

	<b>PROFESSIONAL SERVICES CONTRACT for Designated Crisis Responder Training</b>	HCA Contract Number: K7383
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**THIS CONTRACT** is made by and between the Washington State Health Care Authority, (HCA) and Washington Association of Designated Crisis Responders, (Contractor).

<b>CONTRACTOR NAME</b> Washington Association of Designated Crisis Responders				
<b>CONTRACTOR ADDRESS</b>   Street 8213 NW 12th Avenue	City Vancouver	State WA	Zip Code 98665-6990	
<b>CONTRACTOR CONTACT</b>	<b>CONTRACTOR TELEPHONE</b>	<b>CONTRACTOR E-MAIL ADDRESS</b>		
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

<b>HCA PROGRAM</b> Adult Involuntary Treatment Team (AITT)	<b>HCA DIVISION/SECTION</b> Division of Behavioral Health and Recovery
<b>HCA CONTACT NAME AND TITLE</b>	<b>HCA CONTACT ADDRESS</b> Health Care Authority 626 8th Avenue SE P.O. Box 42730 Olympia, WA 98504-2730
<b>HCA CONTACT TELEPHONE</b>	<b>HCA CONTACT E-MAIL ADDRESS</b>

<b>CONTRACT START DATE</b> Date of Execution	<b>CONTRACT END DATE</b> September 30, 2030	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> \$32,500
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<b>PURPOSE OF CONTRACT:</b> Develop and deliver comprehensive statewide training for Designated Crisis Responders (DCRs) on the wide range of legal responsibilities, risks, and both common and emerging challenges; and provide ongoing DCR supervisor support to DCR offices statewide through timely dissemination of procedural updates and responsive problem-solving assistance.
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The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

<b>CONTRACTOR SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE SIGNED</b>
<b>HCA SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE SIGNED</b>

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## Recitals

The Washington State Health Care Authority (HCA) posted a Notice of Intent to award a Sole Source Contract to Washington Association of Designated Crisis Responders on the Washington Electronic Business Solution (WEBS) website from May 23, 2025, to June 9, 2025, and also posted the proposed Sole Source Contract on the HCA website from May 23, 2025, to June 16, 2025.

HCA also filed the proposed Sole Source Contract and required documentation in the Sole Source Contract Database on May 23, 2025, which was fifteen (15) or more working days prior to the Contract start date. The Department of Enterprise Services (DES) reviewed and approved the filing on [TBD].

THEREFORE, HCA and Washington Association of Designated Crisis Responders enter into this Contract, the terms and conditions of which will govern Contractor's providing to HCA the Designated Crisis Responder (DCR) training and DCR supervisor support services.

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 Attachment 1, *Statement of Work*.

### 2. **DEFINITIONS**

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

**"Budget Period"** means the interval of time into which the Contract term is divided for budgetary or funding use.

**"Business Associate"** means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity as defined in 45 C.F.R. 160.103, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

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

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

**“Confidential Information”** means information that is exempt from Disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as “Data”.

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

**“Contracts Administrator”** means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

**“Contractor”** means Washington Association of Designated Crisis Responders, 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.

**“Data”** means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract.

**“Designated Crisis Responder”** or **“DCR”** means a mental health professional appointed by the county, by an entity appointed by the county, or by the authority in consultation with a federally recognized Indian tribe or after meeting and conferring with an Indian health care provider, to perform the duties specified in RCW 71.05.

**“Designated Crisis Responder Academy”** or **“DCR Academy”** means the comprehensive training curated and developed by Contractor’s board of elected expert DCRs to address the training needs and requirements applicable for the DCR workforce.

**“Disclosure”** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

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

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

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

**“Health Insurance Portability and Accountability Act of 1996”** or **“HIPAA”** means, as codified at 42 USC 1320d-8, as amended, and its attendant Regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services (CMS), the HHS Office of the Inspector General, and the HHS Office for

Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

**“Individual(s)”** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

**“Information and Communication Technology” or “ICT”** means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

**“Involuntary Treatment Act” or “ITA”** Is a collection of state and federal laws that provide the statutory framework for civil investigation, evaluation, detention, and commitment of individuals experiencing a mental health or substance use crisis whose symptoms are so acute that the individual may need to be treated on an involuntary basis in an Evaluation and Treatment facility (E&T) or Secure Withdrawal Management and Stabilization facility (SWMS).

**“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.

**“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 (including or excluding zip code), telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

**“Proprietary Information”** refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other Proprietary Information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor’s Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

**“Protected Health Information” or “PHI”** means information that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or past, present or future payment for provision of health care to an Individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe, can be used to identify the Individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium.

45 C.F.R. 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)..

**“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/>.

**“Regulation”** means any federal, state, or local Regulation, rule, or ordinance.

**“Senior Designated Crisis Responder”** means a Designated Crisis Responder assigned by the Contractor with experience training other DCRs during onboarding.

**“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 Attachment 1 hereto.

**“Subcontract”** means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

**“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”** means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As 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.

**“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. SPECIAL TERMS AND CONDITIONS**

#### **3.1 PERFORMANCE EXPECTATIONS**

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

- 3.1.1 Knowledge of applicable state and federal laws and Regulations pertaining to subject of Contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;

- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; 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 date of last signature, and continue through September 30, 2030, unless terminated sooner as provided herein.
- 3.2.2 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 parties determined the cost of accomplishing the work herein will not exceed \$32,500 through the Budget Period that ends September 30, 2025, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.
- 3.3.2 Additional Budget Periods are contingent on the following:
  - A Satisfactory performance of the Contractor as determined by the HCA Contract Manager; and
  - B Acceptance and approval of all invoices and deliverables by the HCA Contract Manager; and
  - C Subject to the availability of funds, including authority and allotment; and
  - D Approval by Washington State Department of Enterprise Services; and
  - E A Contract Amendment signed by the parties' authorized representatives.



### 3.3.3 Budget Period Table

Budget Period	Date Range	Amount
Budget Period 1	Date of Execution – September 30, 2025	\$32,500
<b>Total Maximum Contract Amount</b>		<b>\$32,500</b>

3.3.4 Contractor's compensation for services rendered will be based on the schedule set forth in Attachment 1, *Statement of Work*.

3.3.5 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, Regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

## 3.4 INVOICE AND PAYMENT

3.4.1 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>.

3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.

3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.

3.4.4 Invoices must be submitted to [zephyr.forest@hca.wa.gov](mailto:zephyr.forest@hca.wa.gov) with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

- A The HCA Contract number;
- B Contractor name, address, phone number;
- C Description of services;
- D Date(s) of delivery;
- E Net invoice price for each item;
- F Applicable taxes;
- G Total invoice price; and
- H Any available prompt payment discount.

- 3.4.5 HCA will return incorrect or incomplete invoices for correction and reissue. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.
- 3.4.6 Contractor must submit properly itemized invoices within forty-five (45) calendar days of a deliverable due date, the last day of the month of service, or if invoicing quarterly, within forty-five (45) calendar days of the last day of the quarter for which Contractor seeks payment.

If the Contract is identified as funded by a federal grant, Contractor must submit all invoices within forty-five (45) calendar days of the end of the grant fiscal year.

- 3.4.7 Upon expiration, suspension, or termination of the Contract, invoices for work performed or allowable expenses incurred after the start of the Contract and prior to the date of expiration, suspension, or termination must be submitted by the Contractor within forty-five (45) calendar days. HCA is under no obligation to pay invoices submitted forty-six (46) or more calendar days after the Contract expiration, suspension, or termination date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion.

### 3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

- 3.5.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.
- 3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.
- 3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

<b>CONTRACTOR Contract Manager Information</b>		<b>HEALTH CARE AUTHORITY Contract Manager Information</b>	
Name:		Name:	
Address:	8213 NW 12th Avenue Vancouver, WA 98665-6990	Address:	626 8th Avenue SE P.O. Box 42730 Olympia, WA 98504-2730
Phone:		Phone:	
Email:		Email:	

### 3.6 LEGAL NOTICES

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

3.6.1 In the case of notice to the Contractor:

**Attention:**

Washington Association of Designated Crisis Responders  
8213 NW 12th Avenue  
Vancouver, WA 98665-6990

3.6.2 In the case of notice to HCA:

**Attention:** Contracts Administrator

Health Care Authority  
Division of Legal Services  
Post Office Box 42702  
Olympia, WA 98504-2702  
[contracts@hca.wa.gov](mailto:contracts@hca.wa.gov)

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

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

### 3.7 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

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

3.7.1 Applicable Federal and State of Washington statutes and Regulations;

3.7.2 Recitals;

3.7.3 Special Terms and Conditions;

3.7.4 General Terms and Conditions;

3.7.5 Attachment 1, Statement of Work; and

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

### **3.8 INSURANCE**

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

#### **3.8.1 Commercial General Liability Insurance Policy**

Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.

#### **3.8.2 Business Automobile Liability**

In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

#### **3.8.3 Professional Liability Errors and Omissions**

Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.

#### **3.8.4 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.

#### **3.8.5 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 insureds 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.

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

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

### **4.1 ACCESS TO DATA**

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any Data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, Regulation, or agreement and 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 ACCESSIBILITY**

#### **4.2.1 Requirements and Standards**

Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including Washington State IT Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the Regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

#### **4.2.2 Documentation**

Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.

#### **4.2.3 Remediation**

If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1, *Requirements and Standards*, and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will

promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

#### **4.2.4 Indemnification**

Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with this section.

### **4.3 ADVANCE PAYMENT PROHIBITED**

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

### **4.4 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.

### **4.5 ASSIGNMENT**

4.5.1 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 4.36, *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 4.5.1 of the Contract will be null and void.

4.5.2 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.

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

### **4.6 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.

#### **4.7 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.

#### **4.8 CONFLICT OF INTEREST**

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's written approval prior to commencing such activities.

#### **4.9 CONFORMANCE**

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### **4.10 COVERED INFORMATION PROTECTION**

- 4.10.1 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 HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.
- 4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not 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.
- 4.10.3 Contractors that come into contact with PHI may be required to enter into a BAA with HCA in compliance with the requirements HIPAA, Pub. L. 104-191, as amended.
- 4.10.4 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.

4.10.5 The obligations set forth in this section will survive completion, cancellation, expiration, or termination of this Contract.

#### **4.11 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.

#### **4.12 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.

#### **4.13 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.

#### **4.14 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.

4.14.1 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.

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

- A Be in writing;
- B Include a written description of the dispute;
- C State the relative positions of the parties and the remedy sought; and
- D State the Contract Number and the names and contact information for the parties.

4.14.3 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.

#### **4.15 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 4.46, *Warranties*.

#### **4.16 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.

#### **4.17 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:

- 4.17.1 Terminate this Contract pursuant to Section 4.41.3, *Termination for Non-Allocation of Funds*;
- 4.17.2 Renegotiate the Contract under the revised funding conditions; or
- 4.17.3 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.
  - A During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - B When HCA determines 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.
  - C 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.

#### **4.18 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 11<sup>th</sup> Amendment to the United States Constitution.

#### **4.19 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.90.040. 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.

#### **4.20 INDEMNIFICATION**

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, 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.

#### **4.21 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.

#### **4.22 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**

##### **4.25.1 Nondiscrimination Requirement**

During the term of this Contract, Contractor, including any Subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §2000e et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Contractor, including any Subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or Subcontractor, has a collective bargaining or other agreement.

##### **4.25.2 Obligation to Cooperate**

Contractor, including any Subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any Subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

##### **4.25.3 Default**

Notwithstanding any provision to the contrary, HCA may suspend Contractor, including any Subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until HCA receives notification that Contractor, including any Subcontractor, is cooperating with the investigating state agency. In the event Contractor, or Subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), HCA may terminate this Contract in whole or in part, and Contractor, Subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or Subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

##### **4.25.4 Remedies for Breach**

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, Subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under RCW 49.60. HCA shall have the right to deduct from any monies due to Contractor or Subcontractor, or that thereafter become due, an amount for damages Contractor or Subcontractor will owe HCA for default under this provision.

#### **4.26 OVERPAYMENTS TO THE 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 4.14, *Disputes*.

#### **4.27 PAY EQUITY**

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed Substitute Senate Bill 5187, Section 919 (2023 session)), 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) calendar 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 DOCUMENT 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 C.F.R. 431, Subpart Q; and 42 C.F.R. 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 produced pursuant to this Contract (collectively “Work Product”) will be considered a “*work made for hire*” as defined under the U.S. Copyright Act of 1976 and Title 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 made for hire*” under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.3 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 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.

#### **4.34 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.

#### **4.35 SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS**

- 4.35.1 Pursuant to Executive Order 22-01, Equity in Public Contracting (dated 01/07/2022), this Contract is subject to compliance tracking using the State's business diversity management system, ("Access Equity") (B2Gnow). Access Equity is an online portal and can be accessed at the Office of Minority and Women's Business Enterprises website at <https://omwbe.diversitycompliance.com/>.
- 4.35.2 Contractor and all required Subcontractors shall report and confirm receipt of payments made to Contractor and each required Subcontractor through Access Equity. For Access Equity technical assistance, Contractor may contact the HCA Office of Contracts and Procurement at [hcacontracts@hca.wa.gov](mailto:hcacontracts@hca.wa.gov).
- 4.35.3 User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. HCA reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any Subcontractor regardless of status as a certified Minority/Women Business Enterprise (MWBE) or Non-MWBE.
- 4.35.4 Contractor shall:
- 4.35.5 Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) calendar days after receiving the initial system notification.



- 4.35.6 Complete required user training (i.e., two hour-long online sessions) no later than twenty (20) calendar days after receiving the initial system notification from Access Equity.
- 4.35.7 Report the amount and date of all payments (i) received from HCA, and (ii) paid to Subcontractors, no later than thirty (30) calendar days after issuance of each payment made by HCA to the Contractor, unless otherwise specified in writing by HCA. Notwithstanding the foregoing, Contractor shall mark as “Final” and report the final Subcontractor payment(s) into Access Equity no later than thirty (30) days after the final payment is due to the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of the then-relevant state fiscal year (June 30).
- 4.35.8 Monitor contract payments and respond promptly to any reasonable requests or instructions from HCA or system-generated messages to update or provide additional information electronically in Access Equity.
- 4.35.9 Coordinate with Subcontractors, or HCA, when necessary, to resolve promptly any discrepancies between reported and received payments.
- 4.35.10 Require each Subcontractor to: (i) register in Access Equity and complete the required user training within fifteen (15) and twenty (20) calendar days, respectively, after receiving the initial system notification; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or HCA when necessary, to resolve promptly any discrepancies between reported and received payments.

#### **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 *Covered Information Protection*, *Contractor's Proprietary Information*, *Disputes*, *Overpayments to Contractor*, *Publicity*, *Records and Documents Review*, and *Rights in Data/Ownership*, 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 4.14, *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:
  - A Stop work under the Contract on the date of, and to the extent specified in, the notice;
  - B 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;
  - C 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;
  - D 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;
  - E Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

- F Complete performance of any part of the work that was not terminated by HCA; and
- G 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 TRANSITION OBLIGATIONS**

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

#### **4.42 TREATMENT OF ASSETS**

##### **4.42.1 Ownership**

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

##### **4.42.2 Use of Property**

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

##### **4.42.3 Damage to Property**

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors.

Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

#### 4.42.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

#### 4.42.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

### 4.43 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.

### 4.44 WARRANTIES

4.44.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.

4.44.2 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.

4.44.3 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor 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. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.44.4 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: STATEMENT OF WORK**

**Budget Period 1: Date of Execution – September 30, 2025**

### **1 PURPOSE**

Washington Association of Designated Crisis Responders (Contractor), is a non-profit board of expert Designated Crisis Responders (DCRs) elected by their peers. Contractor shall utilize the cumulative professional experience of their board members, Contractor's previous experience in developing and presenting DCR training, and any changes or challenges DCRs must address in the field to determine the current training needs of DCRs in Washington State. Contractor shall curate a comprehensive training, the Designated Crisis Responder Academy (DCR Academy), ensuring the identified training needs are sufficiently addressed to prepare DCRs for work in the field. Contractor shall provide additional on-going DCR supervisor support through conference call meetings by presenting procedural updates, supporting problem solving, and facilitating collaboration among the Washington DCR offices.

Contractor will provide at least two DCR Academy training events and four DCR support services meetings (one every three months) in each twelve-month period.

### **2 CURRICULUM REVIEW AND DEVELOPMENT**

Contractor shall utilize its professional expertise and case presentation experience in executing the duties of a Designated Crisis Responder (DCR) to develop and maintain a curriculum specific to the duties and legal responsibilities of Washington State DCRs. At minimum, curriculum development must include and take into consideration the following:

- 2.1 Review and assessment of previous training sessions to identify areas in need of revision, either for development or to realign the focus of the content as needed.
- 2.2 Identification of new legislation, policies, topics, and/or common challenges to be added.
- 2.3 Determination of what content is necessary to ensure the training addresses the current and cumulative needs of Washington State DCRs. This must include, but is not limited to, the following:
  - 2.3.1 All legal requirements relating to the duties of DCRs including, but not limited to, the following:
    - 2.3.1.1 ITA -related statutes;
    - 2.3.1.2 Referral considerations;
    - 2.3.1.3 The rights of an individual being investigated;
    - 2.3.1.4 ITA investigation;
    - 2.3.1.5 Petition writing;
    - 2.3.1.6 Legal processes and procedures;
    - 2.3.1.7 Notification of suspension of the right to possess firearms; and
    - 2.3.1.8 Potential legal impacts of common circumstances when working as a DCR.



- 2.3.2 The appropriate application of the Involuntary Treatment Act and related procedures, including:
  - 2.3.2.1 Ethical practices for investigating, evaluating, and detaining an individual under the ITA;
  - 2.3.2.2 New legislation or legislative changes to the ITA;
  - 2.3.2.3 Determining the presence of a behavioral health disorder;
  - 2.3.2.4 Determining dangerousness and/or grave disability including:
    - a. Assessment of risk associated with substance use;
    - b. The individual's access to firearms and other weapons; and
    - c. Non-emergent or imminent dangerousness.
  - 2.3.2.5 How to mitigate the possibility of legal and administrative errors during evaluation, investigation, and detention procedures of the ITA; and
  - 2.3.2.6 Identifying and overcoming gaps in the ITA procedures which may cause undue harm to an individual experiencing a behavioral health crisis;
- 2.3.3 Best practices for identifying appropriate levels of care and alternatives to detention for an individual who may be experiencing a behavioral health crisis, including but not limited to:
  - 2.3.3.1 Family initiated treatment for minors;
  - 2.3.3.2 Voluntary admission to behavioral health treatment;
  - 2.3.3.3 Referral to mobile crisis or assisted outpatient; and
  - 2.3.3.4 Joel's Law education.
- 2.3.4 Best practices to ensure the services are provided appropriately for youth, individuals with developmental disabilities, and elderly.
- 2.3.5 Best practices for maintaining the safety of self and others while evaluating, investigating, and detaining individuals experiencing a behavioral health crisis; and
- 2.3.6 Any other subjects suggested by Contractor and approved through coordination with the HCA Contract Manager.
- 2.4 Selection of appropriate subject matter experts to present on each training topic, coordinating with other agencies and/or organizations as needed.
- 2.5 Review and assessment of all training content and materials to be presented in each DCR Academy session for accuracy and value, including content created by Contractor and any content created and/or presented by external subject matter experts.
- 2.6 Coordination with the HCA Contract Manager to ensure the training meets the needs and expectations of HCA.

### 3 FACILITATE AND PRESENT DCR ACADEMY SESSIONS

Contractor shall facilitate and present one (1) DCR Academy for DCRs, or individuals designated by their agencies to become DCRs. This must include logistics related to the presentation of the training as follows:

- 3.1 The DCR Academy sessions must be presented over the course of five (5) consecutive days and consist of no less than forty (40) training hours in total.
- 3.2 Provide for the attendance of at least one HCA staff representative at the DCR Academy.
- 3.3 Ensure the registration requirements include participant profession, licensure, DCR status, and affiliated Behavioral Health Agency (BHA) or Tribe, if applicable.
- 3.4 No less than three (3) Business Days prior to the first day of the DCR Academy, Contractor shall review with the HCA Contract Manager all registrations which do not meet the registration requirements identified in Section 3, *Facilitate and Present DCR Academy Sessions*, subsection 3.3 above.
- 3.5 Provide for the attendance of any individual requested by the HCA Contract Manager.
- 3.6 Ensure the attendance of a minimum of one (1) DCR board member throughout the duration of each DCR Academy to provide clarification, further elaboration on the training presented and/or provided materials, and answer participant questions.
- 3.7 Contractor is responsible for everything necessary to facilitate the DCR Academy including but not limited to the following:
  - 3.7.1 Participant registration process;
  - 3.7.2 Accessibility accommodation process and notification of accommodation availability to all attendees and presenters;
  - 3.7.3 All necessary audio-visual equipment;
  - 3.7.4 All necessary Remote Access Media licenses, equipment, and technology;
  - 3.7.5 Curriculum, presenters, materials, and other necessary personnel; and
  - 3.7.6 Any fees associated with materials or speakers.
- 3.8 Provide four (4) hours at the beginning of the first day of training to allow the HCA Contract Manager, or designee, to address the training participants on HCA's sponsorship and support of the DCR Academy along with ITA history, and current Washington State ITA statutes and utilization.
  - 3.8.1 Coordinate with the HCA Contract Manager, or designee, to ensure the information presented correlates with the rest of the DCR Academy presentation.
- 3.9 Distribute, collect, and summarize the DCR Academy participant evaluations. The resulting summary must be submitted to the HCA Contract Manager as part of the DCR Academy final training report.

- 3.10 Provide reasonable accommodation for individuals involved with or participating in the DCR Academy sessions who have requested accommodation to ensure equal access to all aspects of the DCR Academy.

#### **4 DCR ACADEMY FINAL TRAINING REPORT**

Within thirty (30) calendar days of completion of the DCR Academy, Contractor must submit a final training report to the HCA Contract Manager, which must include:

- 4.1 Names and affiliations of all participants;
- 4.2 A summary of participant evaluations;
- 4.3 Suggested improvements for future DCR Academies for HCA's consideration;
- 4.4 A summary of any issues that occurred concerning participants, presenters, or facilitation of the DCR Academy;
- 4.5 Documentation verifying notification was sent to all possible attendees, subcontractors, and presenters participating in the DCR Academy sessions regarding the availability of accommodations for access to the sessions; and
- 4.6 A list of each accommodation request and the resulting actions taken by the Contractor to ensure equal access for all those involved which have requested accommodation.
  - 4.6.1 Contractor must ensure no personal information regarding the requestor or the accommodation is included in the report. Any individual receiving accommodation shall remain anonymous within the report.

#### **5 DCR SUPERVISOR SUPPORT SERVICES**

Contractor shall host two (2) conference call meetings to provide ongoing support services for applicable DCR supervisory staff across Washington State to distribute new information regarding DCR procedures and support collaboration among DCR offices to address common challenges.

Contractor must ensure ongoing DCR supervisor support is provided as follows:

##### **5.1 Agenda Development**

Contractor shall utilize their knowledge of the DCR Academy training and understanding of the DCR responsibilities and workforce needs to track and identify the ongoing training needs as they develop between DCR Academy training sessions. This must include:

- 5.1.1 Identifying new and updated policies, laws, and best practices related to the duties of DCRs;
- 5.1.2 Compiling common and emerging challenges faced by DCRs working in the field;
- 5.1.3 Solicitation of agenda items from all Washington DCR offices and the HCA Contract Manager; and
- 5.1.4 Ensuring a five (5) to ten (10) minute period in the agenda is provided for an HCA staff representative to speak to participants.

## 5.2 Facilitation

- 5.2.1 Meeting notification and agenda must be provided to all Washington DCR offices and the HCA Contract Manager at least five (5) Business Days prior to each conference call meeting;
- 5.2.2 Information regarding accessibility accommodation must be provided to all participants and/or individuals invited, including notice of the availability of reasonable accommodation and how to request accessibility accommodation.
- 5.2.3 Provide reasonable accommodation for individuals involved with, or participating in, the meeting as requested, to ensure equal access to all aspects of the meeting.

## 5.3 Presentation

Each DCR supervisor support meeting must last a minimum of forty-five (45) minutes and address the developing training needs of the DCR workforce. This must include, but is not limited to, the following:

- 5.3.1 Presentation of new and updated policy, laws, and best practices, ensuring any correlating impact on the legal responsibilities and duties required of DCRs are addressed.
- 5.3.2 Provide technical guidance and support collaborative problem solving with Washington DCR offices to review and address common challenges faced by the DCR workforce.
- 5.3.3 Utilize Contractor's subject matter expertise to address the topics and issues solicited from the DCR offices and HCA Contract Manager providing additional education, collaboration, or technical support as needed.

## 5.4 Meeting Minutes

- 5.4.1 Contractor shall document the information presented and any resulting discussion or action items in the meeting minutes. This must include, but is not limited to, the following:
  - 5.4.1.1 The new and updated policies, laws, and best practices shared, and the training provided to address the impact those changes will have for the DCR workforce;
  - 5.4.1.2 An outline of the challenges reviewed, the guidance and support provided, and any solutions resulting from collaboration during the meeting.
  - 5.4.1.3 A summary of the action items identified during the meeting, including the parties responsible and any related due dates or deadlines.
- 5.4.2 Contractor will disseminate the completed meeting minutes to all Washington State DCR offices and the HCA Contract Manager no more than fourteen (14) calendar days following each DCR supervisor support services meeting.

## 6 DCR SUPERVISOR SUPPORT SERVICES REPORT

Within fourteen (14) calendar days of completion of each DCR Supervisor Support Services meeting, Contractor must provide to the HCA Contract Manager a Supervisor Support Services Report, to include:

- 6.1 Names and affiliations of all participants;
- 6.2 Meeting minutes as outlined in Section 5.4, *Meeting Minutes*, above; and,
- 6.3 A list of each accommodation requests and the resulting actions taken by the Contractor to ensure equal access for all those involved which have requested accommodation. The individuals receiving accommodation shall remain anonymous in this report.

## 7 DELIVERABLES TABLE

Deliverable	Due Date	Payment
<ul style="list-style-type: none"><li>• DCR Academy Training x1</li><li>• Final Training Report</li><li>- see SOW sections 2, 3, and 4 above</li></ul>	September 30, 2025	\$30,000
<ul style="list-style-type: none"><li>• DCR Supervisor Support Services Meeting x2</li><li>• DCR Supervisor Support Services Report</li><li>- see SOW sections 5 and 6 above</li></ul>	July 31, 2025	\$1,250
	September 30, 2025	\$1,250
<b>Total Maximum Contract Amount</b>		<b>\$32,500</b>