


EXHIBIT A: SERVICE LEVEL AGREEMENT TEMPLATE

	SERVICE LEVEL AGREEMENT for [BRIEF PROGRAM TITLE] Services	HCA Agreement Number: Service Level Agreement Number:
THIS SERVICE LEVEL AGREEMENT (SLA) is made between the Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Sovereign Nation".		
SOVEREIGN NATION INFORMATION		HCA INFORMATION
SOVEREIGN NATION NAME	HCA DIVISION/SECTION Division of Behavioral Health and Recovery	
SOVEREIGN NATION DEPARTMENT	HCA PROGRAM TITLE	
SLA MANAGER CONTACT INFORMATION [Name], [Title] Phone: Email:	SLA MANAGER CONTACT INFORMATION [Name], [Title] Phone: Email:	
AGREEMENT MANAGER CONTACT INFORMATION [Name], [Title] Phone: Email:	AGREEMENT MANAGER CONTACT INFORMATION [Name], [Title] Phone: Email:	
SLA START DATE	SLA END DATE	TOTAL MAXIMUM SLA AMOUNT \$
SLA PURPOSE		
ATTACHMENTS/EXHIBITS LISTED BELOW ARE ATTACHED AND INCORPORATED INTO THIS SLA: Attachment 1: <i>Statement of Work</i> Attachment 2: <i>[Business Associate and] Data Sharing Terms</i> Attachment 3: <i>Substance Abuse and Mental Health Services Administration Award Terms</i> Attachment 4: <i>[Include any grant special terms HERE, E.g.: SOR]</i> Attachment 5: <i>Federal Subaward Information – CFDA #[]</i> Attachment 6: <i>SLA Funding Summary</i>		
This Service Level Agreement (SLA), including all documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Agreement. All other terms and conditions of the original Agreement remain in full force and effect. No other understandings or representations, oral or otherwise, regarding the subject matter of this SLA shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this SLA, and have authority to enter into this SLA.		
SOVEREIGN NATION SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

This Service Level Agreement (SLA) is issued under the provisions of Sovereign Nation Agreement (SNA) K between Sovereign Nation and HCA. All rights and obligations of the Parties shall be subject to and governed by the terms of the SNA, including any subsequent modifications which are incorporated herein by reference.

1. Purpose

1. Definitions

In addition to the definitions set out in SNA K , the definitions below apply to this SLA.

“Behavioral Health Management Information Systems” or **“BHMIS”** means the information systems used to report behavioral health data including but not limited to Minerva, TARGET, and any succeeding systems.

“Service Level Data Reports” are reports entered into one of the Behavioral Health Management Information Systems as outlined in SLA Statement of Work.

“Annual Narrative” is an annual report the Sovereign Nation must submit to HCA which includes the reporting requirements as outlined in this SLA.

2. Period of Performance

The initial term of the SLA will commence on **[Initiation Date]**, and continue through **[Expiration Date]**.

3. Compensation

Compensation payable to the Sovereign Nation for satisfactory work under this SLA will not exceed \$.

[Payment Options Below – One Option will be Selected for each SLA]

4. **(Option 1) Annual Advance Payment**

Annual advance payment will be paid to the Sovereign Nation in the beginning of July each year after the following requirements have been completed:

Invoicing

Sovereign Nation must submit accurate invoices and completed A-19 forms for all amounts to be paid by HCA, as outlined in this Section 4.1, *Invoicing*, and SNA K , Section 2.10, *Invoice and Payment*.

Invoicing documentation must be sent to the following email address:
tribalreports@hca.wa.gov.

A-19 Advance Invoice Form

Upon completion of the reconciliation requirements for the prior State Fiscal Year (SFY) HCA will provide a completed A-19 advance invoice form for Sovereign Nation signature. HCA will provide full advance payment for the

SLA or SLA Amendment following receipt of the signed A-19 advance invoice form from the Sovereign Nation.

Reconciliation

The HCA and the Sovereign Nation must reconcile the prior year's annual advance payment with the Quarterly Expenditure Reports, Annual Report, and Congruent Service Level Data documentation submitted by Sovereign Nation as outlined in Section 5.5, *Reporting Requirements*.

Repayment

In the event that the foregoing reconciliation identifies amounts unexpended for the fiscal year which are not permitted to carry forward to the next fiscal year the Sovereign Nation must return to HCA such unexpended amounts.

State funding may be limited to use within the assigned SFY, SAMHSA block grant funds are limited to the federal fiscal year, etc.

Failure to Reconcile

In the event that the Sovereign Nation does not provide the information necessary to complete the foregoing reconciliation within forty-five (45) calendar days after July 31, HCA will not make annual advance payment of funds for subsequent years until such reconciliation is completed and any applicable repayment is received.

In the event that the Sovereign Nation does not provide the information necessary to complete the foregoing reconciliation on or before the subsequent December 31, HCA will consider the failure to reconcile unresolvable and request the Sovereign Nation return to HCA all funds advanced under this SLA.

Reporting Requirements

Sovereign Nation must adhere to the reporting requirements for all programs included in the Tribal Plan including but not limited to the following:

Quarterly Expenditure Report (QER)

Sovereign Nation shall utilize the QER template provided by the HCA SLA Manager, and/or as outlined in the Behavioral Health Management Information Systems (BHMIS) to submit quarterly data as outlined in this SLA.

Quarterly Reporting Schedule

Quarterly Reports Period and Due Dates		
<u>Quarter Period</u>	<u>Report Due</u>	<u>Due Date</u>
July 1 – September 30	Quarterly Expenditure Report Service Level Data Entry	45 days following September 30
October 1 – December 31	Quarterly Expenditure Report Service Level Data Entry	45 days following December 31
January 1 – March 31	Quarterly Expenditure Report Service Level Data Entry	45 days following March 31

April 1 – June 30	Quarterly Expenditure Report Service Level Data Entry	45 days following June 30
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(Option 2) Cost Reimbursement

HCA will reimburse the Sovereign Nation for actual, Allowable Costs of the services provided under this SLA.

Invoicing

Sovereign Nation must submit accurate invoices and completed A-19 forms for all amounts to be paid by HCA, as outlined in this Section 4.1, *Invoicing*, and SNA K , Section 2.10, *Invoice and Payment*.

Invoicing documentation must be sent to the following email address:
tribalreports@hca.wa.gov.

Sovereign Nation must submit invoices using state form A-19 Invoice Voucher at least once per fiscal year quarter, but no more than monthly, for services rendered within the invoiced period. If Sovereign Nation is not seeking reimbursement for a specific quarter or month invoicing is not required for that specific quarter or month.

Reporting

Quarterly A-19 Reporting Schedule

Sovereign Nation must submit a completed A-19 Invoice Voucher with all expenses outlined for the services rendered during the period covered by the A-19 Invoice Voucher. This ensures the fiscal expenditure data correctly aligns with the Service Level Data Entry reports.

Quarterly Reports Period and Due Dates		
<u>Quarter Period</u>	<u>Report Due</u>	<u>Due Date</u>
July 1 – September 30	Quarterly Expenditure Report Service Level Data Entry	45 days following September 30
October 1 – December 31	Quarterly Expenditure Report Service Level Data Entry	45 days following December 31
January 1 – March 31	Quarterly Expenditure Report Service Level Data Entry	45 days following March 31
April 1 – June 30	Quarterly Expenditure Report Service Level Data Entry	45 days following June 30

(Option 3) Lump Sum Payment

Lump Sum payments may be provided as compensation for satisfactory performance of the work and/or deliverables as outlined in this SLA. Compensation and services to be rendered shall be based on Section [X], *Deliverables Table*.

Invoicing

Sovereign Nation must submit accurate invoices and completed A-19 forms for all amounts to be paid by HCA, as outlined in this Section 4.1, *Invoicing*, and SNA K , Section 2.10, *Invoice and Payment*.

Invoicing documentation must be sent to the following email address:

tribalreports@hca.wa.gov.

Sovereign Nation must submit invoices using State Form A-19 Invoice Voucher at least once per fiscal year quarter, but no more than monthly, for services rendered within the invoiced period. If Sovereign Nation is not seeking reimbursement for a specific quarter or month invoicing is not required for that specific quarter or month.

SLA Management

Management of this SLA is the responsibility of the SLA Managers identified on the first page of this SLA.

The SLA Manager is responsible for Monitoring the performance of their respective parties, and will be the contact person for all communications regarding SLA performance and deliverables. The HCA SLA Manager has the authority to accept or reject the services provided and must approve Sovereign Nation's invoices prior to payment.

Should an issue arise, which cannot be addressed by the SLA Managers, the Agreement Managers named on the first page of **this** SLA may be contacted to assist.

Either party must notify the other party within thirty (30) calendar days of the change of SLA Managers. Changes may be provided by email to the other party's Agreement Manager.

Order of Precedence

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

Applicable federal and state of Washington statutes and regulations;

SNA K , and all incorporated Amendments;

Attachment 1, Statement of Work;

Attachment 2, [Business Associate and] Data Sharing Terms;

Attachment 3, Substance Abuse and Mental Health Services Administration Award Terms;

Attachment 4, [Include any grant special terms HERE, E.g.: SOR];

Attachment 5, Federal Subaward Information; and

Any other provision, term or material incorporated herein by reference or otherwise incorporated.

Ownership of Materials

If materials are funded in whole or in part with Federal funds, the Federal government is granted a royalty-free, nonexclusive, and irrevocable license for the Federal government to

reproduce, publish, or otherwise use the material and to authorize others to do so for Federal purposes.

HCA Responsibilities

In addition to Agreement Section 2.28, *Responsibilities of the Health Care Authority*, the responsibilities below apply to this SLA.

HCA will refer to the National Tribal Behavioral Health Agenda and the American Indian and Alaska Native Cultural Wisdom Declaration as precedential guidance for culturally appropriate behavioral health programs for American Indian and Alaska Native populations.

HCA recognizes and agrees that Section 221 of the IHClA, 25 USC § 1621t, exempts a health care professional employed by an Indian Nation or Tribal Organization from the licensing requirements of the state in which such Indian Nation performs services, provided the health care professional is licensed in any state.

Attachment 1: Statement of Work

The Sovereign Nation will provide the Services and staff and otherwise do all things necessary for or incidental to the performance of work as set forth below.

Attachment #: Tribal Plan

The Tribal Plan, including any and all modifications, is an integral part of this Service Level Agreement, and is incorporated herein by reference.

ATTACHMENT #: SLA FUNDING SUMMARY

SLA Amount: original or current SLA Max \$
Amendment Amount: \$ added w/the SLA Amd
New SLA Max Amount: the amended total \$

Fy 2025 Total
FY 2026 Total
FY 2027 Total
FY 2028 Total