Health's bank accounts designated by the Board of Directors. Olympic Community of Health maintains a checking account and savings account. These accounts may be changed as Olympic Community of Health's financial conditions and requirements change. The Treasurer will receive, review, and hand over all bank statements for the organization to the Executive Director who will assure the bank statements are reconciled timely. The Executive Director shall maintain and oversee bank accounts, and ensure Olympic Community of Health's day-to-day financial operations.

All checks, cash, money orders, and credit card deposits, are deposited in the appropriate accounts. The Executive Director may transfer monies from the Savings Account into the Checking account when necessary. Checks are written monthly based on staff completed check request forms and/or regular approved vendor invoices each month to meet monthly Olympic Community of Health financial obligations, or ongoing operational expenditures. Monthly checking accounts statements are reconciled monthly and serve as an internal control to assure all entries have been made to the general ledger system and possibly discover bank errors or theft.

## **INVESTMENTS**

Investments, if applicable, are reported with the financial statements at the market value. The Finance Committee evaluates the general investment strategy for organization's quarterly, to ensure the portfolio's proper diversification, security and return on investments. A summary of the strategy and results to plan are presented to the Board annually for review and possible revision.

## **FUND ACCOUNTING**

In observance of limitations and restrictions placed on the use of resources available to Olympic Community of Health, the accounts of Olympic Community of Health are maintained in accordance with the principles of fund accounting. Under these procedures, resources for various purposes are classified for accounting and maintained for each fund.

## **SIGNATURE AUTHORIZATION**

The Executive Director, the Board Treasurer, President, and Vice President are authorized to sign all checks, drafts, or orders for payment of money issued in the name of Olympic Community of Health and have signed required documents at Olympic Community of Health's bank.

All contracts, commitments for services in the name of Olympic Community of Health, and other legal obligations shall be signed by the Executive Director and at least one of the following: the Treasurer, President, or Vice President of the Board unless otherwise decided by the Board. All contracts over \$50,000 must go to the Board of Directors for approval. If, for some reason, this is not possible, then the Board authorizes the Executive Committee to approve these contracts with an immediate notice to the Board of Directors.

### **CASH OPERATIONS**

Olympic Community of Health's bookkeeper and accountant maintain standard accounting records containing all aspects of Olympic Community of Health's financial operations. They include but are not limited to: A general ledger, a check register, and a payroll register.

### **REVENUE RECOGNITION**

All contributions shall be recorded in accordance with GAAP, with specific attention to standards ASC 958-605-25. Contributions are recorded as pledged or received in accordance with ASC 958-605-25, and must be credited to the appropriate revenue lines as presented in the annual budget and coded with the appropriate account number as designated in Olympic Community of Health's Chart of Accounts.

### **CASH RECEIPTS**

The following procedures for cash/checks received through the mail or given to an Organization Representative shall be in place: Mail is sorted by Olympic Community of Health's Host Organization. Mail is then distributed to the Olympic Community of Health Program Coordinator who will log them and then send checks immediately to the Executive Director for processing. Cash and checks are deposited in Olympic Community of Health bank account. A log of deposits is included in the bank register which is given to the Executive Director on a regular (weekly) basis for review of both deposits and all checks that have been written on the account.

A copy of the bank deposit slip is retained in chronological order with copies of the deposited checks. All cash and checks shall be deposited weekly.

Deposit tickets endorsed by the bank are forwarded to the Bookkeeper who records these transactions in the General Ledger. The Bookkeeper shall reconcile all logs of incoming cash/checks with the deposit slips to ensure that all cash has been deposited.

The same procedures followed for cash receipts shall be followed when monies are received by employees as contributions during Special Events.

### **RECEIPTS TO DONORS**

All donors and contributors shall be properly acknowledged of their contributions in accordance with IRS Guidelines. The Executive Director shall ensure proper recognition of contributors and grantors, utilizing the financial reporting systems.

## **CASH DISBURSEMENTS**

### **APPROVAL PROCESS**

All expenditures shall be approved by a project director and then sent to the Executive Director for final approval. The Board shall authorize the Executive Director to make whatever purchases are needed for the day-to-day operation of Olympic Community of Health and in accordance with the approved annual organization budget and bylaws, which authorizes non-budgeted expenditures under \$5,000. All authorized expenditures shall be coded by account number using Olympic Community of Health's Chart of Accounts.

Any non-routine expenditure in excess of Two Thousand Five Hundred Dollars (\$2,500.00) for the purchase of a single item should have bids from three (3) suppliers if possible. For all fixed asset purchases, reasonable diligence should be exercised to comparatively shop for available sources.

Invoices shall be forwarded to the Executive Director for approval. Following the review and approval, the Executive Director will forward to the bookkeeper to log into Quickbooks and prepare checks and then forward them to the Executive Director for check signing. Upon payment of a bill, copy of the check or duplicate of stub shall be stapled onto the bill. The paid invoices and check stubs shall be filed by check number and kept in monthly folders. These folders are for use in preparing the monthly financial reports.

Voided checks shall be marked "VOID" boldly written in ink across the face of the check and the signature portion of the check will be torn off. The voided check shall be filed with other canceled checks upon review of documentation by the Treasurer.

### **REIMBURSEMENTS**

Expenses pre-approved and directly related to Olympic Community of Health business activities (mileage, meals, hotel, supplies, etc.) will be reimbursed to employees upon submission of an Expense Reimbursement Form. The use of the Olympic Community of Health credit card(s) by Olympic Community of Health's Executive Director is authorized upon the discretion of the Executive Director. Monthly credit card expenditure reports and card invoices are reviewed and approved by the Treasurer and appropriate corresponding receipts will be attached for each expenditure..

### **PETTY CASH**

Olympic Community of Health will not maintain any petty cash funds.

### **BANK RECONCILIATIONS**

All Bank Statements will be mailed to and opened by the Treasurer who will review each statement and cancelled check before giving them to Executive Director. Bank reconciliations shall be completed monthly by the Executive Director and the bookkeeper. In addition, all Bank Statements, Credit Card Statements, and other required reporting are reconciled every month by the Bookkeeper, and records will be kept in Olympic Community of Health's office. These

monthly checking accounts statement reconciliations serve as an internal control to assure all entries have been made to the general ledger system and possibly discover bank errors or theft.

A check outstanding for more than six (6) months will be voided with a possible stop payment request to the bank upon approval of the Executive Director. All voided checks will be kept on file whenever possible.

## **OTHER POLICIES & PROCEDURES**

### **CONFIDENTIALITY AND RECORDS SECURITY**

Financial records are restricted materials with limited access. Only the Executive Director, Program Coordinator, and the Treasurer (or others so authorized by the Board) shall have access to financial records (vendor files, checks, journals, payroll, etc.). All payments, transactions and invoices shall be filed with supporting documentation, and files should be kept confidential.

### **DEEDS, CONVEYANCES, LEASES & CONTRACTS**

Olympic Community of Health leases space to conduct its normal business activities.

- ◆ Leases will correspond to the fiscal year whenever possible.
- ◆ Copies of all leases will be maintained in the Olympic Community of Health office.

### **DONATED MATERIALS AND SERVICES**

Donated materials and equipment shall be reflected in the Financial Statements at their estimated values measured on the date of receipt.

### **DONOR-IMPOSED CONDITIONS**

Transfers of assets and promises to give with donor-imposed conditions should be recognized as contribution revenue when the conditions have been substantially met or when the conditions have been explicitly waived by the donor, i.e. a contribution of cash or a promise to give cash in support of a proposed program should be recognized when the program is undertaken. Transfers of assets with donor-imposed conditions should be reported as refundable advances until the conditions have been substantially met. Transfers of assets on which resource providers have imposed conditions should be recognized as contributions if the likelihood of not meeting the conditions is remote.

### **DONOR-IMPOSED RESTRICTIONS**

Contributions may be received with donor-imposed restrictions. Some restrictions may permanently limit Olympic Community of Health's use of contributed assets. Other restrictions are temporary in nature, limiting Olympic Community of Health's use of contributed assets to (a) a later period or after a specific date (a time restriction), (b) a specific purpose (a purpose restriction), or (c) both.

Restrictions may (a) be stipulated explicitly by the donor in a written or oral communication accompanying the contribution or (b) result implicitly from the circumstances surrounding receipt of the contributed asset – i.e. making a gift to a capital campaign. Contributions of

unconditional promises to give with payments due in future periods should be reported as temporarily restricted contributions unless the donor expressly stipulated or circumstances surrounding the receipt of the promise make clear that the donor intended it to be used to support activities of the current period.

Unconditional contributions received without donor-imposed restrictions should be reported as unrestricted support that increases unrestricted net assets. Unconditional contributions received with donor-imposed restrictions should be reported as restricted support that increases permanently restricted or temporarily restricted net assets, depending on the nature of the restriction.

#### **GRANT CONTINGENCIES**

Grants often require the fulfillment of certain conditions as set forth in the related instrument. Failure to fulfill the conditions could result in the return of funds to the grantors. It is the responsibility of the Executive Director to oversee the fulfillment of grant conditions. All grants shall be properly acknowledged in accordance to IRS regulations and all grantors shall be properly recognized.

#### **INCOME TAXES**

Olympic Community of Health intends to be exempt from federal income taxes under Section 501 (c) (3) of the Internal Revenue Code before filing taxes. Accordingly, for income tax purposes, we will operate as a nonprofit and reflect this in our financial statements. Olympic Community of Health tax ID is: 81-4591222.

#### **INDEPENDENT AUDIT**

Olympic Community of Health will have an audit of its financial statements annually, beginning in 2017.

The Treasurer shall recommend to the Board of Directors for approval, the selection of a firm to conduct the annual Olympic Community of Health audit. In addition, the Finance Committee shall assist when necessary in the audit preparation, and report the final results to the Board of Directors. A representative of the audit firm will be invited to attend a Board Meeting to make a presentation to the Board if the audit report is other than unqualified, or if the auditors report material weaknesses in internal controls or reportable conditions.

All reports which result from reviews of audits of the accounting and other financial systems will be routed immediately to the Executive Director, who will then share this information with the Board of Directors. The Executive Director will be responsible for preparing any needed written response to the review or audit recommendations. She/he will be responsible for providing any necessary corrective action. The auditor or other reviewing agency will be notified within three months of the issuance of the recommendations of the actions that will be taken by the agency and the projected timetable for these actions.

## **INSURANCE AND BONDING**

Reasonable and adequate coverage is maintained to protect Olympic Community of Health's interests as well as the Board of Directors. The following insurance policies shall be kept on a yearly basis: General Liability Insurance, Directors and Officers Liability Insurance, Workers Compensation Insurance, and Employees Health Insurance and Dental Insurance.

Insurance policies shall be maintained with the insurance files on a yearly basis. Insurance policies shall correspond to the fiscal year whenever possible. Insurance Policies shall be reviewed by Olympic Community of Health's Executive Director before renewal each year.

## **PAYROLL-RELATED TRANSACTIONS**

Payroll is executed monthly (on the fifth day of the following month of work) using a payroll service. Time is entered into a timekeeping system, approved by the Executive Director weekly, then reported to the payroll service for payment to individual staff. Direct deposit of payroll to individual staff bank accounts will be the preferred method of payment, once available. Our payroll service provides on line payroll reports that are in turn reconciled with checking account reports by Olympic Community of Health Executive Director.

It shall be the responsibility of the Executive Director to ensure that existing employees who resign, are terminated or who are retiring pay any amounts due to Olympic Community of Health, and return all Olympic Community of Health property before a final paycheck is issued.

Each Olympic Community of Health staff person completes a timesheet using our online timekeeping system documenting daily hours worked on each assigned project and these on-line timesheets are used in preparing the monthly financial statements and grant reporting requirements.

## **PROPERTY AND EQUIPMENT**

Property and equipment shall be stated at historical cost. Depreciation is computed over the estimated useful lives of the assets using the straight-line method. A Depreciation schedule shall be prepared and implemented by Olympic Community of Health's accountant on an annual basis, taking into consideration the annual equipment inventory.

## **TRAVEL**

Travel expense reports for authorized local and out of state travel are completed by each employee, as appropriate and then submitted to the Executive Director for payment on a monthly basis. Mileage to and from the employee's residence to the place of work is not be paid by Olympic Community of Health. Parking expenses are reimbursable if a staff person is required to use their personal automobile for a work related reason. Mileage reimbursements will be based on the travel rate established annually by the IRS. Travel to out of state trainings, conferences and meetings must have prior approval by the Executive Director. The annual budgeting process includes funding for projected necessary staff travel and training and is approved by the Board of Directors. At the conclusion of approved travel, staff must attach expenditure receipts to the reimbursement request as a condition of payment. All

reimbursement requests are reviewed and approved by the Executive Director. Expense reports for the Executive Director will be approved by the Board President.

A Board Member traveling to represent Olympic Community of Health as authorized by the Board of Directors to assist in Organization business will be reimbursed for travel and expenses in the same manner that staff members are reimbursed. These expenditures will be approved by the Board President, unless the travel is for the Board President, in which case the Vice President or Treasurer are also authorized to approve these expenditures.

### **RECORDS RETENTION**

The following fiscal and personnel records shall be retained in Olympic Community of Health office files for a minimum of seven years following the end of a fiscal year (December 31<sup>st</sup>):

- Check registers, warrants or vouchers accounting for payments/expenses. Supporting documentation including original invoices and receipts
- Cash reconciliations for bank accounts from the bank statement to general ledger
- Any Investment reports
- Personnel files including required proof of citizenship or resident status, IRS withholding forms, emergency contact information
- Travel and other authorized expenses
- Payroll records
- Monthly and YTD budget, expense and revenue reports
- Copies of Bank deposit slips with copies of checks
- Monthly expense reports and copies of invoices submitted to funders
- Accounts payable and accounts receivable, including aging reports
- Capital Equipment inventory and depreciation schedules
- Contracts specifying services, duration and rate of compensation

**Situation**

The OCH lost staff capacity to continue the Opioid Project after the contract period ended, January 31, 2017. There is a lot of momentum coming out of the summit that we would like to harness as quickly as possible.

**Background**

The Opioid Project is not a budgeted expense in the 2017 budget. When we developed the budget, we did know if there would be interest in the OCH continuing to staff this project. Since the budget was approved, there has been an ask from community partners for the OCH to continue to staff this project. At the December Board meeting, the Board authorized the executive director to look for funding to continue this project.

Based on the first five months of project activity, the monthly project spend is between \$9,000 to \$15,000. We expect Medicaid Demonstration Transformation (MDT) design funding to begin in April or May, at which time we will be able to shift SIM funding to cover Opioid Project expenses because it is an allowable expense under our contract with the HCA as a regional health improvement project.

**Action**

We have been in negotiations for bridge funding from three potential sources:

1. Amerigroup pledged \$7,000 in bridge funding to support this project.
2. The Health Care Authority sent CMS a request to contract with the OCH for up to \$30,000 to support the continuation of the Opioid Project under the State Innovation Model (SIM) grant. We expect to hear back soon.
3. We requested up to \$10,000 per month from the Salish Behavioral Health Organization as a “last resort” funding source until Medicaid Demonstration funding begins. The Executive Committee for this Board meets February 17<sup>th</sup> to discuss this request.

**Proposed Recommendation**

The Board authorizes the executive director to hire a part time staff person to continue the work of the Opioid Project, contingent on securing bridge funding.