

	SOVEREIGN NATION AGREEMENT	HCA Agreement Number: K Sovereign Nation Agreement Number:
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THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and _____, (Sovereign Nation).

SOVEREIGN NATION NAME		SOVEREIGN NATION DOING BUSINESS AS (DBA)		
SOVEREIGN NATION ADDRESS	Street	City	State	Zip Code
SOVEREIGN NATION AGREEMENT MANAGER	SOVEREIGN NATION TELEPHONE		SOVEREIGN NATION E-MAIL ADDRESS	

HCA PROGRAM	HCA DIVISION/SECTION Office of Tribal Affairs
HCA AGREEMENT MANAGER NAME AND TITLE Lucilla Mendoza, Tribal Behavior Health Administrator	HCA AGREEMENT MANAGER ADDRESS Health Care Authority 626 8th Avenue SE P.O. Box 45502 Olympia, WA 98504-5502
HCA AGREEMENT MANAGER TELEPHONE 360-819-6575	HCA AGREEMENT MANAGER E-MAIL ADDRESS lucilla.mendoza@hca.wa.gov

AGREEMENT START DATE	AGREEMENT END DATE	TOTAL MAXIMUM AGREEMENT AMOUNT No Maximum
PURPOSE OF AGREEMENT:		

The parties signing below warrant that they have read and understand this Agreement and have authority to execute this Agreement. This Agreement will only be binding upon signature by both parties. The parties may execute this Agreement in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this Agreement shall be the same as delivery of an original.

SOVEREIGN NATION SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
1. DEFINITIONS.....	4
2. GENERAL TERMS AND CONDITIONS	6
2.1. AUTHORITY	6
2.2. ENTIRE AGREEMENT.....	6
2.3. PURPOSE.....	6
2.4. TERM.....	7
2.5. SERVICE LEVEL AGREEMENTS.....	7
2.6. ANNUAL TRIBAL PLAN	7
2.7. AMENDMENT	8
2.8. ASSIGNMENT.....	8
2.9. PAYMENT OPTIONS.....	8
2.10. INVOICE AND PAYMENT	9
2.11. CHANGES DUE TO FUNDING	10
2.12. COMPLIANCE WITH APPLICABLE LAW AND REGULATION	11
2.13. CONFIDENTIALITY.....	11
2.14. AGREEMENT MANAGEMENT	11
2.15. CULTURALLY RELEVANT SERVICES.....	12
2.16. DISPUTES AND CONFLICT RESOLUTION	12
2.17. GOVERNING LAW.....	12
2.18. HIRING AND EMPLOYMENT PRACTICES	12
2.19. INDEPENDENT STATUS.....	12
2.20. INSURANCE	12
2.21. LEGAL NOTICE	13
2.22. MONITORING.....	13
2.23. NOTIFICATION OF FUNDING	14
2.24. OPERATION AND ORDER OF PRECEDENCE.....	15
2.25. OWNERSHIP OF MATERIALS	15
2.26. PUBLIC DISCLOSURE	15
2.27. RECORDS AND RIGHT OF ACCESS	15
2.28. RESPONSIBILITIES OF THE HEALTH CARE AUTHORITY.....	16
2.29. SEVERABILITY.....	16
2.30. SOVEREIGN IMMUNITY – NO WAIVER	16
2.31. SUBCONTRACTING.....	16
2.32. SUBRECIPIENT.....	17
2.33. SURVIVABILITY.....	17
2.34. SLA TERMINATION FOR RETROCESSION	17
2.35. TERMINATION FOR CONVENIENCE	17

2.36. TERMINATION FOR DEFAULT 17

2.37. TERMINATION PROCEDURE 18

2.38. TREATMENT OF ASSETS..... 19

2.39. WAIVER..... 19

ATTACHMENT 1: FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES 20

EXHIBIT A: SERVICE LEVEL AGREEMENT TEMPLATE..... 23

1. DEFINITIONS

“A19-1A Invoice Voucher” or **“A19”** means the state of Washington Invoice Voucher used by Sovereign Nation and vendors to submit claims for payment in return for goods or services or both provided to Health Care Authority or its clients.

“Administrative Costs” or **“Indirect Costs”** means the costs incurred by the Sovereign Nation that are not attributable to direct services. Examples of Administrative Costs include non-direct costs associated with customer service, utilization management, network development, and quality management programs.

“Allowable Costs” means costs agreed to within each SLA which are consistent with the principles set out in 2 CFR 200, Subpart E, Cost Principles for federal funds, and which are permitted by applicable state and federal laws.

“Authorized Representative” means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

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

“CFR” means the **“Code of Federal Regulations”** - All references in the Agreement to CFR chapters or sections include any successor, amended, or replacement regulation, or any successor or replacement, or federal Office of Management and Budget circular or regulation as of the effective date of such successor, amended, or replacement regulation or circular.

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal, state, or Tribal Law. Confidential Information includes, but is not limited to, Personal Information.

“Agreement Manager” are the individuals from the Sovereign Nation and HCA, identified on the page one of this Agreement, which are responsible for the overall performance of this Agreement, and will act as the main contact for communications regarding this Sovereign Nation Agreement.

“Data” means information disclosed, exchanged or used by Sovereign Nation in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Agreement.

“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.

“HHS” or **“U.S. Department of Health and Human Services”** means any administration, division, section, office, unit, or other entity of HHS, or any of the officers or other officials lawfully representing HHS.

“Monitor” or **“Monitoring”** means any planned and ongoing or periodic activity by HCA to ensure compliance with the Agreement, including but not limited to the following:

- A. Reviewing financial and performance reports submitted by the Sovereign Nation;
- B. Following-up and ensuring that the Sovereign Nation takes timely and appropriate action, if applicable, on all deficiencies pertaining to the Agreement;
- C. Providing training and technical assistance on SNA and SLA related matters; and
- D. Arranging for agreed-upon procedures, engagements (limited in scope to activities allowed or unallowed), allowable cost/cost principles, eligibility, and reporting.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, Tribal citizenship or enrollment status, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security numbers, driver license numbers, other identifying numbers, and any financial numbers. Personal Information includes “Protected Health Information” as set forth in 45 CFR § 160 and 164, as currently written and subsequently amended and other information that may be exempt from disclosure to the public or other unauthorized persons under federal, Tribal, or state law.

“Protected Health Information” or **“PHI”** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual. [45 CFR § 160 and 164](#). PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR § 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR § 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC § 1232g(a)(4)(b)(iv).

“RCW” means the **“Revised Code of Washington”** - All references in the Agreement to RCW chapters or sections includes any successor, amended, or replacement statute, as of the effective date of such successor, amended, or replacement statute.

“Risk Assessment” means the evaluation required by [2 CFR § 200.332\(c\)](#) to determine a subrecipient's fraud risk and risk of noncompliance with a subaward and establish appropriate subrecipient Monitoring.

“Service Level Agreement” or **“SLA”** means the individual agreements, subject to the terms and conditions of this Agreement, executed by both Parties, containing a detailed statement of work, funding details, and any special terms and conditions for a service, project, program or similar activity authorized by this Agreement and incorporated by reference herein.

“Service Level Agreement Manager” or **“SLA Manager”** means the individual(s) from the Sovereign Nation and HCA, identified on page one of each individual Service Level Agreement, which will provide monitoring and oversight of activities conducted under the applicable Service Level Agreement.

“Single Audit Report” means the report from the compliance audit of the Sovereign Nation completed in accordance [2 CFR Part 200, Subpart F](#), including any audit findings.

“Subcontract” means a separate contract between the Sovereign Nation and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Sovereign Nation is obligated to perform pursuant to any Service Level Agreement.

“Subcontractor” means a person or entity that is not in the employment of the Sovereign Nation, who is performing all or part of the business activities under this Agreement under a separate contract with Sovereign Nation. The term “Subcontractor” means subcontractor(s) of any tier.

“Subrecipient” shall have the meaning given in [45 C.F.R. 75.2](#), or any successor or replacement to such definition, for any federal award from HHS; or [2 C.F.R. 200.93](#), or any successor or replacement to such definition, for any other federal award. *(if subrecipient, otherwise delete)*

“Tribal Law” means the resolutions, laws, codes, and/or ordinances enacted by the Sovereign Nation executing the Agreement, and any of the Sovereign Nation’s Tribal court decisions interpreting the same. All references to Tribal Law include any successor, amended, or replacement law, as of the effective date of such successor, amended, or replacement law.

“Sovereign Nation” or **“Tribe”** means the federally recognized Indian Tribe that has executed the Agreement and its designated subdivisions and agencies performing services pursuant to the Agreement and includes the Sovereign Nation’s officers, employees, and/or agents. “Sovereign Nation” includes any

Subcontractor of the Sovereign Nation and the Subcontractor's owners, members, officers, directors, partners, employees, and/or agents.

“Sovereign Nation Agreement” or **“SNA”** or **“Agreement”** or **“Contract”** unless plainly inconsistent within the context, means this Agreement, Service Level Agreements, and any other items ” incorporated by reference. The parties may execute this Agreement in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. Each of these terms may be used interchangeably.

“WAC” means the **“Washington Administrative Code”** - All references in the Agreement to WAC chapters or sections include any successor, amended, or replacement regulation, as of the effective date of such successor, amended, or replacement regulation.

2. GENERAL TERMS AND CONDITIONS

2.1. AUTHORITY

This Sovereign Nation Agreement (Agreement) is between the Washington State Health Care Authority (HCA) and the Sovereign Nation pursuant to their respective governmental authorities. The Sovereign Nation is authorized to enter into the Agreement under its constitution, legislative resolution, and other applicable Tribal authority. HCA is authorized to enter into the Agreement pursuant to [Chapter 41.05 RCW](#) Health Care Authority and [Chapter 39.34 RCW](#) Interlocal Cooperation Act.

2.2. ENTIRE AGREEMENT

The Agreement, including all SLAs, attachments, exhibits, and schedules, constitutes and contains the final, complete, and exclusive statement of the entire agreement of the parties relative to the subject matter hereof and supersedes all previous or contemporaneous oral and written proposals, prior negotiations, representations, correspondence, understandings and agreements between the Parties concerning such subject matter.

- 2.2.1. Items incorporated by reference exist in the Agreement with the same force and effect as if they appeared in full text.
- 2.2.2. The Parties intend that the Agreement be liberally construed to effectuate its intent and purposes.

2.3. PURPOSE

Sovereign Nation and HCA enter into this Agreement to:

- 2.3.1. Recognize the government-to-government relationship between the tribes and both the United States government and the Washington State government.
- 2.3.2. Respect the Sovereign Nation's inherent right to design and operate culturally relevant and appropriate programs on behalf of the population served.
- 2.3.3. Increase the quality and efficiency of state and Tribal benefits and services to Washington State American Indian/Alaska Native (AI/AN) individuals and non-AI/AN individuals served by the Sovereign Nation.

2.4. TERM

This Agreement is effective July 1, 2025, and ends on June 30, 2030. The Agreement automatically renews for subsequent five-year terms unless either Party provides written notice to the other Party of the intent not to renew this Agreement at least thirty (30) calendar days prior to the end of the current Term.

2.4.1. Service Level Agreement Term

The term of any Service Level Agreements (SLAs) established under this Agreement must begin and end within the current Term dates as identified under this Section, or any future amendment.

2.5. SERVICE LEVEL AGREEMENTS

HCA will develop and issue individual SLAs detailing the deliverables, tasks, budget, funding source(s), and any specifically applicable federal and/or state requirements, as needed, for the Services as outlined in this Agreement. Any SLA issued must be signed by an Authorized Representative of each party prior to work commencing. Once executed, SLAs are incorporated into the Agreement. Any reference to "Agreement" includes executed SLAs.

2.5.1. No SLA shall exceed the current Agreement end date.

2.5.2. Work performed without an SLA or amendment signed by an Authorized Representative of both parties will be at the sole risk of the Tribe. HCA will not pay any costs incurred under an SLA until the SLA or any subsequent amendment(s) is fully executed.

2.5.3. Each SLA shall form an agreement separate from all other SLAs and each SLA shall be governed by the overarching terms and conditions of this Agreement and is incorporated herein by this reference.

A. A template SLA is incorporated herein by reference as Exhibit A, *Service Level Agreement Template*.

2.6. ANNUAL TRIBAL PLAN

The annual Tribal Plan (Tribal Plan) outlines the behavioral health services the Sovereign Nation will perform under this Agreement, and as described in each applicable SLA.. Each SLA will indicate if the Sovereign Nation needs to update their SNA Tribal Plan.

Tribal Plan shall be submitted annually and include a narrative statement summarizing the Sovereign Nation's planned programs and strategies, and a budget which identifies the cost of each. The submitted budget must align with the category amounts in the Budget.

2.6.1. Tribal Plan Submission Process

The Sovereign Nation must develop and submit to the HCA Agreement Manager via email, an Annual Tribal Plan as outlined here, using the templates and instructions provided here: [Indian Nation agreements \(INA\) and scope of work for behavioral health services | Washington State Health Care Authority](#).

A. No more than twenty-one (21) calendar days following submission, HCA will respond to the Sovereign Nation via email with either a request for specific modifications to the Tribal Plan, or acceptance of the submitted Tribal Plan.

B. Technical Assistance

If needed the Sovereign Nation may request technical assistance to address HCA's revisions. Upon request, HCA will coordinate with the Sovereign Nation to schedule a telephone conference as soon as reasonably practicable for both parties to discuss the revisions requested.

- C.** No more than thirty (30) calendar days following HCA's request for revisions, the Sovereign Nation must submit a revised Tribal Plan responsive to HCA's request for revisions.
- D.** No more than twenty-one (21) calendar days following the submission of the Sovereign Nation's revised Tribal Plan HCA will respond with either a letter sent via U.S. Postal Service outlining the reasons HCA was unable to approve the revised Tribal Plan and how the Sovereign Nation may petition for reconsideration, or HCA's acceptance of the revised Tribal Plan sent via email.
- E.** Within ninety (90) calendar days of the initial Tribal Plan submission, HCA will respond with either communication confirming HCA's acceptance of the Tribal Plan and documents to effectuate the agreed upon Tribal Plan, or a letter outlining the reasons HCA was unable to agree to the Tribal Plan and how the Sovereign Nation may petition for reconsideration. HCA's response may be sent via email or U.S. Postal Service.
- F.** If the parties cannot establish an agreed upon Tribal Plan before the end of the current Federal Fiscal Year (FFY) (September 30), HCA may not release the funding for the SLA for the concurrent fiscal year.

HCA and the Sovereign Nation may maintain and update the Tribal Plan as needed and in good faith, in order to reflect the changing needs of the Sovereign Nation over the course of the federal fiscal year. The parties agree that no written amendment to the effected SLA(s) will be required to address these changes unless an increase or decrease in the established budget amounts is needed.

2.7. AMENDMENT

This Agreement, including any SLA, may be amended, or renegotiated by mutual and written agreement of the Parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

2.8. ASSIGNMENT

Sovereign Nation will not assign or transfer all or any portion of the Agreement or any of its rights or obligations, without prior written agreement from both parties. HCA will not recognize any assignment without such prior written agreement from both parties. If consent is given and the Agreement or any portion thereof is assigned, all terms and conditions of the Agreement are binding upon Sovereign Nation's assignees.

2.9. PAYMENT OPTIONS

2.9.1. HCA will provide funding for the SLAs under this Agreement based on the Sovereign Nation's selection from the payment options listed below. The selected payment option and all related reporting requirement shall be identified within each SLA.

A. Cost Reimbursement

HCA will reimburse Sovereign Nation for the actual, allowable costs of services provided under the applicable SLAs. Payment will be provided through the submission of accurate, itemized invoices as outlined in Section 2.10, *Invoice and Payment*, below.

B. Lump Sum Payment

Lump Sum payments may be provided as compensation for satisfactory performance of work. Work, deliverables, and payment amounts must be specified in the applicable SLA. Payment will be provided through the submission of accurate, itemized invoices as outlined in Section 2.10, *Invoice and Payment*, below.

C. Annual Advance Payments

On a case-by-case basis, and if requested by Sovereign Nation, HCA will provide annual advance payment of the SLA's, or subsequent amendment's, total amount to the Sovereign Nation if (1) selected by the Sovereign Nation and communicated in writing to HCA; (2) HCA determines in its sole discretion that a fundamental government purpose would be served; and (3) the Sovereign Nation completes all reconciliation requirements, including, as applicable, repayment, data reporting, expenditure reporting, and any other requirements as outlined in the individual SLAs. HCA may also require additional invoicing documentation before approving an advance payment.

i. Deadline to Request Advance Payment Option

Sovereign Nation may request the advance payment option by submitting written notification to both the HCA Agreement Manager and the SLA Manager no less than 30 days prior to the start of the applicable State Fiscal Year (SFY). If a request is not submitted prior to May 31, or if Sovereign Nation was unable to maintain compliance with the advance payment requirements outlined in any SLA the payment option will default to cost reimbursement for the following SFY.

2.10. INVOICE AND PAYMENT

2.10.1. Sovereign Nation must submit accurate invoices to the email addresses as identified within each SLA for all amounts to be paid by HCA. Invoices must be submitted as outlined in this Section, unless otherwise provided and expressly agreed upon in the applicable SLA. All invoices and deliverables will be reviewed by the HCA SLA Manager prior to payment.

2.10.2. HCA will return incorrect or incomplete invoices for correction and reissue. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will not be unreasonably withheld or delayed.

2.10.3. Documentation

Invoices must describe and document the work performed, the progress of the project, and any related fees. Invoices must be submitted with the applicable A-19 form and include the following information, as applicable:

- A. The HCA Agreement number, SLA number, and SLA amendment number;
- B. Sovereign Nation name, address, and phone number;
- C. Description of services;
- D. Date(s) of delivery;
- E. Applicable taxes; and
- F. Total invoice price.

2.10.4. Due Date

- A. Sovereign Nation shall submit properly itemized invoices within forty-five (45) calendar days of a deliverable due date, the last day of the month of service, or if invoicing quarterly,

within forty-five (45) calendar days of the last day of the quarter for which Sovereign Nation seeks payment.

- B. If the SLA is identified as funded by a federal grant, Sovereign Nation must submit all invoices within forty-five (45) calendar days of the end of the grant fiscal year.
- C. Upon expiration, suspension, or termination of the SLA or Agreement, invoices for work performed or allowable expenses incurred after the start of the SLA or Agreement and prior to the date of expiration, suspension, or termination must be submitted by the Sovereign Nation within forty-five (45) calendar days. HCA is under no obligation to pay invoices submitted forty-six (46) or more calendar days after the SLA or Agreement expiration, suspension, or termination date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion.

2.11. CHANGES DUE TO FUNDING

If the funds HCA relied upon to establish any portion of an SLA are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of any SLA but prior to the normal completion of the SLA:

- 2.11.1. HCA will provide written notice of such changes no less than ten (10) Business Days following HCA's receipt of notice of the change.
- 2.11.2. The SLA may be renegotiated under the revised funding conditions.
- 2.11.3. HCA may give written notice to the Sovereign Nation to suspend performance when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the Sovereign Nation's performance to be resumed prior to the normal completion date of any SLA.
 - A. 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.
 - B. When HCA determines that the funding insufficiency is resolved, it will give the Sovereign Nation written notice to resume performance. Upon the receipt of this notice, the Sovereign Nation will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption.
 - C. If the Sovereign Nation's proposed resumption date is not acceptable to HCA and the parties cannot negotiate an acceptable date to resume performance, HCA may terminate any SLA by giving written notice to the Sovereign Nation. The affected SLA will be terminated retroactive to the date of the notice of suspension. HCA will be responsible only for payment in accordance with the terms of the respective SLA rendered prior to the notice of suspension.
- 2.11.4. If funds are available, HCA will pay the Sovereign Nation for its reasonable costs that directly relate to termination of the SLA, unless otherwise prohibited by regulation. The Parties may identify such costs in any SLA. Such costs may include, but are not limited to, close-out costs, unemployment costs, severance pay, retirement benefits, reasonable profits, and termination costs associated with any Subcontract.
- 2.11.5. Invoices must be submitted as outlined in Section 2.10, *Invoice and Payment*, unless otherwise provided and expressly agreed upon in the applicable SLA.
- 2.11.6. For purposes of this Section, *Changes due to Funding*, "written notice" may include email.

2.12. COMPLIANCE WITH APPLICABLE LAW AND REGULATION

At all times during the term of the Agreement, the Parties will comply with all applicable federal, Tribal, and state laws and regulations, and all amendment thereto, that are in effect or that come into effect during the term of the Agreement.

2.13. CONFIDENTIALITY

- 2.13.1. The Parties will not use, publish, transfer, sell, or otherwise disclose any Confidential Information gained by reason of the Agreement for any purpose that is not directly connected with the performance of the services and Permissible Use contemplated hereunder, except as provided by law.
- 2.13.2. The Parties will protect and maintain all Confidential Information gained by reason of the Agreement against unauthorized use, access, disclosure, modification, or loss. This duty requires the Parties to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - A. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - B. Physically securing any computers, documents, or other media containing the Confidential Information.
 - C. To the extent allowed by law, at the end of the Agreement term, the Parties will return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other Party.
 - D. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) will be destroyed on-site through shredding, pulping, or incineration.
 - E. The compromise or potential compromise of Confidential Information will be reported to the HCA Contact within five (5) Business Days of discovery. The Parties will also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

2.14. AGREEMENT MANAGEMENT

- 2.14.1. The Agreement Manager for each of the parties, named on the page one of this Agreement, are responsible for, and will be the main contact person for all communications regarding the overall performance of this Agreement.
- 2.14.2. Either party must notify the other party within thirty (30) calendar days of the change of Agreement Managers. Changes may be provided by email to the other party's Agreement Manager.

2.15. SLA Management

- 2.15.1. Management of individual SLAs is the responsibility of the SLA Managers identified within each SLA.

- 2.15.2. The SLA Manager for each SLA is responsible for Monitoring the Sovereign Nation's performance of the applicable SLA and will be the contact person for all communications regarding SLA Agreement performance and deliverables.
- 2.15.3. Should an issue arise, which cannot be addressed by the SLA Managers identified in the SLA, the Agreement Managers named on the first page of this Agreement may be contacted to assist.

2.16. CULTURALLY RELEVANT SERVICES

HCA will respect and support the Sovereign Nation's ability to develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and appropriate, and that is particularly suited to and/or particularly located for access by members of the Sovereign Nation and other community members, in accordance with Tribal Law and policies.

2.17. DISPUTES AND CONFLICT RESOLUTION

- 2.17.1. The Parties agree to work cooperatively to accomplish all the terms of the Agreement. However, the Parties acknowledge there may be instances in which either Sovereign Nation or HCA has not complied with the conditions of the Agreement. In such an instance, Sovereign Nation and HCA will attempt to resolve the matter through discussions. If unsuccessful, Sovereign Nation and HCA agree to refer the issue to a Dispute Board and abide by the decisions of the Dispute Board.
- 2.17.2. The Dispute Board will consist of three individuals, one selected by Sovereign Nation, one selected by HCA, and a third party to be chosen by the first two. The Dispute Board will review the facts, the Agreement, and applicable statutes and regulations and make a determination regarding the dispute.

2.18. GOVERNING LAW

This Agreement is governed and construed in accordance with applicable federal law of the United States and, to the extent an issue is not addressed by federal law, in accordance with the applicable laws of the state of Washington governing interpretation of contracts.

2.19. HIRING AND EMPLOYMENT PRACTICES

Sovereign Nation may give preference in its hiring and employment practices to members of the Sovereign Nation or other Sovereign Nations (including for purposes of this Section Sovereign Nations previously but not currently recognized by the federal government) or their descendants, who have met all requirements for that position, including applicable federal law and Tribal Law and policies.

2.20. INDEPENDENT STATUS

For purposes of the Agreement, Sovereign Nation acknowledges that Sovereign Nation is not an officer, employee, or agent of HCA or the state of Washington. The Sovereign Nation will not hold out itself, or any of its employees as, nor claim status as, an officer, employee, or agent of HCA or the state of Washington. The Sovereign Nation will not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington.

2.21. INSURANCE

Upon request and only to the extent of liability not covered by the Federal Tort Claims Act (28 U.S.C. § 1346), Sovereign Nation may provide to HCA a certificate of insurance. If HCA requests a certificate

of insurance, the Sovereign Nation will submit renewal certificates as appropriate during the term of the Agreement.

2.22. LEGAL NOTICE

Any notice, demand, or other communication required or permitted to be given under this Agreement or applicable law is effective only if it is in writing and signed by the applicable Party, properly addressed, and delivered via email, or 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.

2.22.1. In the case of notice to the Sovereign Nation:

Attention: Sovereign Nation Contact Name, Title
Sovereign Nation Legal Name
Sovereign Nation Street Address
Sovereign Nation City, State Zip+4
Sovereign Nation Email

2.22.2. In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

2.22.3. In addition to the contacts listed above, any notice or similar communication as indicated in subsection 2.21.1 above must also be sent to both the HCA and Sovereign Nation Agreement Managers, as identified on page one of this Agreement.

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

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

2.23. MONITORING

2.23.1. Under 2 CFR Part 200, HCA as a pass-through entity is legally obligated to monitor and will monitor the activities of the Sovereign Nation under the Agreement and any Statements of Work for compliance with federal, HHS, and grant-specific requirements, including both 2 CFR Part 200, and 45 CFR Part 75.

2.23.2. The Sovereign Nation and HCA will make good faith efforts to collaborate in these monitoring activities, including Sovereign Nation providing HCA with copies of all records or supporting documents which HCA determines are pertinent to an SLA, upon request.

2.23.3. To honor Tribal sovereignty in a manner consistent with RCW chapters [43.71B RCW](#) and [43.376](#), HCA will not conduct on-site reviews on Tribal land without advance invitation in writing from the Sovereign Nation.

2.23.4. Tribal Funding Remedies and Underspending

If in any consecutive two (2) year period, a Tribe has consistently under-expended any of the available funding by more than sixty (60) percent, the HCA may calculate a new funding amount based on the average of the last two years. The new funding amount will remain in effect until such time as a documented need to restore funds is requested by the Tribe and approved by the program. Any funding that is reduced, may be offered to other Sovereign Nations or for other Tribal projects in effort to ensure its availability to Sovereign Nations in the future.

- A. If funds are not utilized in an applicable fiscal year due to delays in HCA documentation or processes that fiscal year under-spend shall not be included in the consecutive two (2) year period referenced in Section 2.22.4, *Tribal Funding Remedies and Underspending*.

2.23.5. Additional Monitoring plans will be dependent on the Risk Assessment conducted by HCA.

A. Risk Assessments

HCA will conduct a Risk Assessment annually as required by [2 CFR § 200.332\(c\)](#). Risk Assessments may be repeated throughout the project period as determined by the HCA Agreement and/or SLA Managers.

B. Monitoring Activities

Monitoring activities shall be determined based on the level of risk established by the annual Risk Assessment, low, medium or high. HCA may also consider whether the results of the initial risk assessment should be adjusted, with Monitoring activities increasing or decreasing accordingly.

C. Remedies

In the event of non-compliance or failure to perform any part of your subaward, HCA has the authority to apply remedies, as defined in the Uniform Guidance (2 CFR §200.339), including but not limited to: temporarily withholding payment, disallowance of costs, suspension or termination, suspension of other federal subawards received by the Subrecipient, debarment, or other remedies in addition to all remedies described in the Subaward.

2.23.6. Compliance Testing

HCA may test compliance with the terms of this Agreement in a combination of ways, including but not limited to the following:

- A. Review of reports submitted by the Sovereign Nation to HCA.
- B. Review of any documents related to the services provided pursuant to this Agreement submitted from the Sovereign Nation's federal Single Audit Act audit, provided that such documents will not be subject to public disclosure if the Sovereign Nation has opted out of making the Single Audit Report publicly available as permitted by [2 CFR § 200.512\(b\)\(2\)](#).
- C. A biennial review of programs covered by this Agreement by conducting a review of documents submitted by the Sovereign Nation.

2.24. NOTIFICATION OF FUNDING

HCA SNA Manager will notify the Sovereign Nation of any projected or anticipated budget increase or decrease that materially affects any program, service, or SLA under this Agreement as soon as

reasonably practicable. This includes one-time surplus funding that could be obligated for unmet needs in Sovereign Nation services and program development.

2.25. OPERATION AND ORDER OF PRECEDENCE

Every SLA issued under this Agreement exists alone under the Agreement, without the terms and conditions of one SLA affecting the terms and conditions of a separate SLA. In the event of an inconsistency in this Agreement or between the Agreement and individual SLAs, unless otherwise provided herein, the inconsistency will be resolved in the following order of precedence. The order of precedence for terms and conditions listed below in this Section is subject to the proviso that when an Agreement or individual SLA term or condition appears in more than one location, the more specific term or condition shall control if the different provisions cannot be harmonized.

- 2.25.1. Applicable federal and state regulations;
- 2.25.2. Agreement amendments in the order agreed to by the parties;
- 2.25.3. The Agreement in this order:
 - A. General Terms and Conditions;
 - B. Agreement attachments, exhibits, and schedules (if any); and
 - C. SLAs, including attachments, exhibits, and schedules (if any), in the order agreed to by the parties.

2.26. OWNERSHIP OF MATERIALS

- 2.26.1. Sovereign Nation solely owns all materials of unique cultural significance unless otherwise expressly agreed in the applicable SLA.
- 2.26.2. Materials created by the Sovereign Nation which the Sovereign Nation uses to perform the work under an SLA (including without limitation books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes and/or training materials) will be owned by the Sovereign Nation, regardless of whether the materials are paid for in whole or in part by HCA, except when such materials have been expressly identified within the applicable SLA, in federal law, or the terms of a federal grant as belonging to HCA or the federal government.

2.27. PUBLIC DISCLOSURE

- 2.27.1. Sovereign Nation acknowledges that the Agreement, including all SLAs, attachments, exhibits, schedules, and supporting documentation is subject to [Chapter 42.56](#) The Public Records Act and any documents submitted by Sovereign Nation to HCA may be subject to disclosure under such law.
- 2.27.2. Documents and records related to Sovereign Nation's Single Audit may not be subject to public disclosure by HCA if Sovereign Nation has opted out of making Sovereign Nation's Single Audit Report publicly available as permitted by [2 CFR § 200.512\(b\)\(3\)](#).

2.28. RECORDS AND RIGHT OF ACCESS

In accordance with the requirements of 45 CFR Part 75 and 2 CFR Part 200, the Sovereign Nation and HCA agree as follows:

- 2.28.1. Sovereign Nation will retain all financial records, supporting documents, statistical records, and all other Sovereign Nation records pertinent to the Agreement and SLAs;
- 2.28.2. Sovereign Nation will ensure all accounting records, including all invoices, expenditures, and payments, are maintained in accordance with applicable generally accepted accounting principles;
- 2.28.3. The Sovereign Nation will ensure all transactions are made in compliance with 45 CFR Part 75 and 2 CFR Part 200 for federal funds; and
- 2.28.4. Sovereign Nation will provide information necessary for HCA to comply with 45 CFR Part 75 and 2 CFR Part 200.

2.29. RESPONSIBILITIES OF THE HEALTH CARE AUTHORITY

- 2.29.1. HCA will promptly respond on a case-by-case basis to any written request by the Sovereign Nation regarding the Sovereign Nation's eligibility to access any new funding sources or any newly funded services.
- 2.29.2. As required by RCW 43.376.040 Training Requirement, HCA will ensure that HCA employees receive training in:
 - A. Effective communication and collaboration between state agencies and Indian tribes; and
 - B. Cultural competency (cultural humility) in providing effective services to Tribal governments and Tribal members.
- 2.29.3. HCA will support Sovereign Nation in its efforts to petition the Legislature to amend statutory provisions that Sovereign Nation finds burdensome, unless HCA determines that the requested amendment would be in direct conflict with a federal statute or regulation, be inconsistent with the purposes of the program, or conflict with program goals.
- 2.29.4. HCA will respect Tribal Law that meets or exceeds the requirements set forth in federal or state law as it pertains to the Agreement.

2.30. SEVERABILITY

The provisions of this Agreement are severable. If any provision of this Agreement, including any provision of any document incorporated by reference, is held invalid by any court of competent jurisdiction, then that invalidity will not affect the other provisions of this Agreement and the invalid provision will be considered modified to conform to existing law and regulations.

2.31. SOVEREIGN IMMUNITY – NO WAIVER

Nothing whatsoever in this Agreement constitutes or will be construed as a waiver of either party's sovereign immunity.

2.32. SUBCONTRACTING

- 2.32.1. Sovereign Nation may Subcontract services to be provided under an SLA . In any event, the Sovereign Nation will remain ultimately responsible to HCA for performance of all duties and obligations under this Agreement. Sovereign Nation will be responsible for the acts and omissions of its Subcontractors.

- 2.32.2. Neither the Sovereign Nation nor any of the Sovereign Nation's Subcontractors shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written acceptance. HCA shall have no responsibility for any action of any such Subcontractors.

2.33. SUBRECIPIENT

If, as a result of this Agreement, the Sovereign Nation is a subrecipient of federal awards as defined by 2 CFR Part 200, the Sovereign Nation will comply with all applicable requirements of 2 CFR Part 200, including requirements regarding the reimbursement and the overpayment of unallowable costs.

2.34. SURVIVABILITY

The terms and conditions of the Agreement, including SLA terms and conditions, which by their sense and context are intended to survive the expiration or termination of the Agreement or SLA will so survive.

2.35. SLA TERMINATION FOR RETROCESSION

The Sovereign Nation may choose to terminate an SLA in order to return administrative responsibility of the SLA assigned program to HCA for any program prior to the end of the term of an SLA with written notification to both the HCA Agreement Manager and the HCA SLA Manager of its intent to do so at least sixty (60) calendar days prior to the effective date of the termination for retrocession.

- 2.35.1. Prior to the effective date of the requested termination or retrocession the Sovereign Nation shall return to HCA any payment made for the administration of the SLA services which are not completed.

2.36. TERMINATION FOR CONVENIENCE

Either Party may terminate the Agreement or any SLA by giving the other Party at least thirty (30) calendar days' written notice. If either Party terminates any SLA for convenience, the terminating Party may pay an amount agreed to by the Parties for actual costs incurred by the non-terminating Party in performance of or in reliance on the SLA.

2.37. TERMINATION FOR DEFAULT

- 2.37.1. HCA may terminate the Agreement or any SLA for default, in whole or in part, by written notice to the Sovereign Nation if HCA has a reasonable basis to believe that the Sovereign Nation has:

- A. Failed to meet or maintain any requirement for contracting with HCA;
- B. Failed to perform under any provision of the Agreement;
- C. Negligently failed to ensure the health or safety of any client for whom services are being provided under any SLA;
- D. Violated any applicable law, regulation, rule, or ordinance related to the Agreement, including any SLA; or
- E. Otherwise breached any provision or condition of the Agreement.

- 2.37.2. HCA will provide the Sovereign Nation at least fifteen (15) Business Days' notice of HCA's intent to terminate the Agreement or SLA, along with a summary of the facts supporting such

termination. Such notice will provide the Sovereign Nation at least ten (10) Business Days to cure the default; provided, that if it will reasonably take longer than ten (10) Business Days to cure the default, the cure period will be a reasonable period agreed by the Parties. In the event of a second or subsequent episode of default, HCA is not required to provide a cure period. HCA is not required to offer a cure period if a client's health or safety is at risk, except this provision does not apply if the alleged default is an activity related to Tribal Law, custom, or practice.

- 2.37.3. The Sovereign Nation may terminate the Agreement or any SLA for default, in whole or in part, by written notice to HCA, if the Sovereign Nation has a reasonable basis to believe that HCA has:
- A. Failed to meet or maintain any requirement for contracting with the Sovereign Nation;
 - B. Failed to perform under any provision of the Agreement;
 - C. Violated any law, regulation, rule, or ordinance applicable to work performed under the Agreement; or
 - D. Otherwise breached any provision or condition of the Agreement.
- 2.37.4. Before the Sovereign Nation may terminate the Agreement or SLA for default, the Sovereign Nation will provide HCA at least fifteen (15) Business Days' written notice of the Sovereign Nation's intent to terminate the Agreement, along with a summary of the facts supporting such termination. HCA will have at least ten (10) Business Days to cure the default provided that if it will reasonably take longer than ten (10) Business Days to cure the default, the cure period will be a reasonable period agreed by the Parties.

2.38. TERMINATION PROCEDURE

The following provisions will survive and remain binding on the Parties in the event the Agreement is terminated:

- 2.38.1. Except as otherwise required under this Section, the Sovereign Nation will cease to perform any services required by the Agreement as of the effective date of termination and will comply with all reasonable instructions contained in the notice of termination.
- 2.38.2. If requested by HCA, within ten (10) Business Days after termination, the Sovereign Nation will, within a period not to exceed thirty (30) Business Days, deliver to HCA all HCA assets (property) in its possession. If the Sovereign Nation does not return HCA property within such time period, the Sovereign Nation will be charged with all reasonable costs of recovery, including transportation and attorney's fees. The Sovereign Nation will protect and preserve any property of HCA that is in the possession of the Sovereign Nation pending return to HCA.
- 2.38.3. HCA will be responsible for and will pay for those services authorized and provided through the date of termination. HCA may pay an amount agreed to by the Parties for partially completed work and services if work products are useful to or usable by HCA.
- 2.38.4. If HCA terminates the Agreement for default, HCA may withhold a reasonable sum from the final payment to the Sovereign Nation if necessary to protect HCA against reasonably anticipated loss or liability. HCA will provide the Sovereign Nation with written notice of the amount withheld and the nature of the reasonably anticipated loss or liability. If HCA later determines that the Sovereign Nation was not in default, HCA will pay the amount withheld to the Sovereign Nation within ten (10) Business Days of determining that the Sovereign Nation was not in default.

2.39. TREATMENT OF ASSETS

Except as otherwise provided in any SLA, title to all assets (property) purchased or furnished by HCA for use by the Sovereign Nation during the SLA term shall remain with HCA. During the term of any SLA, the Sovereign Nation shall protect, maintain, and insure all HCA property in the Sovereign Nation's possession against loss or damage.

2.40. WAIVER

Waiver of any breach or default on any occasion will not be deemed to be a waiver of any subsequent breach or default. Any waiver will not be construed to be a modification of the terms and conditions of the Agreement. Only the HCA Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of HCA. Only the Tribe's official designee has the authority to waive any term or condition of this Agreement on behalf of the Sovereign Nation.

Attachments

Attachment 1: Federal Compliance, Certifications and Assurances

Exhibit A: Service Level Agreement Template

ATTACHMENT 1: FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

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 Agreement. By signing below the Sovereign Nation agrees to 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. For clarification regarding any of these elements or details specific to the federal funds in this Agreement, contact the HCA Agreement Manager listed on the first page of this Agreement.

As the duly Authorized Representative of the Sovereign Nation, I certify that the Sovereign Nation:

1. Has the institutional, managerial and financial capability to ensure proper planning, management and completion of the services as outlined in this Agreement or any related Service Level Agreements (SLA) covered by this Attachment 1, *Federal Compliance, Certifications, and Assurances* document. (See [2 C.F.R. § 200.113](#) Mandatory disclosures, [2 C.F.R. § 200.214](#) Suspension and Debarment, [OMB Guidance A-129](#), "Policies for Federal Credit Programs and Non-Tax Receivables");
2. Shall give HCA, the Comptroller General of the United States and, if appropriate, Washington State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives (See [2 C.F.R. § 200.302](#) Financial Management and [2 C.F.R. § 200.303](#) Internal controls);
3. Shall disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy (See [2 C.F.R. § 200.112](#) Conflict of interest);
4. Shall comply with all limitations imposed by annual appropriations acts;
5. Shall comply with the U.S. Constitution, all Federal laws, and relevant Executive guidance in promoting the freedom of speech and religious liberty in the administration of federally-funded programs (See [2 C.F.R. § 200.300](#) Statutory and national policy requirements and [2 C.F.R. § 200.303](#) Internal controls);
6. Shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and public policies governing financial assistance awards and any Federal financial assistance project covered by this Attachment 1, *Federal Compliance, Certifications, and Assurances*, including but not limited to:
 - (a) Trafficking Victims Protection Act (TVPA) of 2000, as amended, [22 U.S.C. § 7104\(g\)](#);
 - (b) Drug Free Workplace, [41 U.S.C. § 8103](#);
 - (c) Pro-Children Act of 1994, [20 U.S.C. § 6081-9084](#);
 - (d) Protection from Reprisal of Disclosure of Certain Information, [41 U.S.C. § 4712](#);
 - (e) National Environmental Policy Act of 1969, as amended, [42 U.S.C. § 4321 et seq.](#);
 - (f) Universal Identifier and System for Award Management, [2 C.F.R. part 25](#);
 - (g) Reporting Subaward and Executive Compensation Information, [2 C.F.R. part 170](#);
 - (h) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), [2 C.F.R. part 180](#) and [2 C.F.R. part 376](#);

- (i) Civil Actions for False Claims Act, [31 U.S.C. § 3730](#);
- (j) False Claims Act, [31 U.S.C. § 3729](#), [18 U.S.C. §§ 287](#), and [1001](#);
- (k) Program Fraud and Civil Remedies Act, [31 U.S.C. § 3801 et seq.](#);
- (l) Lobbying Disclosure Act of 1995, [2 U.S.C. § 1601 et seq.](#), as well as [45 CFR Part 93](#) and [31 U.S.C. § 1352](#);
- (m) Civil Rights and Non-Discrimination Obligations as follows:
 - a. Title VI of the Civil Rights Act of 1964, [42 U.S.C. § 2000d et seq.](#);
 - b. Title VIII of the Civil Rights Act of 1968, [42 U.S.C. § 3601 et seq.](#);
 - c. Title IX of the Education Amendments of 1972, as amended, [20 U.S.C. § 1681 et seq.](#);
 - d. Section 504 of the Rehabilitation Act of 1973, as amended, [29 U.S.C. § 794](#);
 - e. Age Discrimination Act of 1975, as amended, [42 U.S.C. § 6101 et seq.](#);
 - f. Drug Abuse Office and Treatment Act of 1972 (PL 92-255);
 - g. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616);
 - h. §§523 and 527 of the Public Health Service Act of 1912 ([42 U.S.C. §§290dd-3](#) and [290ee-3](#)); and
 - i. The Americans with Disability Act, [42 U.S.C., Section 12101 et seq.](#)
- (n) Single Audit Act, [2 C.F.R. § 200.501](#) and [45 C.F.R. § 75.501](#);
- (o) Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, [2 C.F.R. 200 Appendix II](#);
- (p) Cost Sharing, [2 C.F.R. § 200.306](#) - Funds provided by HCA to the Sovereign Nation under this Agreement shall not be used as a match or cost-sharing provision as identified in 2 C.F.R. § 200.306 to secure other federal funds without prior written agreement from HCA;
- (q) Collection of Unallowable Costs, [2 C.F.R. § 200.410](#);
 - a. The Sovereign Nation's 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 Contract.
- (r) Supplanting Compliance for Block Grant funds, [45 CFR § 96.123 \(a\)\(10\)](#);

7. The OMB Super Circulars 2 C.F.R. 200.501 and 45 C.F.R. 75.501 contain the requirements which govern expenditure of federal funds. These requirements apply to HCA as the primary recipient of federal funds then follow the funds to the Subrecipient, Sovereign Nation. The circulars provide the applicable administrative requirements, cost principles, and audit requirements for the Subrecipient Sovereign Nation.

8. Certification Regarding Other Responsibility Matters

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 Executive Order 12549. You may contact the HCA

Agreement Manager on page one of this Agreement for assistance in obtaining a copy of those regulations.

- (a) 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 Sovereign Nation shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with HCA's determination whether to enter into this Agreement and/or any SLA. However, failure of the Sovereign Nation to furnish a certification or an explanation shall disqualify the Sovereign Nation from participation in this transaction.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when HCA determined to enter into this transaction. If it is later determined that the Sovereign Nation knowingly rendered an erroneous certification, in addition to other remedies available to HCA and the Federal Government, HCA may terminate this transaction for cause of default.
- (c) The Sovereign Nation shall provide immediate written notice to HCA if at any time the Sovereign Nation learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The Sovereign Nation agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person or entity which is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HCA.
- (e) Nothing contained in the foregoing shall be construed to require the 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.
- (f) Except for transactions authorized under paragraph (e) of this Section, if a participant (Sovereign Nation) in a covered transaction knowingly enters into a lower tier covered transaction with a person or organization which is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to HCA and the Federal Government, HCA may terminate this transaction for cause or default.

The individual signing below attests that they are authorized by the Sovereign Nation to make the above certifications and assurances.

COMPLETED BY AUTHORIZED CERTIFYING OFFICIAL FOR SOVEREIGN NATION:		
SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

EXHIBIT A: SERVICE LEVEL AGREEMENT TEMPLATE

The Sovereign Nation Agreement Service Level Agreement Template, including any and all modifications, is an integral part of this Agreement, is available for review/reference on HCA's Tribal Affairs website: <https://www.hca.wa.gov/about-hca/who-we-are/tribal-affairs>, and is incorporated herein by reference.