



**STATE OF WASHINGTON
HEALTH CARE AUTHORITY**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 3998

NOTE: *If you download this RFP from the Health Care Authority website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers. HCA is not responsible for any failure of your organization to send the information or for any repercussions that may result to your organization because of any such failure.*

PROJECT TITLE: Offender Reentry Community Safety Program (ORCSP)

PROPOSAL DUE DATE: 1/6/2020 by 5:00 p.m. *Pacific Time*, Olympia, Washington, USA.

E-mailed bids will be accepted. Faxed bids will not.

ESTIMATED TIME PERIOD FOR CONTRACT: March 1, 2020 to June 30, 2021

The Health Care Authority reserves the right to extend the contract for up to 2 additional 2-year periods at the sole discretion of the Health Care Authority.

BIDDER ELIGIBILITY: This procurement is open to those Bidders that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

1. INTRODUCTION.....	4
1.1. PURPOSE AND BACKGROUND	4
1.2. OBJECTIVES AND SCOPE OF WORK	4
1.3. MINIMUM QUALIFICATIONS	5
1.4. FUNDING.....	5
1.5. PERIOD OF PERFORMANCE	5
1.6. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES	5
1.7. DEFINITIONS.....	6
1.8. ADA	9
2. GENERAL INFORMATION FOR BIDDERS	10
2.1. RFP COORDINATOR	10
2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES	10
2.3. SUBMISSION OF PROPOSALS.....	10
2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE	11
2.5. REVISIONS TO THE RFP	11
2.6. DIVERSE BUSINESS INCLUSION PLAN	11
2.7. ACCEPTANCE PERIOD.....	12
2.8. COMPLAINT PROCESS	12
2.9. RESPONSIVENESS	12
2.10. MOST FAVORABLE TERMS	12
2.11. CONTRACT AND GENERAL TERMS & CONDITIONS	13
2.12. COSTS TO PROPOSE.....	13
2.13. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS	13
2.14. NO OBLIGATION TO CONTRACT	13
2.15. REJECTION OF PROPOSALS	13
2.16. COMMITMENT OF FUNDS.....	13
2.17. ELECTRONIC PAYMENT	13
2.18. INSURANCE COVERAGE	13
3. PROPOSAL CONTENTS.....	17
3.1. LETTER OF SUBMITTAL (MANDATORY)	17
3.2. TECHNICAL PROPOSAL (SCORED).....	18
3.3. MANAGEMENT PROPOSAL.....	18

3.4. EXECUTIVE ORDER 18-03 (SCORED)	20
4. EVALUATION AND CONTRACT AWARD	21
4.1. EVALUATION PROCEDURE.....	21
4.2. EVALUATION WEIGHTING AND SCORING.....	21
4.3. ORAL PRESENTATIONS MAY BE REQUIRED	21
4.4. NOTIFICATION TO BIDDERS.....	22
4.5. DEBRIEFING OF UNSUCCESSFUL BIDDERS	22
4.6. PROTEST PROCEDURE	22
5. RFP EXHIBITS	24

1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State Health Care Authority, hereafter called "HCA," is initiating this Request for Proposals (RFP) to solicit proposals from King County behavioral health providers interested providing Offender Reentry Community Safety Program (ORCSP) services to individuals designated to the ORCSP and releasing to King County.

HCA may award multiple contract(s) to provide the services described in this RFP.

The ORCSP was created by Substitute Senate Bill 5011, passed in 2000 and codified into *RCW 71.24.470*. The intent is to improve the process of identifying, and providing additional behavioral health treatment for persons determined to be dangerous to themselves or others as a result of a mental disorder or a combination of a mental disorder and a substance use disorder. Participants must be exiting confinement or partial confinement from the Department of Corrections (DOC). This program, administered by the HCA Division of Behavioral Health and Recovery (DBHR), currently funds contracts with community behavioral health agencies to plan and deliver ORCSP Services for individuals releasing from prison who meet the criteria of having a mental disorder and/or enrollment with the Development Disabilities Administration (DDA) and are also considered high risk.

ORCSP Services include non-Medicaid covered pre and post release services to include: pre-release engagement, intensive case management, specialized treatment services (sex offender, chemical dependency, anger management, parenting), housing assistance, basic living expenses, transportation assistance, educational and vocational services, employment services, unfunded medical expenses and other non-medical treatment supports that increase capacity to live successfully in the community.

Each participant receives up to 60 months of ORCSP services as long as they are participating in community behavioral health services.

Individuals are initially screened by DOC for mental disorder and risk criteria. The individuals are then reviewed by the Statewide ORCSP Review Committee which is co-chaired by DOC and DBHR ORCSP Administrators. The committee makes the final determination of entry into the ORCSP program and refers the individuals to the appropriate ORSCP behavioral health agency as a program participant, or DDA.

1.2. OBJECTIVES AND SCOPE OF WORK

The purpose of this Contract is to implement the ORCSP by contracting with a community behavioral health provider in King County to provide ORCSP Services. Participants who are designated by the DOC Secretary on recommendation of the State-Wide ORCSP Review Committee will be assigned to the Contractor by the DBHR ORCSP Program Administrator.

Pre-release engagement will begin 90-days prior to a person's earned or planned release date and will continue for up to 60 service months.

Agency staff will work directly with the DOC and DBHR to coordinate transition and provide ongoing services to the participant. Documentation of such activity will be included in Monthly Service Summaries to DBHR, monthly care coordination meetings and through bi-annual site visits.

As provided in RCW chapter 71.24.470, the Services funded under this contract shall include non-Medicaid covered services such as, but not limited to:

- Individualized case management services and support services as deemed necessary by the HCA Director, acting through the DBHR ORCSP Program Administrator, to assist participants. Case management services shall be provided directly by Contractor and shall include coordination of Support Services.

- Substance use disorder (SUD) services,
- Sexual offender services,
- Employment services,
- Educational or vocational training,
- Independent living skills and parenting education, anger management services or such other services the Contractor deems necessary,
- Assistance with the participant's housing and basic living expenses,
- Transportation expenses,
- Unfunded treatment expenses.

1.3. MINIMUM QUALIFICATIONS

The following are the minimum qualifications for Bidders:

- 1.3.1 Licensed behavioral health agency in King County;
- 1.3.2 Ability to provide intensive, recovery-oriented, wraparound services such as: Forensic Intensive Case Management – designed for persons with severe mental illness who are either high service users or not using traditional behavioral health services at all. Model should incorporate a full-support philosophy within a multidisciplinary team approach. It involves assertive outreach, assessment of consumer need, and negotiation and coordination of care. Model should integrate services and supports with the courts, law enforcement, and probation and/or DOC community corrections as appropriate to promote consumer stabilization, independence, and quality of life improvement.;
- 1.3.3 Access to 24-hour crisis services;
- 1.3.4 Access to housing resources and ability to navigate housing resources;
- 1.3.5 Low caseloads and ability to flexibly meet the needs of participants;
- 1.3.6. Ability to provide services in the community, outside of office/clinic-based services, with the expectation of at least weekly contact with participants or more as indicated by the participant's treatment plan.
- 1.3.7 Ability to access prison and local jails in order to visit participants
- 1.3.8 Ability to process internal funding requests for ORCSP services to community providers.

1.4. FUNDING

Funding for this program is based on reimbursement for each active participant in the program. Agencies will be reimbursed a flat fee per participant, depending on service category as specified in Exhibit D, section 3.3 COMPENSATION.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about 3/1/2020 and to end on 6/30/2021. Amendments extending the period of performance, if any, will be at the sole discretion of HCA, in collaboration with the provider agency.

HCA reserves the right to extend the contract for up to two (2) 2-year contract periods.

1.6. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7. DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Bidder (ASB) – The Bidder selected as the entity to perform the anticipated services under this RFP, subject to completion of contract negotiations and execution of a written contract.

Bidder – Individual or company interested in the RFP that submits a proposal in order to attain a contract with the Health Care Authority.

Health Care Authority or HCA –an executive agency of the state of Washington that is issuing this RFP.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the bidder community to suggest various approaches to meet the need at a given price.

Actively Engaged means the ORCSP participant is participating in treatment according to the Participant's Treatment Plan.

Actual Release Date means the date the participant is physically released from commitment with DOC.

Assignment or Assigned Participant means a participant has been assigned to contractor for Services under this Contract, pursuant to notification by the Division of Behavioral Health and Recovery (DBHR) ORCSP Program Administrator

Case Management Services mean Services, other than Support Services, provided by the Contractor's case manager in an effort to keep the Participant Actively Engaged as required under this Agreement. Case Management Services include periodic meetings and communications with the Participant; monitoring of Participant's adherence to the Treatment Plan; facilitation of monthly Staffing meetings; and assisting the Participant to access Support Services.

Catchment Area shall refer to a geographic region identified by the Contractor to the DBHR ORCSP Program Administrator which defines the area within which a Participant must reside in order to be served by Contractor.

Continued Designation means a Designation for continued Participant status after a Suspension or Termination has occurred due to the Participant's incarceration to DOC on a new cause, where Participant has used fewer than 30 months of his or her Maximum Benefit Period (MBP) prior to the most recent incarceration and it has been less than 7 years since the initial Designation. If there is a Continued Designation, the Participant is reinstated to receive Services for a MBP that subtracts the number of service months utilized prior to the most recent incarceration.

Community Pre-Release Period means a period of time when Participant is re-incarcerated in a local or county jail on new charges, or placed in a treatment facility, during which Services are normally Suspended. Contractor may provide services for one or more months for purposes of transition planning, after first receiving approval from the ORCSP Program Administrator.

Designate or Designation means a decision which the Statewide ORCSP Review Committee makes to identify an individual as an ORCSP Participant in accordance with Revised Code of Washington (RCW) chapters 71.24.470 and 72.09.370. Only individuals who have been designated as Participants are assigned to the Contractor under this Agreement. The term "Designation" shall include "Continued Designation" and "Re-Designation."

Division of Behavioral Health and Recovery (DBHR) means the Division of the Health Care Authority that is designated to serve as the state mental health authority to administer the state-funded and Medicaid-funded mental health programs authorized by RCW chapters 71.05, 71.24 and 71.34.

DOC means the Washington State Department of Corrections.

DSHS means the Washington Department of Social and Health Services.

Extended Pre-Release Period means the period of time that results when DOC extends a Participant's Planned Release Date by 60 days or longer. EPP is an isolated period of time allowing maintenance of good clinical practice in accordance with time constraints controlled by DOC.

HCA means the Washington Health Care Authority.

Maximum Benefit Period or means a quantity of up to sixty (60) months of Services provided by Contractor, or by a successor or predecessor contractor, for an assigned Participant. The MBP must be reached within an 8-year period (96 months) following the Participant's Actual Release Date or the Participant will be terminated from the Program.

Monthly Service Summary means a report set forth in Exhibit C containing required information regarding the Services performed within a given month for all Participants assigned to Contractor. A completed Monthly Service Summary is required to be submitted as part of the ORCSP Billing Packet.

Multi-System Care Planning Team (MSCPT) means a team co-led by the Contractor consisting of representatives of DOC, DBHR and, as necessary, the indeterminate sentence review board (ISRB), other divisions or administrations within DSHS, the appropriate managed care organization, and other individuals and providers, as appropriate. The purpose of the MSCPT is to develop a plan for delivery of Treatment and Support Services to the Participant upon release.

Offender Re-Entry Community Safety Program (ORCSP) means a multi-disciplinary program to assist designated individuals confined at DOC institutions to successfully transition to the community following their release from DOC incarceration per RCW chapter 71.24.470.

Ongoing Service Period means the time period, beginning on the ARD and ending on the date the Participant's Services terminate.

ORCSP Billing Packet means a set of documents which are to be submitted by Contractor when payment is requested under this Contract. The ORCSP Billing Packet must include an A-19 Invoice, which requires an original Contractor signature, the Monthly Service Summary and other documentation as requested by the ORCSP Program Administrator.

ORCSP Program Administrator means the DBHR Program Administrator who represents DBHR for purposes of this Contract and is responsible for authorizing Services under this Contract.

ORCP Program Guidelines and Expectations for Program Participant means the document by which both the Participant and Contractor sign outlining the Contractor's program description, and the agreement made by the Participant to abide by ORCSP expectations. This document (Exhibit D of the sample contract) is a template and may be customized to each Contractor's program.

Participant means an individual confined at a DOC institution who has received a designation by the Statewide ORCSP Review Committee in accordance with RCW chapter 72.09.370 and has agreed to participate in the continuum of ORCSP Services.

Planned Release Date (PRD) means the date the Participant will be released from the DOC facility, based on DOC plans that are in place at the time of a Designation.

Post-Release Intensive Service Period means the first 30 days of ORCSP services after a Participant's Actual Release Date.

Pre-Release Engagement Period means a time period when the DOC Transition Correctional Mental Health Counselor (TCMHC), correctional facility and the Contractor start the release planning process for the Participant. This period is a maximum of 3 months prior to the Participant's Planned Release Date (PRD), or less if the participant's admission to DOC and/or designation is less than 3 months from their PRD.

Re-designation means a type of Designation whereby the Statewide ORCSP Review Committee determines that an individual who was Designated as a Participant more than 7 years previously or who used 30 or more ORCSP service months prior to the most recent incarceration to DOC on a new cause should be Re-Designated as a Participant, with all Services provided following the Re-designation to be counted toward a new 60-month MBP.

RCW means the Revised Code of Washington. Any references to the RCW shall be interpreted to include a successor provision that replaces or amends the referenced provision.

Service Level means Services provided during the corresponding interval within the MBP: Pre-Release Engagement Services, Extended Pre-Release Services, Post-Release Intensive Services and Ongoing Services. An additional Service Level consisting of Community Pre-Release Services may be authorized if the Participant is jailed or receiving care in a treatment facility causing Services to be suspended.

ORCSP Services means Services that are provided by Contractor for a Participant in order to carry out a Treatment Plan. Services consist of Case Management Services and Support Services.

Start Date means the date the Pre-Release Service Period begins and the Contractor begins to provide Services following an Assignment, which can be up to 3 months before the Planned Release Date, and is the earliest date for which Services may be billed under this Agreement.

Statewide ORCSP Review Committee or Review Committee is a committee established pursuant to Revised Code of Washington (RCW) chapter 72.09.370 and co-chaired by DBHR and DOC for the purpose of reviewing referrals from DOC correctional institutions and determining whether to recommend Designation of the referred individuals as Participants in the ORCS Program. The Review Committee is comprised of representatives from DBHR, DOC, DSHS Developmental Disabilities Administration (DDA), law enforcement, Behavioral Health Administrative Service Organizations (BHASOs), mental health services provider agencies, certified substance use disorder (SUD) services provider agencies, and a Designated Crisis Responder (DCR).

Substance Use Disorder Services or SUD Services means a continuum of services based upon a diagnosis by a state-certified alcohol and substance abuse clinician, or a clinician certified by a Federally Recognized Tribe in Washington State who is qualified to be state-certified. SUD Services may include sobering, assessment, detoxification, treatment (outpatient/inpatient/relapse prevention/recovery) and the aftercare criterion defined in the Participant's SUD treatment plan as per RCW chapters 70.96A 74.50 or any succeeding legislation.

Support Services means Services provided or coordinated by the Contractor to meet Participant needs and to keep the Participant engaged in Treatment. Support Services include assessments, treatment and interventions identified in the Treatment Plan, counseling and training, educational, vocational and employment services, and assistance with housing and other basic living expenses. Support Services may be paid with available Contract funds provided they are Unfunded.

Suspension means that Contractor has suspended the provision of Services and invoicing for a particular ORCSP Participant or group of ORCSP Participants for a specific or indeterminate period of time based upon the Suspension criteria set forth in Section 6, Suspension or Termination of Services, of these Special Terms and Conditions.

Termination means that Contractor has terminated the provision of Services and invoicing for a particular ORCSP Participant or group of ORCSP Participants based upon the Termination criteria set forth in Section 6, Suspension or Termination of Services, of these Special Terms and Conditions.

Termination Date means the date on which ORCSP Services are discontinued with respect to a Participant who meets one or more of the Termination criteria, as described in Section 6, Suspension or Termination of Services.

Third Party Reimbursement Source means a program or organization that provides funding to reimburse the cost of Support Services received by a Participant.

Transition Plan means a written plan developed collaboratively by the Contractor and DOC that outlines the specific Treatment and Services planned for a Participant during the first seven (7) days following release from incarceration which the Contractor determines are immediately necessary and clinically appropriate for the Participant to successfully transition to the community.

Transition Correctional Mental Health Counselor (TCMHC) is the DOC staff person who acts as a co-leader of the MSCPT and coordinates with DOC to schedule team meetings at facilities.

Treatment means a service provided on the basis of a clinical diagnosis by an appropriate clinician who is licensed or certified by the State of Washington including, but not limited to, SUD services, mental health services or sexual offender treatment.

Treatment Plan means a written, multidisciplinary care plan for each Participant developed by the MSCPT. The Treatment Plan is an outcome-based plan that focuses on the Participant's goals for re-integration into the community and includes the specific Services to be provided or coordinated by Contractor.

Unfunded means that funding from a Third Party Reimbursement Source is not reasonably available for a particular Support Service, warranting a request by Contractor for DBHR authorization to expend contract funds to reimburse or pay for such Service.

1.8. ADA

HCA complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this RFP in Braille or on tape.

2. GENERAL INFORMATION FOR BIDDERS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in HCA for this procurement. All communication between the Bidder and HCA upon release of this RFP must be with the RFP Coordinator, as follows:

Name	Lyudmila Kozlova
E-Mail Address	contracts@hca.wa.gov
Phone Number	(360)725-1930

Any other communication will be considered unofficial and non-binding on HCA. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

ACTIVITY	DUE DATES	TIME
Issue Request for Proposals	11/1/2019	
Questions Due	11/22/2019	2:00 PM P.T.
Answers Posted	12/6/2019	
Proposals Due	1/6/2020	5:00 PM P.T.
Evaluate Proposals	1/8/2020 – 1/20/2020	
Conduct Oral Interviews with Finalists, if required	1/27/2020-1/28/2020	
Announce “Apparent Successful Bidder” and send notification via e-mail to unsuccessful Bidders	1/31/2020	
Hold Debriefing Conferences (if requested)	2/10/2020-2/12/2020	
Negotiate Contract	2/3/2020-2/28/2020	
Begin Contract Work	3/1/2020	

HCA reserves the right in its sole discretion to revise the above schedule.

2.3. SUBMISSION OF PROPOSALS

ELECTRONIC PROPOSALS:

The proposal must be received by the RFP Coordinator no later than the Proposal Due deadline in Section 2.2, *Estimated Schedule of Procurement*.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator at the e-mail address listed in Section 2. Attachments to e-mail should be in Microsoft Word format or PDF. Zipped files cannot be received by HCA and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer. HCA does not assume responsibility for problems with Bidder’s e-mail. If HCA e-mail is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Bidders should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless HCA e-mail is found to be at fault. All proposals and any accompanying documentation become the property of HCA and will not be returned.

2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Proposals submitted in response to this RFP will become the property of HCA. All proposals received will remain confidential until the Apparent Successful Bidder is announced; thereafter, the proposals will be deemed public records as defined in chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of a document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information," HCA will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, HCA will maintain the confidentiality of the Bidder's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee will be charged for inspection of contract files, but 24 hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

The submission of any public records request to HCA pertaining in any way to this RFP will not affect the procurement schedule, as outlined in Section 2.2, unless HCA, in its sole discretion, determines that altering the schedule would be in HCA's best interests.

2.5. REVISIONS TO THE RFP

If HCA determines in its sole discretion that it is necessary to revise any part of this RFP, then HCA will provide addenda via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS), at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFP and will be placed on the website.

HCA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6. DIVERSE BUSINESS INCLUSION PLAN

Bidders will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion

Plans submitted, and no minimum level of minority- and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental regulations included or referenced in the contract documents will apply.

2.7. ACCEPTANCE PERIOD

Proposals must provide one hundred twenty (120) calendar days for acceptance by HCA from the due date for receipt of proposals.

2.8. COMPLAINT PROCESS

- 2.8.1. Vendors may submit a complaint to HCA based on any of the following:
 - 2.8.1.1. The RFP unnecessarily restricts competition;
 - 2.8.1.2. The RFP evaluation or scoring process is unfair or unclear; or
 - 2.8.1.3. The RFP requirements are inadequate or insufficient to prepare a response.
- 2.8.2. A complaint must be submitted to HCA prior to five business days before the bid response deadline. The complaint must:
 - 2.8.2.1. Be in writing;
 - 2.8.2.2. Be sent to the RFP Coordinator in a timely manner;
 - 2.8.2.3. Clearly articulate the basis for the complaint; and
 - 2.8.2.4. Include a proposed remedy.

The RFP Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the RFP will be posted on WEBS. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response. A Bidder or potential Bidder cannot raise during a bid protest any issue that the Bidder or potential Bidder raised in a complaint. HCA's action or inaction in response to a complaint will be final. There will be no appeal process.

2.9. RESPONSIVENESS

The RFP Coordinator will review all proposals to determine compliance with administrative requirements and instructions specified in this RFP. A Bidder's failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

HCA also reserves the right at its sole discretion to waive minor administrative irregularities.

2.10. MOST FAVORABLE TERMS

HCA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. HCA reserve the right to contact a Bidder for clarification of its proposal.

HCA also reserves the right to use a Best and Final Offer (BAFO) before awarding any contract to further assist in determining the ASB(s).

The ASB should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract resulting from this RFP will incorporate some, or all, of the Bidder's proposal. The proposal will become a part of the official procurement file on this matter without obligation to HCA.

2.11. CONTRACT AND GENERAL TERMS & CONDITIONS

The ASB will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit D. HCA will not accept any draft contracts prepared by any Bidder. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit B to this RFP. All exceptions must be submitted as an attachment to Exhibit B. HCA will review requested exceptions and accept or reject the same at its sole discretion.

If, after the announcement of the ASB, and after a reasonable period of time, the ASB and HCA cannot reach agreement on acceptable terms for the Contract, the HCA may cancel the selection and Award the Contract to the next most qualified Bidder.

2.12. COSTS TO PROPOSE

HCA will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related in any way to this RFP.

2.13. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS

If HCA receives only one responsive proposal as a result of this RFP, HCA reserves the right to either: 1) directly negotiate and contract with the Bidder; or 2) not award any contract at all. HCA may continue to have the bidder complete the entire RFP. HCA is under no obligation to tell the Bidder if it is the only Bidder.

2.14. NO OBLIGATION TO CONTRACT

This RFP does not obligate HCA to enter into any contract for services specified herein.

2.15. REJECTION OF PROPOSALS

HCA reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue any contract as a result of this RFP.

2.16. COMMITMENT OF FUNDS

The Director of HCA or his/her delegate is the only individual who may legally commit HCA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.17. ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The ASB will be provided a form to complete with the contract to authorize such payment method.

2.18. INSURANCE COVERAGE

As a requirement of the resultant contract, the ASB is to furnish HCA with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The ASB must, at its own expense, obtain and keep in force insurance coverage which will be maintained in full force and effect during the term of the contract. The ASB must furnish evidence in the form of a Certificate of Insurance that insurance will be provided, and a copy must be forwarded to HCA within 15 days of the contract effective date.

2.18.1. Liability Insurance

2.18.1.1. Commercial General Liability Insurance: ASB will maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit must be at least twice the “each occurrence” limit. CGL insurance must have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the ASB is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2.18.1.2. Business Auto Policy: As applicable, the ASB will maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance must cover liability arising out of “Any Auto.” Business auto coverage must be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

2.18.2. Employers Liability (“Stop Gap”) Insurance

In addition, the ASB will buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.18.3. Cyber-Liability Insurance / Privacy Breach Coverage. For the purposes of this section the following definitions apply:

Breach – means the unauthorized acquisition, access, use, or disclosure of Data shared under any resulting Contract that compromises the security, confidentiality, or integrity of the Data.

Confidential Information – is information that is exempt from disclosure to public or other unauthorized persons under 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information and Protected Health Information.

Data – means information that is disclosed or exchanged between HCA and Apparent Successful Bidder. Data includes Confidential Information.

Personal Information – means information identifiable to any person, including but not limited to, information that relates to a person’s name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Protected Health Information (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, the past, present, or future payment for provision of health care to an individual. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. PHI is information transmitted, maintained, or stored in any form or medium. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended.

For the term of any resulting Contract and three (3) years following its termination or expiration, ASB must maintain insurance to cover costs incurred in connection with a security incident, privacy Breach, or potential compromise of Data, including:

- 2.18.3.1. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;
- 2.18.3.2. Notification and call center services for individuals affected by a security incident, or privacy Breach;
- 2.18.3.3. Breach resolution and mitigation services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identity theft assistance; and
- 2.18.3.4. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

2.18.4. Additional Provisions

Above insurance policy must include the following provisions:

- 2.18.4.1. Additional Insured. The state of Washington, HCA, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- 2.18.4.2. Cancellation. State of Washington, HCA, must be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation.
- 2.18.4.3. Identification. Policy must reference the state's contract number and the Health Care Authority.
- 2.18.4.4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Health Care Authority Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted,

all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

2.18.4.5. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect ASB, and such coverage and limits will not limit ASB's liability under the indemnities and reimbursements granted to the state in this Contract.

2.18.5. Workers' Compensation Coverage

The ASB will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the ASB or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

ELECTRONIC PROPOSALS:

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

- A. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
- B. Technical Proposal
- C. Management Proposal
- D. Diverse Business Inclusion Plan (Exhibit B to this RFP)

Proposals must provide information in the same order as presented in this document with the same headings.

Items marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Bidder and any proposed subcontractors:

- 3.1.1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 3.1.2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.1.3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3.1.4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder.
- 3.1.5. Location of the facility from which the Bidder would operate.
- 3.1.6. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Bidder's organization. If following a review of this information, it is determined by HCA that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.
- 3.1.7. Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Bidder is making the claim must be listed. Each page claimed to be exempt from disclosure must be clearly identified by the word “Proprietary” printed on the lower right hand corner of the page. In your Letter of Submittal, please list which pages and sections that have been

marked "Proprietary" and the particular exemption from disclosure upon which the Bidder is making the claim.

3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- 3.2.1. **Project Approach/Methodology** – Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey Bidder's understanding of the proposed project.
- 3.2.2. **Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Bidder's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of HCA staff. The Bidder may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- 3.2.3. **Outcomes and Performance Measurement** – Describe the impacts/outcomes the Bidder proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to HCA.
- 3.2.4. **Risks** – The Bidder must identify potential risks that are considered significant to the success of the project. Include how the Bidder would propose to effectively monitor and manage these risks, including reporting of risks to the HCA contract manager.
- 3.2.5. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work. These deliverables include the Monthly Service Summary, monthly care coordination meetings and bi-annual site visits.

3.3. MANAGEMENT PROPOSAL

3.3.1. Project Management (SCORED)

- 3.3.1.1. **Project Team Structure/Internal Controls** – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- 3.3.1.2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Bidder must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of HCA.

3.3.2. Experience of the Bidder (SCORED)

- 3.3.2.1. Indicate the experience the Bidder and any subcontractors have in the following areas associated with:
 - 3.3.2.1.1. Licensed behavioral health agency in King County;
 - 3.3.2.1.2. Ability to provide intensive, recovery-oriented, wraparound services such as: Forensic Intensive Case Management – designed for persons with severe mental illness who are either high service users or not using traditional behavioral health services at all. Model should incorporate a full-support philosophy within a multidisciplinary team approach. It involves assertive outreach, assessment of consumer need, and negotiation and coordination of care. Model should integrate services and supports with the courts, law enforcement, and probation and/or DOC community corrections as appropriate to promote consumer stabilization, independence, and quality of life improvement.;
 - 3.3.2.1.3. Access to 24-hour crisis services;
 - 3.3.2.1.4. Access to housing resources and ability to navigate housing resources;
 - 3.3.2.1.5. Low caseloads and ability to flexibly meet the needs of participants;
 - 3.3.2.1.6. Ability to provide services in the community, outside of office/clinic-based services, with the expectation of at least weekly contact with participants or more as indicated by the participant's treatment plan;
 - 3.3.2.1.7. Ability to access prison and local jails in order to visit participants;
 - 3.3.2.1.8. Ability to process internal funding requests for ORCSP services to community providers.
- 3.3.2.2. Indicate other relevant experience that indicates the qualifications of the Bidder, and any subcontractors, for the performance of the potential contract.
- 3.3.2.3. Include a list of contracts the Bidder has had during the last five years that relate to the Bidder's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

3.3.3. Related Information (MANDATORY)

- 3.3.3.1. If the Bidder or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number, and project description and/or other information available to identify the contract.
- 3.3.3.2. If the Bidder's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- 3.3.3.3. If the Bidder has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and such litigation determined that the Bidder was in default.
- 3.3.3.4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Bidder's position on the matter. HCA will evaluate the facts and may, at its sole discretion, reject the proposal on

the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five years, so indicate.

3.3.4. References (MANDATORY)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for the Bidder and three business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current HCA staff as references. By submitting a proposal in response to this RFP, the vendor and team members grant permission to HCA to contact these references and others, who from HCA's perspective, may have pertinent information. HCA may or may not, at HCA's discretion, contact references. HCA may evaluate references at HCA's discretion.

3.3.5. OMWBE Certification (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information:
<http://www.omwbe.wa.gov>.

3.4. EXECUTIVE ORDER 18-03 (SCORED)

Pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), HCA will evaluate bids for best value and provide a bid preference in the amount of 5 points to any Bidder who certifies, pursuant to the certification attached as Exhibit C, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver. Bidders that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified evaluation of this RFP, however they will receive 0 out of 5 points for this section.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals will be accomplished by an evaluation team(s), to be designated by HCA, which will determine the ranking of the proposals. Evaluations will only be based upon information provided in the Bidder's Proposal.

All proposals received by the stated deadline, Section 2.2, *Estimated Schedule of Procurement Activities*, will be reviewed by the RFP Coordinator to ensure that the Proposals contain all of the required information requested in the RFP. Only responsive Proposals that meet the requirements will be evaluated by the evaluation team. Any Bidder who does not meet the stated qualifications or any Proposal that does not contain all of the required information will be rejected as non-responsive.

The RFP Coordinator may, at his or her sole discretion, contact the Bidder for clarification of any portion of the Bidder's Proposal. Bidders should take every precaution to ensure that all answers are clear, complete, and directly address the specific requirement.

Responsive Proposals will be reviewed and scored by an evaluation team using a weighted scoring system, Section 4.2, *Evaluation Weighting and Scoring*. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda issued.

HCA, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 20%		20 points
Project Approach/Methodology	10 points (maximum)	
Quality of Work Plan	5 points (maximum)	
Project Deliverables	5 points (maximum)	
Management Proposal – 75%		75 points
Project Team Structure and Internal Controls	30 points (maximum)	
Staff Qualifications/Experience	30 points (maximum)	
Experience of the Bidder	15 points (maximum)	
Executive Order 18-03 – 5%		5 points
TOTAL		100 POINTS

HCA reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of HCA and the state of Washington.

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

HCA may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, HCA will contact the top-scoring firm(s) from the

written evaluation to schedule a date, time, and location. Commitments made by the Bidder at the oral interview, if any, will be considered binding.

The scores from the written evaluation and the oral presentation combined together will determine the Apparent Successful Bidder.

4.4. NOTIFICATION TO BIDDERS

HCA will notify the ASB of their selection in writing upon completion of the evaluation process. Bidders whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.5. DEBRIEFING OF UNSUCCESSFUL BIDDERS

Any Bidder who has submitted a Proposal and been notified it was not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator no later than 5:00 p.m., local time, in Olympia, Washington, within three business days after the Unsuccessful Bidder Notification is e-mailed to the Bidder. The debriefing will be held within three business days of the request, or as schedules allow.

Discussion at the debriefing conference will be limited to the following:

- 4.5.1. Evaluation and scoring of the Bidder's Proposal;
- 4.5.2. Critique of the Proposal based on the evaluation; and
- 4.5.3. Review of the Bidder's final score in comparison with other final scores without identifying the other Bidders.

Topics a Bidder could have raised as part of the complaint process (Section 2.10) cannot be discussed as part of the debriefing conference, even if the Bidder did not submit a complaint.

Comparisons between proposals, or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

4.6. PROTEST PROCEDURE

A bid protest may be made only by Bidders who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five business days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or by mail.

Bidders protesting this RFP must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this RFP.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized agent. The protest must state (1) the RFP number, (2) the grounds for the protest with specific facts, (3) complete statements of the action(s) being protested, and (4) the relief or corrective action being requested.

- 4.6.1. Only protests alleging an issue of fact concerning the following subjects will be considered:

- 4.6.1.1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- 4.6.1.2. Errors in computing the score; or
- 4.6.1.3. Non-compliance with procedures described in the RFP or HCA requirements.

Protests based on anything other than those items listed above will not be considered. Protests will be rejected as without merit to the extent they address issues such as: 1) an evaluator's professional judgment on the quality of a Proposal; or 2) HCA's assessment of its own needs or requirements.

Upon receipt of a protest, HCA will undertake a protest review. The HCA Director, or an HCA employee delegated by the HCA Director who was not involved in the RFP, will consider the record and all available facts. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. The HCA Director or his or her designee will have the right to seek additional information from sources he or she deems appropriate in order to fully consider the protest.

If HCA determines in its sole discretion that a protest from one Bidder may affect the interests of another Bidder, then HCA may invite such Bidder to submit its views and any relevant information on the protest to the RFP Coordinator. In such a situation, the protest materials submitted by each Bidder will be made available to all other Bidders upon request.

4.6.2. The final determination of the protest will:

- 4.6.2.1. Find the protest lacking in merit and uphold HCA's action; or
- 4.6.2.2. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or
- 4.6.2.3. Find merit in the protest and provide options to the HCA Director, which may include:
 - 4.6.2.3.1. Correct the errors and re-evaluate all Proposals; or
 - 4.6.2.3.2. Issue a new solicitation document and begin a new process; or
 - 4.6.2.3.3. Make other findings and determine other courses of action as appropriate.

If the protest is not successful, HCA will enter into a contract with the ASB(s), assuming the parties reach agreement on the contract's terms.

5. RFP EXHIBITS

Exhibit A	Certifications and Assurances
Exhibit B	Diverse Business Inclusion Plan
Exhibit C	Executive Order 18-03
Exhibit D	Service Contract Format including General Terms and Conditions (GT&Cs)

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that HCA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of HCA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant HCA the right to contact references and other, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement. *If electronic, also include:* We are submitting a scanned signature of this form with our proposal.

Signature of Bidder

Title

Date

DIVERSE BUSINESS INCLUSION PLAN

- | | |
|--------------------------------------------------------------------------------|-----|
| Do you anticipate using, or is your firm, a State Certified Minority Business? | Y/N |
| Do you anticipate using, or is your firm, a State Certified Women's Business? | Y/N |
| Do you anticipate using, or is your firm, a State Certified Veteran Business? | Y/N |
| Do you anticipate using, or is your firm, a Washington State Small Business? | Y/N |

If you answered No to all of the questions above, please explain:

Please list the approximate percentage of work to be accomplished by each group:

- Minority ___%
- Women ___%
- Veteran ___%
- Small Business ___%

Please identify the person in your organization to manage your Diverse Inclusion Plan responsibility.

Name: _____

Phone: _____

E-Mail: _____

**CONTRACTOR CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Health Care Authority is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.: RFP# 3998

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____
Name of Contractor/Bidder – Print full legal entity name of firm


By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

	Offender Reentry Community Safety Program	HCA Contract Number: K#XXXX
-----------------------------------------------------------------------------------	-------------------------------------------	-----------------------------

THIS CONTRACT is made by and between Washington State Health Care Authority, (HCA) and _____, (Contractor).

CONTRACTOR NAME		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS Street		City	State	Zip Code
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS		
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CFDA NUMBER(S):	FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

HCA PROGRAM Behavioral Health Program	HCA DIVISION/SECTION DBHR
HCA CONTACT NAME AND TITLE Monica Reeves	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTACT TELEPHONE (360) 725-1552	HCA CONTACT E-MAIL ADDRESS Monica.Reeves@hca.wa.gov

CONTRACT START DATE March 1, 2020	CONTRACT END DATE June 30, 2021	TOTAL MAXIMUM CONTRACT AMOUNT
--------------------------------------	------------------------------------	-------------------------------

PURPOSE OF CONTRACT:
To create an Offender Reentry Community Safety Program. Governed by RCW 71.24.470 & RCW 72.09.370, contracts with community behavioral health agencies to provide enhanced case management and other ORCSP services to individuals designated to the program who are releasing from the Department of Corrections.

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

TABLE OF CONTENTS

Recitals	4
1. STATEMENT OF WORK (SOW)	4
2. DEFINITIONS	4
3. PERFORMANCE EXPECTATIONS.....	11
3.1 Expected performance under this Contract includes, but is not limited to, the following:	11
3.2 TERM	11
3.3 COMPENSATION	12
3.4 INVOICE AND PAYMENT	12
3.5 CONTRACTOR and HCA CONTRACT MANAGERS	13
3.6 KEY STAFF	14
3.7 LEGAL NOTICES	14
3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE	15
3.9 INSURANCE	15
4. GENERAL TERMS AND CONDITIONS	17
4.1 ACCESS TO DATA	17
4.2 ADVANCE PAYMENT PROHIBITED	17
4.3 AMENDMENTS	17
4.4 ASSIGNMENT	17
4.5 ATTORNEYS' FEES	18
4.6 CHANGE IN STATUS.....	18
4.7 CONFIDENTIAL INFORMATION PROTECTION	18
4.8 CONFIDENTIAL INFORMATION SECURITY.....	19
4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION	19
4.10 CONTRACTOR’S PROPRIETARY INFORMATION	20
4.11 COVENANT AGAINST CONTINGENT FEES	20
4.12 DEBARMENT	20
4.13 DISPUTES	21
4.14 ENTIRE AGREEMENT	21
4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)	Error!
Bookmark not defined.	
4.16 FORCE MAJEURE	22
4.17 FUNDING WITHDRAWN, REDUCED OR LIMITED	22
4.18 GOVERNING LAW	23
4.19 HCA NETWORK SECURITY.....	23

4.20 INDEMNIFICATION.....	23
4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR	23
4.22 INDUSTRIAL INSURANCE COVERAGE	23
4.23 LEGAL AND REGULATORY COMPLIANCE.....	24
4.24 LIMITATION OF AUTHORITY	24
4.25 NO THIRD-PARTY BENEFICIARIES	24
4.26 NONDISCRIMINATION	24
4.27 OVERPAYMENTS TO CONTRACTOR.....	24
4.28 PAY Equity	25
4.29 PUBLICITY.....	25
4.30 RECORDS AND DOCUMENTS REVIEW	26
4.31 REMEDIES NON-EXCLUSIVE	26
4.32 RIGHT OF INSPECTION.....	26
4.33 RIGHTS IN DATA/OWNERSHIP	26
4.34 RIGHTS OF STATE AND FEDERAL GOVERNMENTS	27
4.35 SEVERABILITY	28
4.36 SITE SECURITY	28
4.37 SUBCONTRACTING	28
4.38 SURVIVAL.....	29
4.39 TAXES	29
4.40 TERMINATION.....	29
4.41 TERMINATION PROCEDURES	31
4.42 WAIVER.....	32
4.43 WARRANTIES.....	32

Attachments

Attachment 1: Confidential Information Security Requirements

Schedules

Schedule A: Statement of Work (SOW) Offender Reentry Community Safety Program

Exhibits

Exhibit A – Data Security

Exhibit B – A-19 Invoice Voucher Form

Exhibit C – Monthly Summary of Service

Exhibit D – Sample Guidelines and Expectations Form

Contract #KXXXX for

Offender Reentry Community Safety Programs

Recitals

HCA has determined that entering into a Contract with (**CONTRACTOR**) will meet HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA and Contractor enter into this Contract, the terms and conditions of which will govern Contractor's providing to HCA the implementation of the Offenders Reentry Community Safety Program ("ORCSP"), established by RCW chapter 72.09.370 and further addressed in RCW chapter 71.24.470, by arranging for Contractor to provide ORCSP Services to Participants who are designated by the DOC Secretary on recommendation of the State-Wide ORCSP Review Committee and who are assigned to the Contractor by the DBHR ORCSP Program Administrator.

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

"Actively Engaged" means the Offender Re-Entry Community Safety Program (ORCSP) Participant is participating in Treatment according to the Participant's Treatment Plan.

"Actual Release Date" or "ARD" means the calendar date a Participant is actually released from a state Department of Corrections (DOC) facility.

"Assignment" or "Assigned Participant" means a Participant has been assigned to Contractor for Services under this Contract, pursuant to notification by the Division of Behavioral Health and Recovery (DBHR) ORCSP Program Administrator.

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

"Breach" means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

"Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity,

that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

"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.

"Case Management Services" mean Services, other than Support Services, provided by the Contractor's case manager in an effort to keep the Participant Actively Engaged as required under this Contract. Case Management Services include periodic meetings and communications with the Participant; monitoring of Participant's adherence to the Treatment Plan; facilitation of monthly Staffing meetings; and assisting the Participant to access Support Services.

"Catchment Area" means ageographic region identified by the Contractor to the DBHR ORCSP Program Administrator which defines the area within which a Participant must reside in order to be served by Contractor.

"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>.

"Community Pre-Release Period" means a period of time when Participant is re-incarcerated in a local or county jail on new charges, or placed in a treatment facility, during which Services are normally Suspended. Contractor may provide services for one or more months for purposes of transition planning, after first receiving approval from the ORCSP Program Administrator.

"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 or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); 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.

"Continued Designation" means a Designation for continued Participant status after a Suspension or Termination has occurred due to the Participant's incarceration to DOC on a new cause, where Participant has used fewer than 30 months of his or her Maximum Benefit Period (MBP) prior to the most recent incarceration and it has been less than 7 years since the

initial Designation. If there is a Continued Designation, the Participant is reinstated to receive Services for a MBP that subtracts the number of service months utilized prior to the most recent incarceration.

“Contract” means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

“Contractor” means XXX, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Covered entity” means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form to carry out financial or administrative activities related to health care, as defined in 45 CFR 160.103.

“Data” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

“Designate” or “Designation” means means a decision which the Statewide ORCSP Review Committee makes to identify an individual as an ORCSP Participant in accordance with Revised Code of Washington (RCW) chapters 71.24.470 and 72.09.370. Only individuals who have been designated as Participants are assigned to the Contractor under this Contract. The term “Designation” shall include “Continued Designation” and “Re-Designation.”

“Division of Behavioral Health and Recovery” or “DBHR” means the Division of the Health Care Authority that is designated to serve as the state mental health authority to administer the state-funded and Medicaid-funded mental health programs authorized by RCW chapters 71.05, 71.24 and 71.34.

“DOC” means the Washington State Department of Corrections.

“DSHS” means the Washington Department of Social and Health Services.

“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.

“Extended Pre-Release Period” or “EPP” means the period of time that results when DOC extends a Participant's Planned Release Date by 60 days or longer. EPP is an isolated period of time allowing maintenance of good clinical practice in accordance with time constraints controlled by DOC.

“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.

"Maximum Benefit Period" or "MBP" means a quantity of up to sixty (60) months of Services provided by Contractor, or by a successor or predecessor contractor, for an assigned Participant. The MBP must be reached within an 8-year period (96 months) following the Participant’s Planned Release Date or the Participant will be terminated from the Program.

“Monthly Service Summary” means a report set forth in Exhibit C containing required information regarding the Services performed within a given month for all Participants assigned to Contractor. A completed Monthly Service Summary is required to be submitted as part of the ORCSP Billing Packet.

"Multi-System Care Planning Team" or "MSCPT" means a team co-led by the Contractor consisting of representatives of DOC, DBHR and, as necessary, the indeterminate sentence review board (ISRB), other divisions or administrations within DSHS, the appropriate managed care organization, and other individuals and providers, as appropriate. The purpose of the MSCPT is to develop a plan for delivery of Treatment and Support Services to the Participant upon release.

"Offender Re-Entry Community Safety Program" or "ORCSP" or “Program” means a multi-disciplinary program to assist designated individuals confined at DOC institutions to successfully transition to the community following their release from DOC incarceration per RCW chapter 71.24.470.

"Ongoing Service Period" means the time period, beginning on the ARD and ending on the date the Participant's Services terminate.

“ORCSP Billing Packet” means a set of documents which are to be submitted by Contractor when payment is requested under this Contract. The ORCSP Billing Packet must include an A-19 Invoice, which requires an original Contractor signature, the Monthly Service Summary and other documentation as requested by the ORCSP Program Administrator.

“ORCSP Program Administrator” means the DBHR Program Administrator who represents DBHR for purposes of this Contract and is responsible for authorizing Services under this Contract.

“ORCP Program Guidelines and Expectations for Program Participant” means the document by which both the Participant and Contractor sign outlining the Contractor’s program description, and the agreement made by the Participant to abide by ORCSP expectations. This document (Exhibit D) is a template and may be customized to each Contractor’s program.

"Overpayment" means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

"Participant" means an individual confined at a DOC institution who has received a Designation by the Statewide ORCSP Review Committee in accordance with RCW chapter 72.09.370 and has agreed to participate in the continuum of ORCSP Services.

"Planned Release Date" or "PRD" means the date the Participant will be released from the DOC facility, based on DOC plans that are in place at the time of a Designation.

"Post-Release Intensive Service Period" means the first 30 days of ORCSP services after a Participant's Actual Release Date.

"Pre-Release Engagement Period" or "PEP" means a time period when the DOC Transition Correctional Mental Health Counselor (TCMHC), correctional facility and the Contractor start the release planning process for the Participant. This period is a maximum of 3 months prior to the Participant's Planned Release Date (PRD), or less if the participant's admission to DOC and/or designation is less than 3 months from their PRD.

"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.

"Protected Health Information" or "PHI" means individually identifiable 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, as defined in 45 CFR 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. 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 Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

"Re-designation" means a type of Designation whereby the Statewide ORCSP Review Committee determines that an individual who was Designated as a Participant more than 7 years previously or who used 30 or more ORCSP service months prior to the most recent incarceration to DOC on a new cause should be Re-Designated as a Participant, with all Services provided following the Re-designation to be counted toward a new 60-month MBP.

"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/>.

"Service Level" means Services provided during the corresponding interval within the MBP: Pre-Release Engagement Services, Extended Pre-Release Services, Post-Release Intensive Services and Ongoing Services. An additional Service Level consisting of Community Pre-

Release Services may be authorized if the Participant is jailed or receiving care in a treatment facility causing Services to be suspended.

"Services" or "ORCSP Services" means Services that are provided by Contractor for a Participant in order to carry out a Treatment Plan. Services consist of Case Management Services and Support Services.

"Start Date" means the date the Pre-Release Service Period begins and the Contractor begins to provide Services following an Assignment, which can be up to 3 months before the Planned Release Date, and is the earliest date for which Services may be billed under this Contract.

"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.

"Statewide ORCSP Review Committee" or "Review Committee" is a committee established pursuant to RCW chapter 72.09.370 and co-chaired by DBHR and DOC for the purpose of reviewing referrals from DOC correctional institutions and determining whether to recommend Designation of the referred individuals as Participants in the ORCS Program. The Review Committee is comprised of representatives from DBHR, DOC, DSHS Developmental Disabilities Administration (DDA), law enforcement, Behavioral Health Administrative Service Organizations (BHASOs), mental health services provider agencies, certified substance use disorder (SUD) services provider agencies, and a Designated Crisis Responder (DCR).

"Subcontractor" means a person or entity that is not in the employment of the 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" 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.

"Substance Use Disorder Services" or "SUD Services" means a continuum of services based upon a diagnosis by a state-certified alcohol and substance abuse clinician, or a clinician certified by a Federally Recognized Tribe in Washington State who is qualified to be state-certified. SUD Services may include sobering, assessment, detoxification, treatment (outpatient/inpatient/relapse prevention/recovery) and the aftercare criterion defined in the Participant's SUD treatment plan as per RCW chapters 70.96A 74.50 or any succeeding legislation.

"Support Services" means Services provided or coordinated by the Contractor to meet Participant needs and to keep the Participant engaged in Treatment. Support Services include assessments, treatment and interventions identified in the Treatment Plan, counseling and training, educational, vocational and employment services, and assistance with housing and other basic living expenses. Support Services may be paid with available Contract funds provided they are Unfunded.

“Suspension” means that Contractor has suspended the provision of Services and invoicing for a particular ORCSP Participant or group of ORCSP Participants for a specific or indeterminate period of time based upon the Suspension criteria set forth in Section 6, Suspension or Termination of Services, of these Special Terms and Conditions.

“Termination” means that Contractor has terminated the provision of Services and invoicing for a particular ORCSP Participant or group of ORCSP Participants based upon the Termination criteria set forth in Section 6, Suspension or Termination of Services, of these Special Terms and Conditions.

“Termination Date” means the date on which ORCSP Services are discontinued with respect to a Participant who meets one or more of the Termination criteria, as described in Section 6, Suspension or Termination of Services.

“Third Party Reimbursement Source” means a program or organization that provides funding to reimburse the cost of Support Services received by a Participant.

“Transition Plan” means a written plan developed collaboratively by the Contractor and DOC that outlines the specific Treatment and Services planned for a Participant during the first seven (7) days following release from incarceration which the Contractor determines are immediately necessary and clinically appropriate for the Participant to successfully transition to the community.

“Transition Correctional Mental Health Counselor,” or “TCMHC,” is the DOC staff person who acts as a co-leader of the MSCPT and coordinates with DOC to schedule team meetings at facilities.

“Treatment” means a service provided on the basis of a clinical diagnosis by an appropriate clinician who is licensed or certified by the State of Washington including, but not limited to, SUD services, mental health services or sexual offender treatment.

“Treatment Plan” means a written, multidisciplinary care plan for each Participant developed by the MSCPT. The Treatment Plan is an outcome-based plan that focuses on the Participant's goals for re-integration into the community and includes the specific Services to be provided or coordinated by Contractor.

“Unfunded” means that funding from a Third Party Reimbursement Source is not reasonably available for a particular Support Service, warranting a request by Contractor for DBHR authorization to expend contract funds to reimburse or pay for such Service.

“USC” means the United States Code. All references in this Contract to USC chapters or sections will 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. PERFORMANCE EXPECTATIONS

3.1 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; and
- 3.1.8 Provision of high quality services.

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 March 1, 2020 or date of last signature, whichever is later, and continue through June 30, 2021, unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended through June 30, 2025 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 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 based on Service Rates established established in accordance with the fiscal resources authorized in RCW chapter 71.24.470, which shall include any and all expenses.

3.3.2 Contractor's compensation for services rendered will be based on the following rates or in accordance with the following terms:

Community Pre-Release Services	\$400.00 per month
Pre-Release Engagement Service Period	\$800.00 per month
Extended Pre-Release Period (extension months)	\$600.00 per month
Ongoing Service Period - Medicaid-eligible Participant (includes Post-Release Intensive Service Month)	\$1,000.00 per month
Ongoing Service Period - Participant not Medicaid-eligible	\$1,200.00 per month

3.3.3 Services provided or arranged and reimbursed from the monthly rates paid to the Contractor shall consist of Case Management Services and Support Services, provided that Support Services may be reimbursed only if they are Unfunded. The Contractor is expected to fund Services that are in addition to services otherwise funded by DBHR or Medicaid programs or other Third Party Funding Sources. The Contractor shall maintain records, by Participant, of all expenditures made for Services provided under the Contract, including both Case Management and Support Services.

3.3.4 The funds provided under this Contract shall supplement, not supplant, other resources available to the Contractor.

3.3.5 The funds provided under this Contract are not subject to the statutory distribution formula established in accordance with RCW chapter 71.24.035 of the Community Mental Health Services Act.

3.4 INVOICE AND PAYMENT

3.4.1 Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: Acctspay@hca.wa.gov. Include the HCA Contract number in the subject line of the email.

- 3.4.2 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. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.
- 3.4.3 Contractor must submit properly itemized invoices to include the following information, as applicable:
 - 3.4.3.1 HCA Contract number KXXXX;
 - 3.4.3.2 Contractor name, address, phone number;
 - 3.4.3.3 Description of Services;
 - 3.4.3.4 Date(s) of delivery;
 - 3.4.3.5 Net invoice price for each item;
 - 3.4.3.6 Applicable taxes;
 - 3.4.3.7 Total invoice price; and
 - 3.4.3.8 Payment terms and any available prompt payment discount.
- 3.4.4 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.
- 3.4.5 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>. Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.
- 3.4.6 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) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is 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.

CONTRACTOR Contract Manager Information		Health Care Authority Contract Manager Information	
Name:		Name:	servi
Title:		Title:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

3.6 KEY STAFF

- 3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the Statement of Work (SOW) from the people who were described in the Response for the first SOW or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.6.2 During the term of the Statement of Work (SOW), HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

3.7 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 delivered in person, via email, 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.

3.7.1 In the case of notice to the Contractor:

3.7.2 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

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

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

3.8 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:

3.8.1 Applicable Federal and State of Washington statutes and regulations;

3.8.2 Recitals

3.8.3 General Terms and Conditions;

3.8.4 Attachment 1: Confidential Information Security Requirements;

3.8.5 Schedule A: Statement of Work;

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

3.9 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:

- 3.9.1 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.
- 3.9.2 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.
- 3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.9.4 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 any Commercial General and/or Business Automobile Liability 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.

- 3.9.5 Privacy Breach Response Coverage. Contractor must maintain insurance to cover costs incurred in connection with a Breach, or potential Breach, including:
 - 3.9.5.1 Computer forensics assistance to assess the impact of the Breach or potential Breach, determine root cause, and help determine whether and

the extent to which notification must be provided to comply with Breach notification laws.

3.9.5.2 Notification and call center services for individuals affected by a Breach.

3.9.5.3 Breach resolution and mitigation services for individuals affected by a Breach, including fraud prevention, credit monitoring and identity theft assistance.

3.9.5.4 Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

The policy must be maintained for the term of this Contract and three (3) years following its termination.

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 AMENDMENTS

This Contract may be amended by mutual 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.

4.4 ASSIGNMENT

4.4.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.37, *Subcontracting*, without the prior written consent of HCA. 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. Any attempted assignment,

transfer or delegation in contravention of this Subsection 4.4.1 of the Contract will be null and void.

4.4.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 ATTORNEYS' FEES

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

4.6 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.7 CONFIDENTIAL INFORMATION PROTECTION

4.7.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: *Confidential Information Security Requirements*).

4.7.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).

4.7.3 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination

of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

- 4.7.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 CONFIDENTIAL INFORMATION SECURITY

The federal government, including the Centers for Medicare and Medicaid Services (CMS), and the State of Washington all maintain security requirements regarding privacy, data access, and other areas. Contractor is required to comply with the Confidential Information Security Requirements set out in Attachment 1 to this Contract and appropriate portions of the Washington OCIO Security Standard, 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>).

4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

- 4.9.1 Contractor must notify the HCA Privacy Officer (HCAPrivacyOfficer@hca.wa.gov) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 4.9.2 Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold HCA harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents.
- 4.9.3 If notification of the Breach or possible Breach must (in the judgment of HCA) be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
- 4.9.3.1 HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services Secretary (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
 - 4.9.3.2 In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA

reasonably considers appropriate to protect HCA clients (such as paying for regular credit watches in some cases).

- 4.9.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 4.9.4 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 6) of all Confidential Information.
- 4.9.5 Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.13.1 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 the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

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

4.13.2.1 Be in writing;

4.13.2.2 Include a written description of the dispute;

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

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

4.13.3 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.

4.14 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.43 *Warranties*.

4.15 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.

4.16 FUNDING WITHDRAWN, REDUCED OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been 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, then HCA, at its sole discretion, may:

4.16.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;

4.16.2 Renegotiate the Contract under the revised funding conditions; or

4.16.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance 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.

4.16.3.1 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.

4.16.3.2 When HCA determines in its sole discretion 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.

4.16.3.3 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.

4.17 GOVERNING LAW

This Contract is governed in all respects by the laws 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. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.18 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.

4.19 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 under Section 4.7 *Confidential Information Protection* and Section 4.8 *Confidentiality Breach-Required Notification*, 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.

4.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself 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.

4.21 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.

4.22 LEGAL AND REGULATORY COMPLIANCE

4.22.1 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.

4.22.2 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.

4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

4.23 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.

4.24 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.

4.25 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.

4.26 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 will

refund the full amount to HCA within thirty (30) calendar 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. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 *Disputes*.

4.27 PAY EQUITY

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 213), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

- 4.28.1 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.
- 4.28.2 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.

4.29 RECORDS AND DOCUMENTS REVIEW

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or 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 [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].
- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 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.

4.30 REMEDIES NON-EXCLUSIVE

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

4.31 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.

4.32 RIGHTS IN DATA/OWNERSHIP

- 4.32.1 HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract will be considered a *work 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.

- 4.32.2 If for any reason the Work Product would not be considered a *work 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.
- 4.32.3 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.
- 4.32.4 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 will 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.
- 4.32.5 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.
- 4.32.6 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.

4.33 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.

4.34 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.

4.35 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.

4.36 SUBCONTRACTING

- 4.36.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such subcontract. 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.
- 4.36.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 4.36.3 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.
- 4.36.4 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.
- 4.36.5 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.

4.37 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. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.38 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.

4.39 TERMINATION

4.39.1 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 by both parties, 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.”

4.39.2 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 ten (10) calendar days' written 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.

4.39.3 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.

4.39.4 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.

4.39.5 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.

4.40 TERMINATION PROCEDURES

- 4.40.1 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.
- 4.40.2 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 4.13 *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.
- 4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- 4.40.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;
 - 4.40.3.2 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;
 - 4.40.3.3 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;
 - 4.40.3.4 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;
 - 4.40.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
 - 4.40.3.6 Complete performance of any part of the work that was not terminated by HCA; and
 - 4.40.3.7 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.

4.41 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.

4.42 WARRANTIES

- 4.42.1 Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- 4.42.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.42.3 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes:
 - (i) Prices, discounts, and options committed to remain in force over a specified period of time; and
 - (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

Attachment 1

Confidential Information Security Requirements

1. Definitions

In addition to the definitions set out in Section 2 of this Contract K3784 for Offender Reentry Community Safety Program Services, the definitions below apply to this Attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of 8 characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Confidential Information Transmitting

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
 - i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - ii. Data stored on Portable/Removable Media or Devices:
 - Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
 - HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 3. Keeping devices in locked storage when not in use;

4. Using check-in/check-out procedures when devices are shared;
 5. Maintain an inventory of devices; and
 6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Confidential Information Segregation

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

- a. The HCA Confidential Information must be kept in one of the following ways:
 - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - iii. in a database that will contain only HCA Data; or
 - iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

5. Confidential Information Shared with Subcontractors

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

6. Confidential Information Disposition

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- a. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Schedule A

Statement of Work

1) Overview and Purpose.

The purpose of this Contract is to implement the ORCSP, established by RCW chapter 72.09.370 and further addressed in RCW chapter 71.24.470, by arranging for Contractor to provide ORCSP Services to Participants who are designated by the DOC Secretary on recommendation of the State-Wide ORCSP Review Committee and who are assigned to the Contractor by the DBHR ORCSP Program Administrator. As provided in RCW chapter 71.24.470, the Services funded under this contract shall include individualized Case Management Services and Support Services as the HCA Director, acting through the DBHR ORCSP Program Administrator, deems necessary to assist Participants. Case Management Services shall be provided directly by Contractor and shall include coordination of Support Services. Support Services may be provided by the Contractor or by other providers and may include mental health and SUD services, sexual offender services, employment services, educational or vocational training, independent living skills and parenting education, anger management services or such other services the Contractor deems necessary, subject to the approval of the DBHR ORCSP Program Administrator. Support Services may also include assistance with the Participant's housing and basic living expenses, and with unfunded Treatment expenses.

This Contract identifies the contract terms for delivery of the Continuum of ORCSP Services to Participant(s) assigned to the Contractor. Services begin in the PEP, when the Participant is still in DOC custody. During this period, the Contractor will work with the DOC TCMHC to facilitate the formation and work of a MSCPT which shall develop a Treatment Plan for each Participant as well as a seven day Transition Plan to ensure that Services are initiated immediately following release from DOC custody. When the Participant is released from DOC custody, a thirty day Intensive Post Release Period shall begin, during which Contractor shall implement the activities initiated in the Seven Day Transition Plan and shall engage in other intensive efforts to promptly place the Participant into appropriate Services. Following the Intensive Post Release Period, the Contractor shall transition to the Ongoing Service Period which shall continue until the MBP is reached, unless there is a Suspension or Termination. In the event a Participant is re-incarcerated, the Contractor may provide Community Pre-Release Services in order to place the Participant back into Ongoing Services upon release.

The Contractor shall maintain a program of Case Management Services throughout the Contract, maintaining contact with the Participant and Support Services providers to monitor and assist the Participant to remain Actively Engaged in Services. The Contractor shall conduct monthly staffing meetings to discuss all Participants receiving Services from the Contractor and shall include Contractor staff, the DBHR ORCSP Program Administrator and a DOC representative. The Contractor shall keep track of the Participant's residence and contact information and shall notify the ORCSP Program Administrator when a Suspension or Termination occurs, when DBHR approval of a Termination is required, or when there is a significant change or event involving a Participant. The Contractor shall maintain written records to document the Services provided to each Participant.

This Contract shall remain in full force and effect during the period of performance set forth on page 1, regardless of the MBPs applicable to Participants assigned to the Contractor. This Contract may be renewed or reissued one or more times to provide continuity of Services.

2) Service Population and Protocol Leading to Assignment.

Services provided by the Contractor under this Contract shall be limited to Participants assigned to the Contractor by the DBHR ORCSP Program Administrator following the individual's Designation as a Participant by the Statewide ORCSP Review Committee. Assignments may include Participants who are reassigned from a prior contractor to the Contractor to receive Services for some or all of the remainder of the Participant's MBP. Prior to DBHR's Assignment of a Participant(s) to the Contractor, DOC determines the Participant's county of release and initiates Mental Health Directives as required under RCW chapter 72.09.370.

3) Maximum Benefit Period.

- a) Services shall be provided for a MBP of Sixty (60) Months of Services, including up to 3 months of Services provided during the PEP. Subject to any necessary renewals or reissuances of this Contract, the Contractor shall provide Services to Assigned Participants for an aggregate number of months which does not exceed the MBP. DBHR reserves the right to adjust the number of months during which Services will be provided by the Contractor, in which case it shall notify the Contractor ninety (90) days in advance of any change.
- b) During the MBP, Participant shall receive the Continuum of Services which begin during the PEP. The MBP ends with the Participant's Termination from the Program and includes:
 - i) PEP;
 - ii) EPP if applicable;
 - iii) One Month Intensive Post Release Period;
 - iv) Ongoing Service Period; and
 - v) Community Pre-Release Period, if applicable.

The MBP excludes all periods of time when the Participant is not Actively Engaged in Services resulting in a Suspension or Termination.

4) Statement of Work.

- a) Assignment of ORCSP Participant to the Contractor. Upon receiving notification from DBHR of the Assignment of a Participant to the Contractor, the Contractor shall:
 - i) Access the Participant's ORCSP Referral Packet and supporting documentation from the Secure File Transfer internet site. The Contractor will receive a user account log-in, and will be prompted to create a unique password to access ORCSP files electronically.
 - ii) Acknowledge the Assignment to DBHR. The Contractor understands that Participants are designated for the Program because they are reasonably believed to be dangerous to themselves or others and because they have a mental disorder and may also have a

SUD. In general, the Contractor shall accept Assignments and shall not discriminate against difficult-to-serve Participants.

- iii) Inform DBHR of any objections to Assignment. If there are extenuating circumstances resulting in an objection by the Contractor to an Assignment, a case-by-case review will occur. Significant barriers to providing Services will be considered. Examples of barriers include significant threats and history of assaults on Contractor staff. If it is determined by DBHR that the Contractor cannot serve Participant, the Contractor shall work with DBHR to identify alternatives and arrange linkage for the Participant to receive those alternative services.
 - iv) Notify and assist DBHR regarding requests for Re-assignment of a Participant. DOC may reassign an ORSCP Participant to a geographic location that is outside the originally assigned Service area due to RCW chapter 72.09.270 and/or victim issues that occur during the MBP. In such event, DBHR may transfer the Assignment to another contractor serving the new location. A participant or contractor may also request reassignment to a geographic location outside of the originally assigned Service area. In such event, the releasing contractor must notify the DBHR ORCSP Administrator and provide documentation on the rationale for the request and service history of the Participant. The DBHR ORCSP Administrator will forward information to the receiving contractor for review and consideration of transfer. Such transfers shall not occur until written notification and acknowledgment is provided to and received from the releasing and receiving contractors.
- b) Pre-Release Engagement Service Period. Throughout the PEP beginning at a maximum of 3 months prior to the Participant's PRD, the Contractor must provide direct Services, most of which shall take place within the DOC facility where the Participant is incarcerated. These direct Services must include:
- i) Taking a co-leadership role with the TCMHC to facilitate the planning and implementation of ORCSP Services for the Participant.
 - ii) Establishment of the MSCPT, ensuring that the Participant's MSCPT includes representatives from community mental health, SUD and sex offender treatment providers, DOC, HCA, DSHS Administrations including the DDA, and provider agencies. The MSCPT may communicate with counsel, family members or other significant individuals identified by the Participant, and community representatives, as appropriate for the Assigned Participant.
 - iii) Coordinating with the TCMHC to:
 - (1) Meet with the Participant to review and sign the ORCSP Program Guidelines and Expectations for Program Participants;
 - (2) Meet with the MSCPT to collaborate on development of the Transition Plan and Treatment Plan, working closely with DOC to ensure seamless transition from the prison to the community;
 - (3) Make recommendations for commitments under RCW chapter 71.05, as may be needed, prior to release from a DOC institution. State-Wide ORCSP Review Committee co-chairs can also make recommendations for commitment of the Participant under RCW chapter 71.05.

- (4) Complete assessments or make recommendations for SUD treatment to be included in the Treatment Plan as well as the judgment and sentencing court requirements. Assessments must be conducted by a state-certified, or tribally-qualified alcohol and substance abuse clinician.
- (5) Participate in 2 face-to-face meetings and 1 video or teleconference with the Participant during the PEP. Additional or fewer meetings may occur if deemed necessary by the MSCPT to facilitate transition.

c) Extended Pre-Release Service Period.

The Contractor may provide EPP Services if the Planned Release Date indicated at the time of Assignment of a Participant to the Contractor is extended by DOC. DBHR acknowledges the Extended Pre-Release Engagement Service Period is not a result of the Contractor's action or inaction, but rather a condition of incarceration between the Assigned Participant and DOC.

- i) Compensation for additional months of Services beyond the original maximum three month Pre-Release Engagement Service Period must be approved in advance by the DBHR ORCSP Administrator. Requests must be submitted via email directly to the DBHR ORCSP Administrator and must include rationale for the additional months.
- ii) The total number of months during which Pre-Release Services and Extended Pre-Release Services may be provided cannot exceed 6 months.

d) Post-Release Intensive Service Period and Ongoing Service Period.

- i) During the one month Post-Release Intensive Service Period, Contractor shall commence Case Management Services, make referrals and schedule appointments to implement the seven day Transition Plan and provide a high level of Services to assist the Participant to receive the appropriate Services and support promptly following release from incarceration. These Services will continue during the Ongoing Service Period.
- ii) The Contractor shall serve each Participant in a manner that is consistent with RCW chapter 71.24.470, the Statewide ORCSP Review Committee recommendations, and the Transition Plan and Treatment Plan developed by the Participant's MSCPT.
- iii) The Contractor shall assign a Case Manager to provide Case Management Services for each Assigned Participant. Contractor shall endeavor to maintain continuity of this assignment.
- iv) Contractor's Case Manager shall provide assistance in accessing Support Services to include, but not be limited to:
 - (1) Clinical services, including community mental health intake appointment, medical and medication appointments;
 - (2) State and federal assistance programs or resources, including a state identification/driver's license and Social Security benefits;
 - (3) Direct provision by the Contractor or referral to a certified provider for sex offender evaluation and treatment as warranted;

- (4) SUD treatment at the appropriate level based on assessed needs. If the Contractor cannot access the appropriate services, then the Contractor shall work with DBHR chemical dependency staff to facilitate access to SUD Services and Treatment;
 - (5) Housing and basic living supplies;
 - (6) Transportation;
 - (7) Communication;
 - (8) Employment services;
 - (9) Educational or vocational training;
 - (10) Parenting education, if needed;
 - (11) Training to increase independent living skills;
 - (12) Anger management services, classes to increase coping skills; and
 - (13) Other services necessary to assist the Participant to increase capacity to live successfully in the community, including services such as family treatment, development of natural community supports, and health and wellness.
- v) Support Services shall be reimbursed by Third Party Reimbursement Sources when available or, if they are Unfunded, may be reimbursed from amounts received by the Contractor under this Contract.
 - vi) During part of the Ongoing Service Period, the Participant may be under DOC Supervision. During any such periods, the Contractor shall cooperate and communicate with the Participant's Community Correctional Officer (CCO), in addition to required communication with the DBHR ORCSP Program Administrator.
- e) As the end of the MBP approaches, the Contractor shall inform the Participant that the MBP will soon be reached and will encourage Participant to continue to receive appropriate services including those funded by Third Party Reimbursement Sources.

5) Suspension or Termination of Services.

The Contractor will temporarily suspend or terminate the provision of ORCSP services for an Assigned Participant upon the occurrence of any of the criteria for Suspension or Termination, respectively, set forth in this Section 6, Suspension or Termination of Services. A Suspension or Termination of Services relates only to those Services provided or directly paid for by Contractor through this Contract and shall not necessarily affect the provision or reimbursement of services covered by a Third Party Reimbursement Source.

a) Procedure.

- i) Implementation. Suspension or Termination shall be implemented by the Contractor without need for prior DBHR approval, unless a Termination is based upon a criterion that requires DBHR approval before the Termination shall be effective as identified in Section 6 c. Termination Criteria. In addition to any required notifications, the Contractor shall report the Suspension or Termination in its Monthly Service Summary and indicate the specific criteria triggering the Suspension or Termination using the codes for each

criterion set forth in this Section 6, Suspension or Termination of Services. Contractor shall document the circumstances of a Suspension or Termination in the Participant's written records.

- ii) Attempts to Assist Participant. If a Suspension or Termination is being considered due to Participant's refusal of Services and this appears to be the result of a mental health or substance use disorder, the Contractor shall attempt to have the Participant assessed and referred for Treatment Services before implementing a Suspension or Termination. The Contractor shall maintain documentation of attempts to engage the Participant in Services prior to a Suspension or Termination.
 - iii) Billing following a Suspension or Termination. Beginning with the first month after the Termination or Suspension and, in the case of a Suspension, continuing until the month Services are reinstated, the Contractor shall not bill DBHR for Services provided to the Participant, unless the participant's housing is being temporarily maintained in which case a suspension would not be required if the suspension is expected to last less than 60 days. In the case of a Suspension, the Contractor shall continue to include Participant in its Monthly Service Summaries, noting the Participant's Suspension status and the codes for the criteria that resulted in the Suspension. To the extent the Contractor has made a prepayment for Support Services that extend into a period of Suspension or Termination, the Contractor shall endeavor to recover the appropriate amounts. The Contractor shall notify DBHR in the event the circumstances requiring a Suspension no longer exist, in which case the Contractor shall promptly reinstate Services to Participant.
 - iv) DBHR Responsibility. DBHR may initiate a Suspension or Termination when it becomes aware of the existence of any of the Suspension or Termination Criteria. DBHR may require the Contractor to reinstate a Participant if it finds that the Suspension or Termination Criteria are not met.
 - v) Impact on MBP. Months during which a Suspension or Termination is in effect do not count toward the MBP. The Contractor shall exclude these months from its calculation of the months of Services that have been provided in the Contractor's Monthly Service Summaries.
- b) Suspension Criteria. The Contractor shall implement a Suspension of Services for an Assigned Participant upon the occurrence of any of the following criteria, using the codes shown below on its reports to DBHR:
- i) S1: Absence from Contractor's Catchment and Services. This occurs when the Participant has left the Contractor's Catchment Area and will not be receiving Services during the absence, either:
 - (1) After notifying the Contractor of a planned period of absence for a specific purpose such as family, educational or work activities, except that Contractor should consult with DBHR ORCSP Administrator before issuing a Suspension if the Contractor is providing housing support that is reasonably required to continue during the planned absence.
 - (2) Without notifying the Contractor of a planned absence and failing to appear for scheduled Service, failing to respond to the Contractor's attempts to contact Participant, or failing to be actively engaged in their treatment plan for one full calendar month, unless the Contractor is providing housing support, in which case

Suspension would not occur for 2 full calendar months.

- ii) S2: Absence from Contractor Services Due to Admission to Treatment Facility that is anticipated to extend over 30 days. This occurs when the Participant is admitted to a health facility for medical, psychiatric or SUD Treatment, whether the admission is voluntary or involuntary. The occurrence of this Criterion shall be immediately reported to the DBHR ORCSP Administrator and the Contractor shall maintain contact with any institutions in which the Participant is residing during the Suspension so as to be apprised of release dates and arrange to engage in Community Pre-Release service no more than two months prior to planned discharge, or to reinstate the Participant at time of discharge.
12
- iii) S3: Absence due to incarceration or detention by local, state or federal authorities anticipated to be over 30 days. The occurrence of this Criterion shall be immediately reported to the DBHR ORCSP Program Administrator and the Contractor shall maintain contact with any institutions in which the Participant is residing during the Suspension so as to be apprised of release dates and arrange to engage in Community Pre Release service no more than two months prior to planned release, or to reinstate the Participant at time of release.
- c) Termination Criteria. The Contractor shall implement a Termination of Services for an Assigned Participant upon the occurrence of any of the following criteria, using the codes shown below on its reports to DBHR:
 - (1) T1: The ORCSP Participant is no longer assigned to the Contractor
 - i) T2: The Maximum Benefit Period is exhausted.
 - ii) T3: The ORCSP Participant has died.
 - iii) T4: The ORCSP Participant is not re-incarcerated, but has not engaged in services for three calendar months in a row.
 - (1) The ORCSP Participant may be re-instated to the ORCS Program should the client re-engage in services with the contracted provider.
 - iv) T5: The ORCSP Participant has been re-incarcerated to DOC on a new cause or is detained by a federal agency unless the ORCSP Participant has utilized less than thirty (30) service months, in which case the ORCSP Participant will be considered a Continued Designation and will remain in a Suspended status until Pre-Release Engagement work begins.. The Contractor shall obtain DBHR approval before implementing a Termination on the basis of this Criterion.
 - v) T6: After providing at least three months of Services, the Contractor does not believe that an Assigned Participant has a qualifying mental health diagnosis. The Contractor shall obtain DBHR approval before implementing a Termination on the basis of this Criterion.

6) Annual Statewide ORCSP Provider Meeting.

DBHR and DOC will hold an annual meeting to update the ORCSP contractors as a group regarding contract expectations, policy changes, and RCWs that affect the Program. The Contractor will be notified in advance of the date of this meeting, and shall arrange for a

representative to attend the ORCSP Provider Meeting.

7) Billing and Invoicing.

- a) The Contractor shall submit a properly completed ORCSP Billing Packet to: ORCSP@hca.wa.gov on a monthly basis. The Billing Packet shall include an A-19 Invoice as well as a separate Monthly Service Summary Report.
- b) The A-19 Invoice, supplied by DBHR following execution of this Contract, must contain, but not be limited to, the:
 - i) Billing date;
 - ii) Billing (Service) period for which reimbursement is requested;
 - iii) Current number of Participants at each Service Level; and
 - iv) Corresponding Service rates;
- c) The Monthly Service Summary report must contain, but is not limited to the following:
 - i) Participant's DOC number;
 - ii) The Participant's current Service Level;
 - iii) Suspension or Termination status
 - iv) Volume, by type, of ORCSP Services provided during billing period;
 - v) Months utilized in the MBP; and
 - vi) Any significant changes for each Participant.
- d) If any of the Contractor's billing packets fail to include each of the above listed items, the DBHR ORCSP Program Administrator shall return the invoice and withhold payment until the missing items are supplied and accepted by the DBHR ORCSP Program Administrator.

8) Record Keeping.

- a) The Contractor shall maintain documentation for each Participant which details the Case Management and Support Services provided each month, including those that are reimbursed by Contractor and including records of expenditures made. The Contractor's records shall substantiate and provide additional detail with respect to the information reported in the ORCSP billing packet(s), and shall correlate with Participant Treatment Plans and Transition Plans. The Contractor's Participant records shall clearly display ORCSP Services Start Date, the calculation of months used and remaining in the MBP, any Suspension or Termination dates, and the basis for such Suspension or Termination. The Contractor's records shall document the progress each Participant is making toward successful community living and reduction of re-incarceration.
- b) The Contractor shall coordinate and cooperate with the Washington State Institute for Public Policy (WSIPP) and/or DSHS by providing information requested for legislatively mandated effectiveness or cost analysis studies. Such coordination shall include, but not be limited to acquiring and maintaining release of information documentation from Assigned Participants

and developing and maintaining Health Insurance Portability and Accountability Act (HIPAA) compliant procedures to provide responsive data.

9) Dun and Bradstreet Number (DUNS).

The Contractor's DUNS number is XXX.

10) Monitoring.

The ORCSP Administrator may review, observe and evaluate the Contractor's performance at any time during the term of this Contract. In addition, scheduled monitoring visits will take place bi-annually or more frequently, as determined by the DOC and DBHR Program Administrators. Monitoring visits will be conducted by DOC and DBHR staff. The Contractor shall fully cooperate with monitoring by:

- a) Making documentation, including electronic documents, available for on-site inspection, including:
 - i) Records of Services provided, reported, and billed;
 - ii) Written Plans and Participant records;
 - iii) Records of collaboration with DOC, HCA/DBHR and other agencies.
- b) Providing copies of the Contractor's policies and procedures regarding background checks, and subcontracting at the request of DBHR.

11) Limitation of Contract.

This Contract does not provide for the Contractor to provide any supervisory, custodial or security service or function with respect to any Participant. Nothing in this Contract shall limit a Participant's access to services for which they qualify that are reimbursed by Medicaid, other HCA Programs or any Third Party Funding Source.

12) Critical Incident Reporting.

- a) The Contractor must maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. The policies must address the Contractor's oversight and review of the requirements in this section.
- b) The Contractor must report incidents using DBHR's electronic incident reporting system and must also send an email copy to the DBHR ORCSP Administrator. If the electronic incident reporting system is unavailable for use, DBHR shall provide the Contractor with a standardized form with instructions. The report must contain:
 - i) A description of the incident.
 - ii) The date and time of the incident.
 - iii) Incident location.
 - iv) Incident type.
 - v) Names and ages, if known, of all individuals involved in the incident.

- vi) The nature of each individual involved in the incident.
 - vii) The service history with the Contractor, if any.
 - viii) Number of individuals involved.
 - ix) Steps taken by the Contractor to minimize harm.
 - x) Any legally required notifications made by the Contractor.
- c) Category One incidents: The Contractor must report and also notify the DBHR Incident Manager by telephone or email immediately upon becoming aware of the occurrence of any of the following Category One incidents involving any Participant who received Services within 365 days of the incident. Category One incidents include:
- i) Death or serious injury of patients, clients, staff, or visitor at a DSHS facility or a facility that DSHS licenses, contracts with or certifies.
 - ii) Unauthorized leave of a Participant from a mental health facility. This includes Evaluation and Treatment centers (E&T), Crisis Stabilization Units (CSU) and Triage Facilities that accept involuntary clients.
 - iii) Any violent act to include rape or sexual assault, as defined in RCW chapters 71.05.020 and 9.94A030, or any homicide or attempted homicide alleged to have been committed by a Participant.
 - iv) Any event involving a Participant or Contractor staff that has attracted media attention.
- d) Category Two incidents: The Contractor must report within one (1) working day of becoming aware that any of the following Category Two incidents involving a Participant has occurred. Category Two incidents include:
- i) Alleged client abuse or client neglect of a serious or emergent nature by an employee, volunteer, licensee, Contractor, or another client.
 - ii) A substantial threat to the facility operation or client safety resulting from a natural disaster (to include earthquake, volcanic eruption, tsunami, fire, flood, an outbreak of communicable disease, etc.).
 - iii) Any breach or loss of Participant data in any form that is considered as reportable in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act and that would allow for the unauthorized use of Participant personal information. In addition to the standard elements of an incident report, Contractors will document and/or attach: 1) the police report, 2) any equipment that was lost, and 3) specifics of the Participant information included in the breach or loss.
 - iv) Any allegation of financial exploitation as defined in RCW chapter 74.34.020.
 - v) Any attempted suicide that requires medical care that occurs at a facility that DSHS licenses, contracts with, and/or certifies.
 - vi) Any event involving a Participant or staff, likely to attract media attention in the professional judgment of the incident manager.

vii) Any event involving: a credible threat toward a staff member that occurs at a DSHS facility, a facility that DSHS licenses, contracts with, or certifies.

13) Exhibits.

The following exhibits are attached to and incorporated into this Contract:

Exhibit A – Data Security

Exhibit B - A-19 Invoice Voucher

Exhibit C – Monthly Summary of Services Provided

Exhibit D – Offender Reentry Community Safety Program (ORCSP) Program Guidelines and Expectations for Program Participants (Template)

Exhibit A

Data Security

Data Security Requirements

1. Definitions

In addition to the definitions set out in the Data Share Contract, the definitions below apply to this Exhibit.

“Hardened Password” means a string of at least eight characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

“Secured Area” means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

“Transmitting” means the transferring of data electronically, such as via email.

“Trusted Systems” means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Data with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

“Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Data Transmitting

When transmitting HCA’s Confidential Information electronically, including via email, the Data must be protected by:

Transmitting the Data within the State Governmental Network (SGN) or Receiving Party’s internal network; or

Encrypting any Data that will be transmitted outside the SGN or Receiving Party’s internal network with 128-bit Advanced Encryption Standard (AES) encryption or better. This includes transit over the public Internet.

When transmitting HCA’s Confidential Information via facsimile (fax), the Receiving Party shall verify the fax recipient’s fax number and shall communicate with the intended fax recipient before transmission to ensure that the fax will be received only by the intended fax recipient.

When transmitting HCA’s Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. Protection of Data

The Receiving Party agrees to store Data on one or more of the following media and protect the Data as described:

Hard disk drives. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the

network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

Data Destruction: For HCA's Confidential Information stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 6: *Data Disposition* of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives and which **will not be transported out of a secure area**. Confidential Information provided by HCA on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections will be encrypted with 128-bit AES encryption or better. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations that access Confidential Information on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers and which will not be transported out of a secure area. Confidential Information provided by HCA on optical discs which will be attached to network servers will be encrypted with 128-bit AES encryption or better. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has been authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a secure area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

Access via remote terminal/workstation over the State Governmental Network (SGN). Data accessed and used interactively over the SGN. Access to the Data will be controlled by HCA staff who will issue authentication credentials (e.g. a unique user ID and complex password) to Authorized Users. Receiving Party shall have established and documented termination procedures for existing staff with access to the Data. These procedures must be provided upon request. The Receiving Party will notify HCA's Point of Contact within five (5) business days whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Receiving Party, and whenever an Authorized User's duties change such that the user no longer requires access. (See *Data or Systems Access* Section of the Data Share Contract)

Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the Internet. Access to the Data will be controlled by HCA staff who will issue remote access authentication credentials (e.g. a unique user ID and complex password) to Authorized Users. Receiving Party shall have established and documented termination procedures for existing staff with access to the Data. These procedures must be provided upon request. Receiving Party will notify HCA's Point of Contact within five (5) business days whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Receiving Party and whenever an Authorized User's duties change such that the user no longer requires access. (See Section 10 of the Contract, *Data or Systems Access*)

Protection of Data Stored on Portable Devices or Media

HCA's Data must not be stored by the Receiving Party on portable devices or media unless specifically

authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data as provided in this Section 4.

Portable devices are any small computing device that can be transported, including but are not limited to: handhelds/PDAs/phones; Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players); and laptop/notebook/tablet computers.

Portable media means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); magnetic media (e.g. floppy disks, tape, Zip or Jaz disks); USB drives; or flash media (e.g., CompactFlash, SD, MMC).

For Data stored on Portable devices or media, Receiving Party must

- a) Encrypt the Data with a key length of at least 128 bits using an industry standard algorithm, such as AES;

Ensure that portable devices such as flash drives are FIPS Level 2 compliant;

Control access to the devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics;

Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. The maximum period of inactivity is 20 minutes.

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

- i. Keeping them in locked storage when not in use;
- ii. Using check-in/check-out procedures when they are shared;
- iii. Maintaining an inventory; and
- iv. Ensuring that when being transported outside of a Secured Area, portable devices and media with Data are under the physical control of an Authorized User.

Data Segregation

HCA's Data received under this DSA must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Receiving Party, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security breach.

HCA's Data must be kept in one of the following ways:

- a) on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-HCA Data; or in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or

in a database that will contain no non-HCA Data; or

within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or

When stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

When it is not feasible or practical to segregate HCA's Data from non-HCA Data, then both HCA's Data and the non-HCA Data with which it is commingled must be protected as described in this exhibit.

Data Disposition

When the Confidential Information is no longer needed, except as noted in 3.2, the Data must be returned to HCA or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
<p>Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)</p>	<p>Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character Data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk</p>
<p>Paper documents with Category 3 and higher Data</p>	<p>Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.</p>
<p>Paper documents containing confidential information requiring special handling (e.g. protected health information)</p>	<p>On-site shredding by a method that renders the Data unreadable, pulping, or incineration</p>
<p>Optical discs (e.g. CDs or DVDs)</p>	<p>Incineration, shredding, or cutting/breaking into small pieces.</p>
<p>Magnetic tape</p>	<p>Degaussing, incinerating or crosscut shredding</p>

Exhibit B A-19 Invoice Voucher

FORM A 19-1A <small>(Rev. 5/91)</small>	STATE OF WASHINGTON INVOICE VOUCHER
------------------------------------------------------	-----------------------------------------------

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.

AGENCY NAME
HEALTH CARE AUTHORITY Division of Behavioral Health and Recovery (DBHR) Offender Reentry Community Safety Program PO Box 42730; Olympia, WA 98504 acctspay@hca.wa.gov

INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the discrimination on the grounds of race, creed, color, national origin, sex or age.

VENDOR OR CLAIMANT (Warrant is to be payable to)
Contract #:

BY <u>See attached Invoice</u>	
(SIGN IN INK)	
(TITLE)	(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Services Contract Payments to I.R.S.)										RECEIVED BY				DATE RECEIVED	
DATE	DESCRIPTION								QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE		
Budget															
	<i>Community Pre-Release Services</i>										\$ 400.00				
	<i>Pre-Release Engagement Services</i>										\$ 800.00				
	<i>Extended Pre-Release Engagement Services</i>										\$ 600.00				
	<i>Ongoing Services, Medicaid</i>										\$ 1,000.00				
	<i>Ongoing Services, Non-Medicaid</i>										\$ 1,200.00				
Total	TOTAL THIS INVOICE														
PREPARED BY					TELEPHONE NUMBER			DATE		AGENCY APPROVAL				DATE	
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.			REF. DOC. NO.		VENDOR NUMBER			VENDOR MESSAGE		JUSE TAX	UBI NUMBER
REF	TRANS	FUND	MASTER INDEX		SUB	SUB	ORG	WORKCLASS	COUNTY	CITY/TOWN		SUB	PROJ		
DOC			APPN	PROGRAM	SUB	SUB			BUDGET						
SUF	CODE		INDEX	INDEX	OBJ	OBJECT	INDEX	ALLOC	UNIT	MOS	PROJECT	PROJ	PHAS		INVOICE NUMBER
															\$0.00
ACCOUNTING APPROVAL FOR PAYMENT										DATE		WARRANT TOTAL		WARRANT NUMBER	
												\$0.00			

-A19A-11-

Exhibit D

Offender Reentry Community Safety Program (ORCSP) Program Guidelines and Expectations for Program Participants (Template)

WA State Health Care Authority (HCA)
Division of Behavioral Health and Recovery (DBHR)
Offender Reentry Community Safety Program (ORCSP)
Program Guidelines and Expectations for Program Participants

This program is in place to provide support to you in your transition from prison and to help you be successful in remaining out of prison, maintaining your mental health, and getting well on the road to becoming a productive citizen.

This agency receives funding to administer the ORCSP program for individuals who have been selected for participation. This funding is utilized to help the individuals based on need and active program participation. While this funding is available to your mental health agency to help support you for a 60-month period, there are expectations you must meet in order to benefit from these funds. The ORCSP funds provided to **this agency** can be used, as determined by **the agency**, to help you as you work towards increasing your capacity to live successfully and independently in the community. If it appears you are requesting ORCSP funds for any other purpose, the funding can be withheld at any time.

Program funding may assist you in locating and maintaining appropriate housing. This assistance may be in the form of screening fees, deposits or ongoing rental assistance. Upon release and until you begin to receive Supplemental Security Income (SSI) from the Social Security Administration (SSA) (if you are eligible), we pay 100% of the rent. Over the five years of the program your portion of responsibility will increase at the following rates.

Once you receive SSI	50%
3 rd year	60%
4 th year	70%
5 th year	80%

If ORCSP funds are utilized to pay (or assist in paying) your rent, then all overnight guests need prior approval by your clinician and there will be no drugs or alcohol allowed on the premises. Failure to comply with these rules may result in immediate stoppage of ORCSP funds for housing.

ORCSP can also assist you with some other basic needs. One task that you will participate in with your case manager will be to develop a monthly budget. The budget may include items such as hygiene supplies, food, bus passes and assistance with reasonable and approved monthly utility bills.

Utilities that may be covered include: electricity, gas or other power sources, DSHS assurance phone minutes, garbage, water, or sewer. You may work with your case manager to submit reasonable requests for clothing on a quarterly basis. Reasonable requests for furnishings may be made annually in the same manner. An agency staff member will need to be present at the time of any purchases. ORCSP funds are not distributed to you directly by cash, check, or any other form.

All requests are dependent first upon your own ability to pay for the requested item. You are required to provide proof of your income (i.e. Award letter from DSHS/SSA, Pay Stubs, and other proof of income or denial of funding). Your individual funds are utilized before ORCSP funds can be requested and /or provided. The requests for support are also contingent upon your consistent participation in the program and making progress on your treatment plan goals as outlined below. Basic needs assistance as well as any assistance with monthly bills will decrease over time in a similar way as rental assistance.

The following are expectations of ORCSP participants at this agency in order to continue to receive the services and supports of the program:

- You must remain in compliance with probation if you are on probation. We will be in communication with your community corrections officer and DOC ORCSP liaison.
- You must attend and complete an intake assessment at **this agency** within 7 days of release. The ORCSP manager will arrange this appointment for you. You will be provided the date/time of the intake appointment. At this time you will be assigned to a case manager and/or therapist.
- You will then meet with your case manager and/or therapist as often as they recommend. Usually, at the beginning of services appointments weekly be 1-2 times per week, as we help you transition into the community, including getting settled into housing, and buying necessary supplies and clothing (as needed). The minimum requirements to remain engaged in and receiving funds from this program is to meet with your clinician one time per month, when it has been approved for you to do so and to enroll, access, and participate in recommended mental health services (which may include case management, therapy, group services and chemical dependency services). If you miss more than two appointments, you will receive a warning for non-compliance with program guidelines. If you continue to not actively participate in services, you will stop receiving funds from this program.
- You are responsible for maintaining housing. Should you lose housing or receive an eviction notice, it is **YOUR** responsibility to secure new housing. Case managers may provide support by directing you to community resources.
- **This agency** does not tolerate violent or threatening behavior. These behaviors place you at risk of immediate termination from the ORCS Program at **this agency**.

- If you do not have Medicaid, the ORCSP funds will pay for mental health treatment at this facility before being used for any other purpose, as determined by the agency.

I have read and understand the rules and guidelines of the ORCS Program.

Consumer Name

Consumer Signature

Date

Agency Case Manager or Therapist

Date