

|                                                                                   |                                               |                                                                                                                               |
|-----------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|  | <b>PROFESSIONAL SERVICES<br/>CONTRACT for</b> | HCA Contract Number: K<br>Resulting from Solicitation Number (If applicable): 2025HCA11<br>Contractor/Vendor Contract Number: |
|-----------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

**THIS CONTRACT** is made by and between the 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?<br><input type="checkbox"/> YES <input type="checkbox"/> NO |                      |                                    |       |          |

|                                   |                                                                                                               |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------|
| HCA PROGRAM                       | HCA DIVISION/SECTION                                                                                          |
| HCA CONTACT NAME AND TITLE        | HCA CONTACT ADDRESS<br>Health Care Authority<br>626 8th Avenue SE<br>P.O. Box _____<br>Olympia, WA 98504-____ |
| HCA CONTACT TELEPHONE<br>360-725- | HCA CONTACT E-MAIL ADDRESS                                                                                    |

|                      |                   |                               |
|----------------------|-------------------|-------------------------------|
| CONTRACT START DATE  | CONTRACT END DATE | TOTAL MAXIMUM CONTRACT AMOUNT |
| PURPOSE OF CONTRACT: |                   |                               |

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.

|                      |                        |             |
|----------------------|------------------------|-------------|
| CONTRACTOR SIGNATURE | PRINTED NAME AND TITLE | DATE SIGNED |
| HCA SIGNATURE        | PRINTED NAME AND TITLE | DATE SIGNED |

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### **Attachments**

Attachment 1: HCA RFP 2025HCA11

Attachment 2: Contractor Response to HCA RFP 2025HCA11

### **Schedules**

Schedule A: Statement of Work  
Schedule B: Pre-Program Activities  
Schedule C: Start-up and Ramp-up Activities

### **Exhibits**

Exhibit A: Core Provider Agreement  
Exhibit B: Sublease Agreement  
Exhibit C: Bed Tracker Monthly Reporting Form  
Exhibit D: Bed Rate Policy  
Exhibit E: Explanation of Non-Admittance

## Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Proposals (RFP) dated [date], (Attachment 1) for the purpose of purchasing [describe services being purchased] services in accordance with its authority under chapters 39.26 and 41.05 RCW.

[Contractor Name] submitted a timely Response to HCA's RFP #2025HCA11 (Attachment 2).

HCA evaluated all properly submitted Responses to the above-referenced RFP and has identified [Contractor Name] as the Apparent Successful Bidder.

HCA has determined that entering into a Contract with [Contractor Name] will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to [Contractor Name] this Contract, the terms and conditions of which will govern Contractor's providing to HCA the [describe services being purchased - purpose of the contract] 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 *Schedule A: Statement of Work*.

### 2. **DEFINITIONS**

"Admission" or "Admit" means a decision by a physician, physician assistant, or psychiatric advanced registered nurse practitioner that a person should be examined or treated as a patient in a hospital.

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

"American Society of Addiction Medicine" or "ASAM" – means a comprehensive set of guidelines for determining placement, continued stay and transfer or discharge of Enrollees with Substance Use Disorder and co-occurring disorder.

"Behavioral Health Administrative Services Organization" or "BH-ASO" means any county authority or group of county authorities or other entity recognized by the state to administer behavioral health services in a defined region.

"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, 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.

"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.

"C.F.R." means the Code of Federal Regulations. 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>.

"Client" means an individual who is eligible for or receiving services through HCA program(s).

"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 comprises both Category 3 and Category 4 Data as described in Attachment 4, Section 3 Data Classification, which 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".

"Co-Occurring, Mental Health and Intellectual, Developmental Disability(ies)" - means the coexistence of a mental health disorder and an intellectual and/or development disability(ies). Co-occurring treatment provides an integrated program to meet the needs for both mental health and intellectual disability/developmental disabilities. [May be removed depending on program modality]

"Co-Occurring, Mental Health and Substance Use Disorder" - means the coexistence of both a mental health and a substance use disorder. Co-occurring treatment is a unified treatment approach intended to treat both disorders within the context of a primary treatment relationship or treatment setting. [May be removed depending on program modality]

"Core Provider Agreement" means an agreement with the Health Care Authority (HCA) to administer medical assistance and medical care programs for eligible clients. HCA provides medical assistance or medical care to certain eligible clients by enrolling eligible providers of medical services. HCA reimburses enrolled eligible providers for covered medical services, equipment, and supplies they provide to eligible clients.

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

"Contract Administrator" means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

"Contract Manager" means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

"Contractor" means [Contractor Name], 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” has the same meaning as defined in 45 C.F.R. 160.103.

“Cultural Humility” means the continuous application in professional practice of self reflection and self-critique, learning from patients, and partnership-building, with an awareness of the limited ability to understand the patient’s worldview, culture(s), and communities.

“Culturally Appropriate Care” means health care services provided with Cultural Humility and an understanding of the patient’s culture and community, and informed by Historical Trauma and the resulting cycle of Adverse Childhood Experiences (ACEs).

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

“Discharge” means the termination of hospital medical authority. The commitment may remain in place, be terminated, or be amended by court order.

“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.

“Electronic Protected Health Information” or “ePHI” means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

“Evaluation and Treatment Facility” or “E&T” means any facility which can provide directly, or by direct arrangement with other public or private agencies, emergency evaluation and treatment, outpatient care, and timely an appropriate inpatient care to persons suffering from a mental disorder, and which is licensed or certified as such by the department. [May be removed depending on program modality]

“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.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act). HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

“Individual(s)” means Patients admitted to the program under the Involuntary Treatment Act (RCW 71.05.280) for up to 90- or 180- days of inpatient psychiatric treatment, or longer. Under RCW 71.05.280, Individuals being treated may have a mental disorder, be gravely disabled, and/or present a likelihood of serious harm as defined in RCW 71.05.020 respectively).

“King County Integrated Care Network” or “KCICN” means a partnership between King County Behavioral Health and Recovery Division (BHRD) and community-based agencies that provide

access to behavioral health services for King County residents who are eligible for Medicaid and have a significant behavioral health condition.

“Licensed Service Provider” or “licensed” means an entity licensed according to this chapter or chapter 71.05 or 70.96A RCW or an entity deemed to meet state minimum standards as a result of accreditation by a recognized behavioral health accrediting body recognized and having a current agreement with the department, or tribal attestation that meets state minimum standards, or persons licensed under chapter 18.57, 18.57A, 18.71, 18.71A, 18.83, or 18.79 RCW, as it applies to registered nurses and advanced registered nurse practitioners

“Limited Data Set(s)” means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

“Managed Care Organization” or “MCO” means an organization having a certificate of authority or certificate of registration from the Washington State Office of Insurance Commissioner that contracts with HCA under a comprehensive risk contract to provide prepaid health care services to HCA enrollees under HCA managed care programs.

“Medical Necessity” means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the recipient that; endanger life, cause pain and suffering, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative, or substantially less costly course of treatment available or suitable for the person requesting service. “Course of treatment” may include mere observation or, where appropriate, no treatment at all.

“Mental Disorder” means any organic, mental, or emotional impairment which has substantial adverse effects on a person's cognitive or volitional functions.

“Mental Health Care Provider” means an individual working in a behavioral health agency (BHA), under the supervision of a mental health professional, who has primary responsibility for implementing an individualized plan for mental health rehabilitation services. To provide services as a mental health care provider, an individual must be a registered agency-affiliated counselor and have a minimum of one year of education or experience in mental health or a related field.

“Mental Health Professional” or “MHP” means a psychiatrist, psychologist, physician assistant working with a supervising psychiatrist, psychiatric advanced registered nurse practitioner, psychiatric nurse, or social worker, and such other mental health professionals as may be defined by rules adopted by the secretary pursuant to the provisions of this chapter.

“Mental Health Services” means all services provided by behavioral health organizations and other services provided by the state for persons who are mentally ill.

“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.

“Peer Support Services” refers to the set of services under the Washington State Medicaid plan amendment which are provided by a Certified Peer Counselor.

“Permissible Use” means only those uses authorized in this Contract and as specifically defined herein.

“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.

“Program” that provides community behavioral health services for adults aged 18 and older/

“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.

“Ramp-Up Costs” means costs for program build-up at period of operation, but not yet at full capacity.

“Residential treatment facility” or “RTF” means a facility in which 24-hour, onsite care is provided for the evaluation, stabilization, or treatment of residents for substance use, mental health, co-occurring disorders.

“Response” means Contractor’s Response to HCA’s RFP #2024HCA7 for community behavioral health services in a Residential Treatment Facility or “RTF”- A Residential Treatment Facility are licensed, community-based facilities that provide twenty-four (24)-hour inpatient care for people with mental health disorders in a residential treatment setting.

“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.

“RFP” means the Request for Proposals used as the solicitation document to establish this Contract, including all its amendments and modifications and is Attachment 1 hereto.

“Start-Up Costs” means one-time costs for program build-up and may include but are not limited to costs for furnishings, hiring and recruitment, policy and procedure development, staff training, initial licensing requirements, facility/property tools and equipment, and direct program expenses to become fully operational.

“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 3 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.

“Trauma -Informed Care” TIC is a trauma informed approach to the delivery of behavioral health services that includes an understanding of trauma and an awareness of the impact it can have across settings, services and populations. TIC view trauma through an ecological and cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events, whether acute or chronic. TIC involved vigilance in anticipating and avoiding institutional processes and individual practices that are likely to retraumatize individuals who already have histories of trauma.

“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 [Initiation Date], and continue through [Expiration Date], unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended through [Date], by mutually agreed amendment 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 parties have determined the cost of accomplishing the work herein will not exceed \$ , 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 Contractor's compensation for services rendered will be based on the following rates or in accordance with the following terms.
- 3.3.3 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 [HCAAdminAccountsPayable@hca.wa.gov](mailto:HCAAdminAccountsPayable@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 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.

| <b>CONTRACTOR</b><br>Contract Manager Information |  | <b>HEALTH CARE AUTHORITY</b><br>Contract Manager Information |                                                                |
|---------------------------------------------------|--|--------------------------------------------------------------|----------------------------------------------------------------|
| Name:                                             |  | Name:                                                        |                                                                |
| Title:                                            |  | Title:                                                       |                                                                |
| Address:                                          |  | Address:                                                     | 626 8th Avenue SE<br>P.O. Box 42####<br>Olympia, WA 98504-#### |
| 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:** Contractor Contact Name  
Contractor Legal Name  
Contractor Street Address  
Contractor City, State Zip+4  
Contractor Email

- 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 3(s): Statement(s) of Work;
- 3.7.6 Attachment 1: HCA RFP 2025HCA11;
- 3.7.7 Attachment 2: Contractor Response to HCA RFP 2025HCA11; and
- 3.7.8 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.**

**3.8.7 Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.**

**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 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 4.44, *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 4.39.3, *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 RIGHTS OF STATE AND FEDERAL GOVERNMENTS**

*Only applicable if software development is involved.*

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the 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 C.F.R. 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 *Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments* and all clauses identified in Attachment 4, *[Business Associate and] Data Sharing Terms*, Subsection 13, *Survival*, 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 thirty (30) 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;
- G. Work with HCA to determine an agreed upon plan to transfer Individual(s) being treated at OHBH; and
- H. 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: HCA RFP 2025HCA11**

RFX #, dated , including any and all amendments, is an integral part of this Contract and is incorporated herein by reference.

## **ATTACHMENT 2: CONTRACTOR RESPONSE TO HCA 2025HCA11**

Contractor's response to RFP 2025HCA11 dated [TBD], is an integral part of this Contract and is incorporated herein reference.

### **ATTACHMENT 3: STATEMENT OF WORK**

The Contractor shall provide inpatient behavioral health services at the Olympic Heritage Behavioral Health (OHBH) facility in Tukwila, Washington for [BED NUMBER] beds in a Residential Treatment Facility and will serve adults aged 18 and older.

#### **1) Pre-Program Activities.**

The Contractor shall adhere to the pre-program schedule as listed in Schedule B. If Contractor anticipates any delays, Contractor shall notify HCA and participate in technical assistance, e.g. layout for IT services.

#### **2) Start-Up and Ramp-Up Plan**

Contractor shall adhere to the Start-Up and Ramp-Up plan as detailed in Schedule C. If Contractor anticipates any delays, Contractor shall notify HCA and participate in technical assistance.

#### **3) Regulatory Requirements.**

The Contractor will comply with all applicable federal, state, and local laws and regulations. The Contractor will at all times cooperate with the licensing authorities of the State of Washington and will facilitate on-site visits by reviewers as designated in [WAC 246-337](#) or successor. Contractual, state and federal requirements will be monitored by HCA Contract Manager and designated representatives of HCA. The Contractor shall:

- a) Maintain a Department of Health license as set forth in WAC [246-337](#) or its successors.
- b) Meet certification standards in WAC [246-337](#) and WAC [246-341](#) or its successors.
- c) Depending on service type, ensure all federal Medicaid standards are met for inpatient psychiatric services for individuals over age 18 in psychiatric facilities or Programs as outlined in [42 CFR § 424.14](#).
- d) If providing involuntary services, meet RCW [71.05.217](#) Rights of involuntarily detained persons.

#### **4) Program Modality Options [Short-Term Residential Care -OR- Substance Use and/or Co-Occurring Behavioral Health Disorders Program; Clinically or Medically Managed]**

##### **a) Modality 1: Short-Term Residential Care Program [Determined when ASB(S) is Announced]**

Contractor shall provide clinical services that are in accordance with the Substance Abuse and Mental Health Service's (SAMHSA) recovery principles, a Trauma Informed Care (TIC) approach, and commitment to culturally linguistically appropriate treatment.

##### ***(1) Service Option 1: Freestanding Evaluation and Treatment Services***

- (a) Freestanding Evaluation & Treatment Services (E&T), as described in the [Service Encounter Reporting Instructions \(SERI\)](#).

- (b) Contractor may provide voluntary treatment or involuntary treatment services for persons detained under the Involuntary Treatment Act (ITA), who are not responsive to lower-level interventions.
- (c) Contractor may provide co-occurring mental health and intellectual and /or developmental disability(ies) services and offer an integrated mental health and intellectual disability/developmental program.
- (d) Contractor shall include a combination of group and individual treatment, peer services, coupled with psychiatric evaluation and when indicated, medication management.
- (e) If providing involuntary services, the contractor shall be proactive in collaborating with the King County Superior Court to coordinate agreement for court hearings and access to defense attorneys for Individuals.
- (f) Contractor shall utilize prior authorization tools and reviews of Individuals for continued stay.

**-OR-**

***(2) Service Option 2: For Mental Health Services in a Residential Setting***

- (1) Mental Health Services in Residential Setting, as described in the [Service Encounter Reporting Instructions \(SERI\)](#).
  - (a) Contractor shall offer residential services, for a stay of up to sixty (60) days.
  - (b) Contractor shall provide specialized rehabilitation services that offers a sub-acute psychiatric management environment, for Individuals who cannot be safely provided services in a less restrictive environment and that do not meet hospital admissions criteria.
  - (c) Contractor shall provide a Mental Health Care Provider on site for a minimum of (8) hours per day, seven (7) days a week.
  - (d) Contractor shall provide therapeutic interventions to include:
    - i. Individual and group format;
    - ii. Peer Services;
    - iii. Medication management and monitoring;
    - iv. Stabilization; and
    - v. Cognitive and behavioral interventions to stabilize Individuals with the goal to return Individuals to a more independent and less restrictive environment.
  - (e) Contractor shall utilize prior authorization tools and reviews of Individuals for continued stay.

**b) Modality 2: Substance Use and/or Co-Occurring Behavioral Health Disorders Program, Clinically or Medically Managed [Determined when ASB(S) is Announced]**

***(1) Service Option 1: Substance Use Disorder Residential.***

- (a) ASAM 3.1 Clinically Managed Low-Intensity Residential.

- (b) ASAM 3.3 Clinically Managed, Population Specific, High Intensity, Residential Services
- (c) ASAM 3.5 Clinically Managed, High Intensity, Residential Services
- (d) ASAM 3.7 Medically Managed Residential

**(2) Service Option 2: Co-Occurring Residential Treatment**

- (a) Service shall be certified by the Washington State Department of Health (DOH) that combines mental health services and substance use disorder (SUD) services under a single Residential Treatment Facility license. Co-occurring treatment as an integrated treatment approach shall treat both mental health and substance use disorders within the context of a primary treatment relationship or treatment setting.

*(Note: For Co-Occurring services, either program level is allowable, as it relates to the ASAM Criteria 3rd Edition.)*

- c) **Target Population.** The target population that will be served by Olympic Heritage will be adults, ages 18 and older who meet medical necessity for services provided.
  - (1) Determination of appropriateness and priority of admission is determined by the criteria below:
    - (a) **[Determined by Program Modality]**
  - (2) Contractor will have a standardized medical clearance protocol to reduce barriers to care.

**d) Admissions**

Contractor shall evaluate Individual's behavioral health history and current symptom presentation to determine whether the program services can meet the Individual's needs. The process for admissions includes:

- (1) Full medical and physical health history will be assessed within **[NUMBER OF HOURS]** hours **[determined by program modality]** of admission and conducted by personnel licensed to provide such an assessment. Assessment must include at minimum medical history, current medications, allergies, substance use and abuse history, health issues affecting the safety for admission, pain, nutrition, and dental treatment, etc.
- (2) Admission screening will be conducted by a licensed nurse and will include medical clearance, diagnostic testing, review of vital signs, basic neurological screening, substance use history, medication use, etc. to ensure Individuals meet legal and program requirements for admission.
- (3) Exclusionary criteria includes, but is not limited to:
  - (a) Any Individual falling outside the medically determined parameters of the services;
  - (b) Sexual violent predators being detained pursuant to RCW 71.09 will not be served;
  - (c) Severe developmental disabilities or organic brain syndromes that would preclude participation in emergency procedures shall be excluded from admission.

**e) Treatment Activities**

Contractor shall provide program services with an emphasis on promoting wellness and recovery and be tied to the appropriate level of services based on risk factors.

Contractor shall provide a program for Individuals utilizing a recovery-oriented program that instills hope, fosters self-determination and self-responsibility, builds on strengths and supports Individual's connection to family, friends and informal support to include:

- (1) Contractor will have treatment team members who will have contact with Individuals regularly for observation and evaluation. Contractor will make recommendations about the continued commitment status of the Individual and consider adjustments to the plan of care and plan for discharge from the facility and aftercare.
- (2) Based on level of care, the contractor will ensure medical issues will be addressed by in-house, contracted medical staff or coordinated and referred to outside care. Medical and dental issues requiring more than routine care will be referred to physicians and dentists who have agreed to provide services to this population.
  - (a) Contractor shall ensure Facility staff will accompany Individuals to outside appointments to ensure connection to services, coordination of care, and safe conditions.
  - (b) Contractor shall provide transportation to and from appointments, except for cases where ambulance transportation is required.
- (3) Contractor must provide therapeutic activities for Individuals including:
  - (a) Formal therapy:
    - (i) Assessments and exams
    - (ii) Treatment planning
    - (iii) Treatment
    - (iv) Individual therapy
    - (v) Group therapy
    - (vi) Medication management
    - (vii) Consultation/collateral contact
    - (viii) Discharge planning
    - (ix) Peer Support Services
    - (x) Access to recovery groups
    - (xi) Access to religious services and representatives
- (4) Contractor shall provide recreation activities, to include but not limited to:
  - (a) Sedentary leisure, such as board games, books, art, and audio/video
  - (b) Active leisure, such as games, exercise
  - (c) Exercise, including space for large body movement

- (d) Decompression/quiet time
  - (e) "Fresh Air Breaks," regularly scheduled time to allow access to the fenced outside area of the unit for fresh air and exposure to outside elements and natural lighting
  - (f) Free time
- (5) Contractor shall provide daily living activities, to include but not limited to:
- (a) Meals/Snacks – meals will be served three (3) times daily in the dining area/lounge, snacks will be served in the day room
  - (b) Grooming: within the grooming station or individual bathrooms/bedrooms
  - (c) Medications will be dispensed in the lounge or near the medication room
  - (d) Individual's laundry: under staff supervision, individuals will do their own laundry individually in the individual laundry room
  - (e) Sleep and changing clothing: individual bedrooms
- (6) Contractor shall provide Culturally Appropriate Care
- (a) Staff shall utilize Cultural Humility and Contractor shall provide culturally and linguistically appropriate services to Individuals to include:
    - (i) Translation services for non-English speaking Individuals;
    - (ii) Understanding of needs for American Indian and Alaska Native (AI/AN) populations to include Indian Health Service, tribal governments, and urban Indian health programs to serve these Individuals' needs;
    - (iii) Cultural, ethnical, and racial minority populations;
    - (iv) Lesbian, gay, bi-sexual, transgender, and questioning (LGBTQIA+) Individuals; and
    - (v) Deaf and hard of hearing Individuals who require an American Sign Language interpretation.
- (7) Contractor shall provide or coordinate additional services to support operations as required to run program services to include:
- (a) Medical services;
  - (b) Meal services;
  - (c) Prescription services;
  - (d) Laundry for linens and custodial services; and
  - (e) Transportation beyond the need of Facility vehicle.

**f) Discharge Planning**

Contractor shall be proactive in creating a robust individualized discharged plan. Contractor shall evaluate outcomes and promote linkage for outpatient and other levels of care as part of discharge planning. Contractor shall collaborate with Individuals to develop a comprehensive discharge plan that will address the following:

- (1) Ongoing mental health or co-occurring treatment; [Based on program modality and level of care]
  - (2) Substance use disorder treatment referral/follow-up when indicated;
  - (3) Program for Assertive Community Treatment (PACT) referral, when determined appropriate
  - (4) Life skills to foster success in the community;
  - (5) Referrals to address housing or placement needs, include but not limited to:
    - (a) Housing And Recovery Peer Services (HARPS)
    - (b) Recovery Residences
    - (c) Oxford Houses
    - (d) Governor's Opportunity Supportive Housing (GOSH)
    - (e) Refer to Home and Community Services (HCS)
  - (6) Connection with insurance or financial benefits;
  - (7) Other health needs;
  - (8) Medication supply; and
  - (9) Transportation
    - (a) Contractor shall strive to ensure Individual's will not be discharged from OHBH as a pedestrian;
    - (b) Contractor shall work closely with Individuals to facilitate transportation from the OPHBH to the Individual's next residence.
  - (10) When an Individual requires, Contractor shall consult with Individual's primary care provider and schedule follow up appointments on an outpatient basis as part of the discharge plan, upon discharge from the OHBH.
  - (11) Contractor shall communicate regularly with MCOs, BH ASOs, and all relevant professional for assistance in discharge planning, as indicated.
- g) Additional Program Requirements
- (1) Contractor shall maintain written procedures for notification of the public in case of elopement. Written procedures will be updated every three (3) years.
  - (2) Contractor shall maintain a emergency management plan to ensure program and facility maintenance continuance in emergency events. Emergency management plan shall include:
    - (a) Emergency Management Plan;
    - (b) Campus Emergency Operations Plan;
    - (c) Continuity of Operations Plan; and
    - (d) Disaster recovery plan

## 5) HCA Rights

HCA, Office of the State Auditor, or any of their duly authorized representatives reserves the right to conduct quality reviews which may include the following:

- a) Onsite visits, announced (24-hour notice) and unannounced to include but not limited to:
  - (1) Facility layout;
  - (2) Surveys, audits, and review of compliance with licensing and certification requirements and the terms of this Contract;
  - (3) Audits regarding the quality, appropriateness, and timeliness of behavioral health services provided under this Contract; and
  - (4) Audits and inspections of financial records; and
  - (5) Discharge practices;
  - (6) Clinical practices and records;
  - (7) Environment of care,
  - (8) Outcomes;
  - (9) Model of care;
  - (10) Court Documents
  - (11) Interview Individuals and staff
- b) HCA is the sublessor in the Sublease Agreement between HCA and the Contractor, the sublessee. See Exhibit B for Sublease Agreement.

## **6) Contractor Responsibilities**

### **a) Sublease Agreement**

Contractor shall abide by the sublease agreement. as found in Exhibit B.

### **b) Operating Conditions.**

Contractor shall work in a collaborative manner with stakeholders to ensure they are acting as a good neighbor for the Tukwila community.

### **c) Policies and Procedures.**

Contractor shall provide written policies and procedures in accordance with Department of Health (DOH) requirements for a Residential Treatment Facility including but not limited to:

- (1) Medical clearance protocol
- (2) Discharge of any Individual prior to successful completion of treatment;
- (3) Emergency Management operating procedures to include:
  - (a) Emergency Management Plan;
  - (b) Campus Emergency Operations Plan;
  - (c) Continuity of Operations Plan;
  - (d) Disaster Recovery Plan
- (4) Behavior Management plans

- (5) If providing involuntary services, elopement protocol to include public and law enforcement notification.

**d) Staffing**

Contractor shall ensure HCA contracted program at OHBH will have appropriate staffing.

- (1) The Contractor shall notify the HCA Contract Manager whenever there is a change in leadership of its program at Olympic Heritage Behavioral Health, or if there is staff turnover in any one month greater than 10%.
- (2) Contractor shall maintain a minimum staffing pattern as follows:
  - (a) **[INSERT MINIMUM STAFFING PATTERN HERE]**

**e) Occupancy**

Contractor shall be proactive in efforts to keep contracted beds filled at all times and shall make active efforts to engage with appropriate referral sources to ensure beds are utilized at maximum capacity.

**f) Distinct Coordination with Stakeholders**

- a) **[Depending on type of service provided, this section will be modified accordingly.]**

**g) Critical Incident Management System.** The Contractor shall establish a Critical Incident Management System consistent with all applicable laws and will include policies and procedures for identification of incidents, reporting protocols and oversight responsibilities. The Contractor shall designate a Critical Incident Manager responsible for administering the Incident Management System and ensuring compliance with the requirements of this Section.

**h) Reporting.** The Contractor will submit the following reports:

- (1) Bed Tracker Monthly Reporting Form, Exhibit C;
- (2) Explanation of Admission Denial (template located in Exhibit E);
- (3) Discharge Information (part of the authorization extension and discharge procedures)
- (4) Critical Incident Report for the following incidents that occur:
  - (a) To an individual and occurred within a contracted behavioral health facility (inpatient psychiatric, behavioral health agencies) by independent behavioral health provider:
    - (i) Abuse, neglect, or sexual/financial exploitation;
    - (ii) Death;
    - (iii) Severely adverse medical outcome or death occurring within 72 hours of transfer from a contracted behavioral health facility to a medical treatment setting.
  - (b) By an Individual, with a behavioral health diagnosis, or history of behavioral health treatment within the previous 365 days. Acts allegedly committed, to include:
    - (i) Homicide or attempted homicide.
    - (ii) Arson.

- (iii) Assault or action resulting serious bodily harm which has the potential to cause prolonged disability or death.
  - (iv) Kidnapping.
  - (v) Sexual assault
- (5) Depending on service provided, unauthorized leave from a behavioral health facility during an involuntary detention.
- (6) Any event involving an individual that has attracted or is likely to attract media coverage. The Contractor shall include the link to the source of the media, as available.
- (7) Contractor must report critical incidents within one business day of becoming aware of the incident and must report incidents that have occurred within the last 30 calendar days, with the exception of incidents that have resulted in or are likely to attract media coverage. Media related incidents should be reported to HCA as soon as possible, not to exceed one business day.
- (8) Contractor shall enter the initial report, follow-up, and actions taken into HCA Incident Reporting System <https://fortress.wa.gov/hca/ics/>, using the report template within the system.
- (9) If the system is unavailable the Contractor will report Critical Incidents to [hcacriticalincidents@hca.wa.gov](mailto:hcacriticalincidents@hca.wa.gov).
- i) Contractor shall participate in on-site or virtual quality review meetings by HCA's Contract Manager who may perform onsite review, review of clinical documents for utilization reviews and management, data and reports, and will write summary reports for HCA.
  - (1) HCA may ask for additional information as required for further research and reporting. The Contractor must provide information within three (3) business days.

## 7) COMPENSATION

Compensation for this Contract is **[INSERT AMOUNT]** and covers the following:

- (a) Approved Start-up costs found in Schedule C; and
- (b) Approved Ramp-up costs, including Bed Rates, Exhibit D.

## 8) BILLING AND PAYMENT

- (a) For billing and payment for Start-up and Ramp-up costs, including Bed Rates, reference Section 3.4, Invoice and Payment in General Terms & Conditions.
- (b) For services contracted through King County Integrated Care Network and Managed Care Organizations, the contractor will follow the requirements of the contract.
  - (1) Submit claims and encounters as directed by the contract;
  - (2) Utilize the current [Service Encounter Reporting Instructions \(SERI\)](#).
- (c) For providing Fee for Service under HCA's Core Provide agreement, the contractor will

- (1) Submit claims for services as required in the ProviderOne Billing and Resource Guide.
- (2) Utilize the current Mental Health Services Billing guide Part II and Specialized Mental Health Fee Schedule for information on billing for Apple Health clients without a managed care plan.
  - (a) Using the website referenced above, choose "Mental Health Services" on the menu title, under the "Billing guides" section, select the "Mental health services billing guide" with the most current date in the title.
- (3) Prescription medication costs, may be billed separately according to Provider Billing Guides and Fee Schedule under the Prescription Drug Program.
- (4) Medical care provided by professionals outside of the hospital may be billed separately according to the Physician-Related Services/Health Care Professional Services guide.
- (5) Other Billing Guides/Fee Schedules can be found here.

## **9) PERFORMANCE REVIEW**

- a) HCA will evaluate Contractor's performance of meeting contractual obligation by utilizing a Quality Review Tool to be developed by the HCA Quality Review Manager or HCA Contract Manager. The Quality Review Tool will include measures on, but not limited to, the following components:
  - (1) Quality of Care
  - (2) Occupancy Rate
  - (3) Billing Compliance
  - (4) Facility Accreditation

### **SCHEDULE B: PRE-PROGRAM ACTIVITIES**

The Contractor shall follow the pre-program schedule to ensure implementation of services and to obtain proper licensure to operate the services at Olympic Heritage Behavioral Health:

| <b>No.</b> | <b>Task</b>                                                                                                                                                                                                                      | <b>Due by Date</b> |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>1</b>   | Submit Start-Up Plan to HCA                                                                                                                                                                                                      | TBD                |
| <b>2</b>   | Begin planning IT services (voice and data) and installation of a new WAN circuit at facility after consultation with HCA.                                                                                                       | TBD                |
| <b>3</b>   | Submit all relevant applications and fees to DOH for licensure to include Policies and Procedures (Admittance, Discharge, Transportation, General Liability, Continuity of Care, Emergency Management, Incident Reporting, etc.) | TBD                |
| <b>4</b>   | Implement Recruitment, Hiring and Retention plan                                                                                                                                                                                 | TBD                |
| <b>5</b>   | Begin contract discussions with King County Integrated Care Network, Managed Care Organizations and BH-ASOs                                                                                                                      | TBD                |
| <b>6</b>   | Submit Drug Enforcement Agency (DEA) Application                                                                                                                                                                                 | TBD                |
| <b>7</b>   | Submit DOH RTF License to HCA                                                                                                                                                                                                    | TBD                |
| <b>8</b>   | Submit DOH Behavioral Health Agency (BHA) License to HCA                                                                                                                                                                         | TBD                |
| <b>9</b>   | Submit Health Care Entity (HCE) License to HCA                                                                                                                                                                                   | TBD                |
| <b>10</b>  | Submit DEA approved waiver to HCA                                                                                                                                                                                                | TBD                |
| <b>11</b>  | Submit ProviderOne application to HCA to be established in the system                                                                                                                                                            | TBD                |
| <b>12</b>  | Contract with vendor or enter into an MOU with DSHS for <ul style="list-style-type: none"><li>a. Food service</li><li>b. Laundry services</li></ul>                                                                              | TBD                |
| <b>13</b>  | Complete all Start-up Plan activities                                                                                                                                                                                            | TBD                |
| <b>14</b>  | Begin Ramp Up and Patient Admittance                                                                                                                                                                                             | Target date: TBD   |

## **SCHEDULE C: START-UP AND RAMP-UP ACTIVITIES**

### **Start-Up and Ramp-Up Plan**

The Contractor shall submit a Start-up and Ramp-up plan to the HCA Contract Manager in writing via email no later than thirty (30) Calendar Days following Contract execution.

The plan may need to be revised as the work progresses and circumstances change and will be approved by mutual agreement by HCA and the Contractor. Any changes to the original plan must be submitted in writing no less than ten (10) Business Days prior to any change in action is taken.

The submitted plan must include the following components:

1. Pre-Program Activities – include all tasks, steps to achieve outcome and timelines identified in Schedule B.
2. Recruitment, Hiring and Retention Plan
  - a. Contractor shall locate, recruit, and hire necessary professionals, providers, counselors, nurses, and support staff to provide quality provision of services and ensure sufficient staffing is available to maintain the minimum staffing requirements
  - b. Organizational Chart(s) – A diagram or chart which establishes the staff and professionals to be hired, including the qualifications and responsibilities of each position.
  - c. Contractor shall ensure that all materials, final documents, and products that are released to the public have no more than two (2) errors per item. Errors include typographic, grammatical, content or formatting. The Contractor shall point out any exceptions to typographic, grammatical, content or formatting errors that may be necessary to HCA in advance of the print dates for approval. Materials, documents, and products include, but are not limited to the following:
  - d. Advertisement for the OHBH BH services program; and
  - e. Recruitment information.
3. Identification of Costs – A budget identifying the estimated personnel and operational costs for each month for the duration of the Start-up and Ramp-Up plan. The budget must realistically reflect the shift of costs from start-up activities to operational maintenance and include each of the categories as follows:
  - a. Personnel – Include the time commitment, estimated hourly rate, and an overall projected cost for each position to be filled, for the Start-up portion of this project.
  - b. Operational – Include an estimated monthly cost and a projected annual cost for each of the following:
    - i. Personnel;
    - ii. Equipment;
    - iii. Property Related Fees
  - c. Supplies;
  - d. Licensing Fees;
  - e. Transportation costs;
  - f. IT infrastructure;
  - g. Security; and
  - h. Miscellaneous costs.

## **4. HIRING, ONBOARDING OF STAFF AND COLLABORATIVE WORK**

- a. Contractor shall recruit and hire qualified staff and provide monthly reports on current open positions.
- b. Contractor shall ensure all professionals, providers, counselors, nurses, and support staff employed are appropriately trained, qualified, and/or credentialed for the duration of their employment as it relates to this contract.
- c. Contractor shall equip facility staff with the necessary supplies to perform their job.
- d. Contractor shall contract with the local BH-ASO to ensure the Start-Up Plan includes the ability to share information with the BH-ASO related to crisis system use, as appropriate.
- e. Initiate contacting process with the King County Integrated Care Network, MCOs and BH-ASOs, as appropriate.

## **5. MONTHLY REPORTING**

- a. Contractor shall submit monthly reports by email to the HCA Contract Manager beginning thirty (30) days after the start of the contract and until the completion of the Ramp-Up phase of service implementation. The report will include:
  - b. Progress of Start-up or Ramp Up activities
  - c. A comparison of the projected start up budget submitted with the initial plan and the actual expenditures made;
  - d. A review of the next month's projected budget submitted with the initial plan, and any expected changes to be made;
  - e. A breakdown of costs by the following categories:
    - i. Personnel;
    - ii. Equipment;
    - iii. Property Related Fees;
    - iv. Supplies;
    - v. Licensing Fees;
    - vi. Transportation Costs;
    - vii. IT infrastructure; and
    - viii. Miscellaneous costs.
  - f. Monthly Bed Tracker Report (Exhibit C), if applicable
  - g. Explanation of Non-Admittance form (Exhibit E), if applicable.

## **6. PAYMENT CONSIDERATIONS**

Payment to the Contractor is dependent on satisfactory performance of the work identified, as well as the following:

- a. Total consideration payable to the Contractor for satisfactory performance of the Start-Up and Ramp-Up Plan up to a maximum of **[COMPENSATION AMOUNT]**.
- b. Payment for activities performed will be made on a monthly basis for cost reimbursement expenditures as outlined in Schedule C and may include Exhibit D. This can occur prior to the facility being operational as well as after becoming operational up to the amount detailed in Section 7, Deliverables, Timeline, and Payment.
  - i. After the program is operational, services will be paid for through contracts with the King County Integrated Care Network, MCOs, BH-ASOs and the HCA Core Provider Agreement.
- c. The payment method is cost reimbursement.
- d. Source of funds are in budget proviso See ESSB 5167 (214)(60) (2025).

## **7. DELIVERABLES TIMELINE AND PAYMENT**

| <b>Line Item</b>                         | <b>Services/Deliverables</b> | <b>Due Date</b>                                                                                                            | <b>Payment Amount</b>         |
|------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>1</b>                                 | Cost Reimbursement           | End of the month beginning thirty (30) days after contract execution and until funding is exhausted or contract has ended. | Up to a maximum amount of TBD |
| <b>2</b>                                 | Report #1- per section 5     | Due thirty (30) days after start of services                                                                               | TBD                           |
| <b>3</b>                                 | Report #2- per section 5     | Due thirty (30) days from previous payment                                                                                 | TBD                           |
| <b>4</b>                                 | Report #3- per section 5     | Due thirty (30) days from previous payment                                                                                 | TBD                           |
| <b>5</b>                                 | Report #4- per section 5     | Due thirty (30) days from previous payment                                                                                 | TBD                           |
| <b>6</b>                                 | Report #5- per section 5     | Due thirty (30) days from previous payment                                                                                 | TBD                           |
| <b>Not-to-Exceed Contract Amount TBD</b> |                              |                                                                                                                            | TBD                           |

## **EXHIBIT A: CORE PROVIDER AGREEMENT**

[Core Provider Agreement \(09-015\) \(wa.gov\)](#)

## **EXHIBIT B: SUBLEASE AGREEMENT**

### **EXHIBIT C: BED TRACKER MONTHLY REPORTING FORM**

In conjunction with Schedule A: Statement of Work, Section 8, Billing and Payment, subsection h.), Ramp-up Bed Days, Contractor will provide HCA Contract Manager with monthly reporting form, the electronic form for the sample below, via a secure email server.

[FACILITY NAME]

| Bed Number | Wednesday<br>7/1/20 | Thursday<br>7/2/20 | Friday<br>7/3/20 | Saturday<br>7/4/20 | Sunday<br>7/5/20 | Monday<br>7/6/20 |
|------------|---------------------|--------------------|------------------|--------------------|------------------|------------------|
| 1          |                     |                    |                  |                    |                  |                  |
| 2          |                     |                    |                  |                    |                  |                  |
| 3          |                     |                    |                  |                    |                  |                  |
| 4          |                     |                    |                  |                    |                  |                  |
| 5          |                     |                    |                  |                    |                  |                  |
| 6          |                     |                    |                  |                    |                  |                  |
| 7          |                     |                    |                  |                    |                  |                  |
| 8          |                     |                    |                  |                    |                  |                  |
| 9          |                     |                    |                  |                    |                  |                  |
| 10         |                     |                    |                  |                    |                  |                  |
| 11         |                     |                    |                  |                    |                  |                  |
| 12         |                     |                    |                  |                    |                  |                  |
| 13         |                     |                    |                  |                    |                  |                  |
| 14         |                     |                    |                  |                    |                  |                  |
| 15         |                     |                    |                  |                    |                  |                  |
| 16         |                     |                    |                  |                    |                  |                  |

| Bed Number | Tuesday<br>7/7/20 | Wednesday<br>7/8/20 | Thursday<br>7/9/20 | Friday<br>7/10/20 | Saturday<br>7/11/20 | Sunday<br>7/12/20 |
|------------|-------------------|---------------------|--------------------|-------------------|---------------------|-------------------|
| 1          |                   |                     |                    |                   |                     |                   |
| 2          |                   |                     |                    |                   |                     |                   |
| 3          |                   |                     |                    |                   |                     |                   |
| 4          |                   |                     |                    |                   |                     |                   |
| 5          |                   |                     |                    |                   |                     |                   |
| 6          |                   |                     |                    |                   |                     |                   |
| 7          |                   |                     |                    |                   |                     |                   |
| 8          |                   |                     |                    |                   |                     |                   |
| 9          |                   |                     |                    |                   |                     |                   |
| 10         |                   |                     |                    |                   |                     |                   |
| 11         |                   |                     |                    |                   |                     |                   |
| 12         |                   |                     |                    |                   |                     |                   |
| 13         |                   |                     |                    |                   |                     |                   |
| 14         |                   |                     |                    |                   |                     |                   |
| 15         |                   |                     |                    |                   |                     |                   |
| 16         |                   |                     |                    |                   |                     |                   |

| Bed Number | Monday<br>7/13/20 | Tuesday<br>7/14/20 | Wednesday<br>7/15/20 | Thursday<br>7/16/20 | Friday<br>7/17/20 | Saturday<br>7/18/20 |
|------------|-------------------|--------------------|----------------------|---------------------|-------------------|---------------------|
| 1          |                   |                    |                      |                     |                   |                     |
| 2          |                   |                    |                      |                     |                   |                     |
| 3          |                   |                    |                      |                     |                   |                     |
| 4          |                   |                    |                      |                     |                   |                     |
| 5          |                   |                    |                      |                     |                   |                     |
| 6          |                   |                    |                      |                     |                   |                     |
| 7          |                   |                    |                      |                     |                   |                     |
| 8          |                   |                    |                      |                     |                   |                     |
| 9          |                   |                    |                      |                     |                   |                     |
| 10         |                   |                    |                      |                     |                   |                     |
| 11         |                   |                    |                      |                     |                   |                     |
| 12         |                   |                    |                      |                     |                   |                     |
| 13         |                   |                    |                      |                     |                   |                     |

## **EXHIBIT D: BED RATE POLICY**

The Health Care Authority (HCA) will purchase acute psychiatric services or inpatient behavioral health services in a Residential Treatment Facility (RTF). These facilities provide 24-hour, on-site care for the evaluation, stabilization, or treatment of residents for substance use, mental health, co-occurring disorders. RTF is defined by RCW 71.12 and adherence to WAC 246-337 which provides the minimum standards any facility must achieve if it is to receive licensure from the Washington State Department of Health (DOH). The types of services provided in the RTF range from crisis triage, voluntary and involuntary evaluation and treatment, detoxification, short and long-term care for substance use disorders and/or mental illness. (Please see individual contract specific language for the pre-determined number of beds.)

This rate is provided to assist facilities during the ramp-up period of service implementation. The state rate is used to calculate the start-up rate where applicable. Start-up rate reimbursement is not applicable if termination of contract occurs.

Monitoring will be conducted during this time period.

An Explanation of Non-Admittance form is required to be completed if a detained individual is declined admittance to the facility, Exhibit E. Monitoring of denials will be conducted.

This form will be included as Exhibit E to the contract.

### **1. Table: Ramp-up Bed Rate**

| Facility Type                                                                                                                             | FY25/26 Ramp-up Rate                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| All contracted facilities -<br><br>Available during the first fiscal year the facility is operating (not to exceed a period of 12 months) | Not to exceed 6% of annual contracted bed days<br><br>50% of unoccupied beds |

**EXHIBIT E: EXPLANATION OF NON-ADMITTANCE**

Explanation of Non-Admittance to Facility

Facility NPI Number:

Facility Name and Address:

| Provider One ID Number | Last Name, First Name, MI | Primary Diagnosis | Date of Assessment | Date of Denial | Detailed Reason for Denial                                                                                                                                                                  |
|------------------------|---------------------------|-------------------|--------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| XXXXXXXXXXWA           | XXX, XXX                  | Fxx.xx            | mm/dd/yyyy         | mm/dd/yyyy     | Example of insufficient detail:<br>Hx of violence<br><br>Medical complexity<br><br>Detailed information is expected to be provided as to why you are unable to treat/manage the behavior(s) |
|                        |                           |                   |                    |                |                                                                                                                                                                                             |
|                        |                           |                   |                    |                |                                                                                                                                                                                             |
|                        |                           |                   |                    |                |                                                                                                                                                                                             |
|                        |                           |                   |                    |                |                                                                                                                                                                                             |