

	<p align="center"><b>PROFESSIONAL SERVICES CONTRACT for</b></p> <p align="center">Policy and Medicaid Strategy Consulting Services for Section 1115 Medicaid Demonstration Waivers</p>	<p>HCA Contract Number: K Resulting from Solicitation Number: 2025HCA12 Contractor/Vendor Contract Number:</p>
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**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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

HCA PROGRAM Medicaid Transformation Project (MTP)	HCA DIVISION/SECTION Strategy, Policy and Innovation (SPI)
HCA CONTACT NAME AND TITLE  Theresa Tamura, Operations and Engagement Strategist	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE P.O. Box 42684 Olympia, WA 98504-2684
HCA CONTACT TELEPHONE 360-725-1189	HCA CONTACT E-MAIL ADDRESS <a href="mailto:theresa.tamura@hca.wa.gov">theresa.tamura@hca.wa.gov</a>

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT
PURPOSE OF CONTRACT:  To provide policy advice and assistance in the continuation of the Section 1115 Medicaid waiver known as Medicaid Transformation Project (MTP) 2.0 Waiver and in the planning, development, and implementation of an MTP 3.0 Waiver Renewal and a new Traditional Health Care Practices Waiver.		

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

## TABLE OF CONTENTS

<b>1. Statement of Work (SOW)</b>	<b>4</b>
<b>2. Definitions</b>	<b>4</b>
<b>3. Special Terms and Conditions</b>	<b>11</b>
3.1 Performance Expectations	11
3.2 Term	11
3.3 Compensation	11
3.4 Invoice and Payment	12
3.5 Contractor and HCA Contract Managers	13
3.6 Key Staff	14
3.7 Legal Notices	14
3.8 Incorporation of Documents and Order of Precedence	15
3.9 Insurance	15
<b>4. General Terms and Conditions</b>	<b>16</b>
4.1 Access to Data	16
4.2 Accessibility	16
4.3 Advance Payment Prohibited	17
4.4 Amendments	18
4.5 Assignment	18
4.6 Attorneys' Fees	18
4.7 Change in Status	18
4.8 Conflict of Interest	18
4.9 Conformance	19
4.10 Covered Information Protection	19
4.11 Contractor's Proprietary Information	19
4.12 Covenant Against Contingent Fees	20
4.13 Debarment	20
4.14 Disputes	20
4.15 Entire Agreement	21
4.16 Force Majeure	21
4.17 Funding withdrawn, Reduced, or Limited	21
4.18 Governing Law	22
4.19 HCA Network Security	22
4.20 Indemnification	23
4.21 Independent Capacity of the Contractor	23
4.22 Legal and Regulatory Compliance	23
4.23 Limitation of Authority	23

4.24 No Third-Party Beneficiaries.....	23
4.25 Nondiscrimination.....	24
4.26 Overpayments to the Contractor.....	25
4.27 Pay Equity.....	25
4.28 Publicity.....	25
4.29 Records and Document Review .....	26
4.30 Remedies Non-Exclusive .....	26
4.31 Right of Inspection.....	26
4.32 Rights in Data/Ownership.....	26
4.33 Severability.....	28
4.34 Site Security.....	28
4.35 Subcontracting .....	28
4.36 Survival .....	28
4.37 Taxes .....	29
4.38 Termination .....	29
4.39 Termination Procedures .....	30
4.40 Transition Obligations.....	31
4.41 Treatment of Assets .....	32
4.42 Waiver.....	33
4.43 Warranties.....	33
<b>Attachment 1: HCA RFP #2025HCA12.....</b>	<b>34</b>
<b>Attachment 2: Contractor Response to HCA RFP #2025HCA12.....</b>	<b>35</b>
<b>Attachment 3: Statement of Work.....</b>	<b>36</b>

## Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Proposals (RFP) #2025HCA12 dated August 15, 2025, (Attachment 1) for the purpose of purchasing Policy and Medicaid Strategy Consulting Services for Section 1115 Medicaid Demonstration Waivers in accordance with its authority under chapters 39.26 and 41.05 RCW.

[Contractor Name] submitted a timely Response to HCA's RFP #2025HCA12 (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 consulting services.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

### 1. **STATEMENT OF WORK (SOW)**

The Contractor will provide the services and staff as described in Attachment 3: Statement of Work.

### 2. **DEFINITIONS**

**"Accountable Community of Health"** or **"ACH"** means independent, regional organizations that work with their communities on specific health care and social needs-related Projects and activities. ACHs play an integral role in Washington's Medicaid Transformation Project (MTP) efforts.

**"Apple Health"** is an umbrella term or "brand name" for all Washington State medical assistance programs, including Medicaid.

**"Applicant(s)"** refers to a person who is applying for Washington State's Apple Health program.

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

**"Authorized User"** means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

**“Behavioral Health Administrative Service Organization” or “BH-ASO”** means a regional entity contracted by the Health Care Authority to provide certain behavioral health services.

**“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 agency within the U.S. Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children’s Health Insurance Program (CHIP), and health insurance portability standards.

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

**“Code of Federal Regulations” or “C.F.R.”** means 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>.

**“Community-Based Care Coordination” or “CBCC”** refers to a collaborative approach where the coordination of care includes the patient, community/local organizations, and health care workers/providers – all working together to address health-related social needs (HRSN) and the health/well-being of the individual.

**“Community Care Hubs”** means the nine centers for Community-Based Care Coordination, managed and operated by ACHs, that engage with communities to determine people’s Health-Related Social Needs and then connect people to services to meet those needs.

**“Community Information Exchange” or “CIE”** means technology that helps a community-based worker coordinate the services of a network of cross-sector social care Partners—social service, community, tribal, government, physical and behavioral health organizations—who commit to delivering social care so that patients have better access to health-related social needs services and supports they need to improve their health. This secure technology with role-based access and client privacy controls may include a resource directory, a centralized intake system, a client management system that includes shared client information, needs assessment screening tools, shared care team information, closed-loop referral, referral history and a longitudinal client record of social supports provided, event notification, and shared care planning.

**“Confidential Information”** means information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information (PII), information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

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

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

**“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.

**“Enrollee(s)”** refers to a person who is enrolled in Washington State's Apple Health program.

**“Fee-for-Service”** or **“FFS”** means Washington State's program which pays for services furnished to patients not enrolled in a Managed Care plan, in accordance with the Fee-for-Service methodology.

**“Foundational Community Supports”** or **“FCS”** refers to one of the original five initiatives developed under Washington State's MTP Waiver. In 2018, FCS began providing targeted supportive housing (SH) and supported employment (SE) services to Medicaid beneficiaries with behavioral health needs and other risk factors. By focusing on the social determinants of health, the program aims to reduce barriers and promote health equity initiatives developed under Washington State's MTP Waiver.

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

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

**“Health Insurance Portability and Accountability Act of 1996” or “HIPAA”** means, as codified at 42 USC 1320d-8, as amended, and its attendant Regulations as promulgated by the U.S. Department of Health and Human Services (HHS), CMS, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

**“Health Related Social Needs” or “HRSN”** means the social and economic needs that individuals experience that affect their ability to maintain their health and well-being. These include needs such as employment, affordable and stable housing, healthy food, personal safety, transportation, and affordable utilities.

**“Hubs”** means the collective reference to the ACH run Community Care Hubs and the Native Hub.

**“In Lieu of Services” or “ILOS”** means a service or setting that is provided to an Enrollee as a substitute for a covered service or setting in accordance with [§ 438.3\(e\)\(2\)](#). An ILOS can be used as an immediate or longer-term substitute for a covered service or setting under the State plan, or when the ILOS can be expected to reduce or prevent the future need to utilize the covered service or setting under the State plan. An ILOS is a medically appropriate and cost-effective substitute for covered services/settings under the State plan that is optional for Enrollees, authorized and identified in the Managed Care plan contract and offered to Enrollees as an option of the Managed Care plan, and developed with consideration of utilization and actual cost of the ILOS as components of the capitation rates that represent the covered State plan services unless a federal statute or regulation explicitly requires otherwise.

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

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

**“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”** refers to 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 eligible HCA Enrollees under HCA Managed Care programs.

**“Managed Care Plan”** or **“Medicaid Care Program”** means the Medicaid structure that is administered by the MCOs to support insured Medicaid or Apple Health clients to receive Medicaid services, which is called Apple Health in Washington state.

**“Medicaid”** means the federally matched medical aid program under Title XIX of the Social Security Act (and Title XXI of the Social Security Act for the Children’s Health Insurance Plan (CHIP) that covers the Categorically Needy (CN) and Medically Needy (MN) programs.

**“Medicaid Quality Improvement Program** or **“MQIP”** means the engine that runs HCAs intergovernmental transfers that reinforce the delivery of quality care and support community health under Apple Health. Under MQIP, Medicaid Managed Care Organizations (MCOs) are responsible for partnering with participating public hospitals to implement certain activities.

**“Minimum Necessary”** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

**“Medicaid Transformation Project”** or **“MTP”** means Washington State’s Medicaid Section 1115 Demonstration Waiver and is a provision under Section 1115 of the Social Security Act that allows states the flexibility to design and implement programs that can improve care, enhance access, and reduce costs, while still ensuring that they meet federal Medicaid requirements.

**“Native Hub”** means a statewide network of Tribes, Indian Health Care Providers, Tribal social service divisions, and Native-led, Native-serving organizations in service to whole-person care coordination.

**“Notice of Funding Opportunity”** or **“NOFO”** is a publicly available document by which a Federal Agency makes known its intentions to award discretionary grants or cooperative agreements, usually as a result of competition for funds. NOFO information may be accessed at <https://www.ninds.nih.gov/taxonomy/term/654>.

**“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.

**“Partner”** means a governmental or non-governmental organization which may be actively engaged with HCA in the work under this Contract.

**“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.



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

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

**“ProviderOne”** means the Medicaid Management Information System that is the State’s Medicaid payment system managed by HCA.

**“Reentry”** means a broadly defined demonstration population that includes otherwise eligible, soon-to-be former incarcerated individuals as defined by the Reentry Section 1115 Demonstration Initiative Opportunity. It can include both pre-release and post-release services.

**“Response”** means Contractor’s Response to HCA’s RFP #2025HCA12 for Policy and Medicaid Strategy Consulting Services for Section 1115 Medicaid Demonstration Waivers and is Attachment 2 hereto.

**“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.

**“State Terms and Conditions”** or **“Special Terms and Conditions”** (STCs) refers to the specific direction CMS provides in granting a Waiver to a state. The STC’s govern the operation of a Waiver by a state.

**“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.

**“Substance Use Disorder”** or **“SUD”** means a problematic pattern of use of substances that causes clinical and functional impairment, such as health problems, disability, and failure to meet major responsibilities at work, school or home. Clinicians use criteria from the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM 5) to diagnose SUD.

**“Tribal Governments”** means political entities that operate under the sovereignty of Indigenous tribes in the United States and other countries. These governments are established by the tribes themselves and have the authority to govern their members, manage their lands, and regulate various aspects of tribal life, including laws, resources, and social services. Tribal Governments can take various forms, often based on traditional customs or modern structures similar to state or local governments. They may include elected officials, councils, or other governing bodies. Tribal sovereignty allows these governments to exercise powers such as taxation, law enforcement, and jurisdiction over legal matters within their territories, independent of state or federal oversight in many areas.

**“Traditional Health Care Practices Waiver”** means a distinct 1115 Waiver option from CMS for states to provide reimbursement for traditional medicine. This spending authority allows states to work with Tribes on establishing a unique program which will use the knowledge, skills, and practices of indigenous cultures in the maintenance of wellness and the prevention, diagnosis, improvement, or treatment of physical and mental illness.

**“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 January 1, 2026, and continue through June 30, 2028, unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended 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 **\$3,750,000.00**, 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 schedule set forth in Attachment **TBD [Bidder's Cost Proposal]**.
- 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

### 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.

HCA Accounts Payable	<a href="mailto:HCAAdminAccountsPayable@hca.wa.gov">HCAAdminAccountsPayable@hca.wa.gov</a>
Contract Manager: Theresa Tamura	Theresa.Tamura@hca.wa.gov

- 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 [TBD];
- 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.

### 3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

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

CONTRACTOR Contract Manager Information		HEALTH CARE AUTHORITY Contract Manager Information	
Name:		Name:	Theresa Tamura
Title:		Title:	Operations and Engagement Strategist
Address:		Address:	626 8th Avenue SE Olympia, WA 98504
Phone:		Phone:	360-725-1189
Email:		Email:	Theresa.Tamura@hca.wa.gov

### 3.6 KEY STAFF

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

### 3.7 LEGAL NOTICES

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

- 3.7.1 In the case of notice to the Contractor:

**Attention:** Contractor Contact Name  
Contractor Legal Name  
Contractor Street Address  
Contractor City, State Zip+4  
Contractor Email

- 3.7.2 In the case of notice to HCA:

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

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

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

### **3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE**

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

- 3.8.1 Applicable Federal and State of Washington statutes and Regulations;
- 3.8.2 Recitals;
- 3.8.3 Special Terms and Conditions;
- 3.8.4 General Terms and Conditions;
- 3.8.5 Attachment 3(s): Statement(s) of Work;
- 3.8.6 Attachment 1: HCA RFP #2025HCA12;
- 3.8.7 Attachment 2: Contractor Response to HCA RFP #2025HCA12; and
- 3.8.8 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

### **3.9 INSURANCE**

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

#### **3.9.1 Commercial General Liability Insurance Policy**

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

#### **3.9.2 Business Automobile Liability**

In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile

liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**3.9.3 Professional Liability Errors and Omissions**

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

**3.9.4 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.

**3.9.5 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.**

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

**4. GENERAL TERMS AND CONDITIONS**

**4.1 ACCESS TO DATA**

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any Data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, Regulation, or agreement and at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

**4.2 ACCESSIBILITY**

**4.2.1 Requirements and Standards**



Each 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 4.35, *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 43, *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 4.38.3, *Termination for Non-Allocation of Funds*;

4.17.2 Renegotiate the Contract under the revised funding conditions; or

- 4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
- A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
  - C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

#### **4.18 GOVERNING LAW**

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11<sup>th</sup> Amendment to the United States Constitution.

#### **4.19 HCA NETWORK SECURITY**

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.90.040. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on-site.

#### **4.20 INDEMNIFICATION**

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

#### **4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

#### **4.22 LEGAL AND REGULATORY COMPLIANCE**

- 4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and Regulations.
- 4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, Data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.
- 4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

#### **4.23 LIMITATION OF AUTHORITY**

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

#### **4.24 NO THIRD-PARTY BENEFICIARIES**

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

## **4.25 NONDISCRIMINATION**

### **4.25.1 Nondiscrimination Requirement.**

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

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

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

### **4.25.3 Default.**

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

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

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, Subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under RCW 49.60. HCA shall have the right to deduct from any monies due to Contractor or Subcontractor, or that thereafter become due, an amount for damages Contractor or Subcontractor will owe HCA for default under this provision.



#### **4.26 OVERPAYMENTS TO THE CONTRACTOR**

In the event that Overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

#### **4.27 PAY EQUITY**

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed Substitute Senate Bill 5187, Section 919 (2023 session), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) calendar days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

#### **4.28 PUBLICITY**

- 4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.

- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any service furnished by Contractor in which HCA's name is mentioned, language is used, or internet links are provided from which the connection of HCA's name with Contractor's services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

#### **4.29 RECORDS AND DOCUMENT REVIEW**

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, Regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].
- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **4.30 REMEDIES NON-EXCLUSIVE**

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

#### **4.31 RIGHT OF INSPECTION**

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

#### **4.32 RIGHTS IN DATA/OWNERSHIP**

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

*hire*” as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, Databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

- 4.32.2 If for any reason the Work Product would not be considered a “*work made for hire*” under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

#### **4.33 SEVERABILITY**

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

#### **4.34 SITE SECURITY**

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or Regulations. Failure to comply with these Regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

#### **4.35 SUBCONTRACTING**

- 4.35.1 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.
- 4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.35.3 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.
- 4.35.4 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.
- 4.35.5 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.

#### **4.36 SURVIVAL**

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract

will survive. In addition, the terms of the sections titled Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, and Rights in Data/Ownership will survive the termination of this Contract. The right of HCA to recover any Overpayments will also survive the termination of this Contract.

#### **4.37 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.

#### **4.38 TERMINATION**

##### **4.38.1 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."

##### **4.38.2 Termination for Convenience**

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior

to the Effective Date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

#### 4.38.3 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.

#### 4.38.4 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.

#### 4.38.5 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.

### **4.39 TERMINATION PROCEDURES**

4.39.1 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.

4.39.2 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.

- 4.39.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
  - B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
  - C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
  - D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
  - E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
  - F. Complete performance of any part of the work that was not terminated by HCA; and
  - G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

#### **4.40 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.

## **4.41 TREATMENT OF ASSETS**

### **4.41.1 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.

### **4.41.2 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.

### **4.41.3 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.

### **4.41.4 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.

### **4.41.5 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.



#### **4.42 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.

#### **4.43 WARRANTIES**

- 4.43.1 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.
- 4.43.2 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.
- 4.43.3 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.
- 4.43.4 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 #2025HCA12**

RFP #2025HCA12, 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 RFP #2025HCA12**

Contractor's response to RFP #2025HCA12, dated \_\_\_\_\_, is an integral part of this Contract and is incorporated herein reference.

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

The Contractor will provide Policy and Medicaid Strategy Consulting Services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- i. Advise and support HCA in continuing the implementation and infrastructure of the MTP 2.0 Waiver, including Community Information Exchange and other opportunities, and assist HCA in the development and submission of the new Waiver Renewal which includes evaluation of implications of federal proposals, policies, or modifications that impact waivers, as well as consulting and implementation support;
- ii. Assist HCA in the development, implementation, and protocols of a separate, standalone Traditional Health Care Practices 1115 Waiver;
- iii. Assist HCA in adherence to, and guidance on, applicable state and/or federal laws, rules, and CMS' Special Terms and Conditions ([CMS' STC's](#)) and policies as well as provide strategic advice on policy, legislative and regulatory analysis, scaling, connecting, and sustaining MTP policies, procedures, and protocols among the MTP and HCA initiatives; and
- iv. Develop or implement options and recommendations for HRSN services, the Reentry Initiative, other MTP initiatives, and/or other potential Waiver offerings and provide support for other HCA initiatives related to known, and yet-to-be determined, policies such as the WA Cares Act, and other impactful initiatives and policy direction that impact the Medicaid/Apple Health population.

#### **A. MTP 2.0 Waiver Continuation and MTP Waiver Renewal**

Contractor will assist HCA in supporting the continuation of the MTP 2.0 Waiver and the development of a separate MTP Waiver Renewal by:

- i. Assisting in the development of HCA's Waiver vision and framework that builds upon the prior MTP Waivers and serves to anchor and organize initiatives in future Waiver Renewals;
- ii. Supporting HCA in the planning, development and submission of an MTP Waiver Renewal including:
  - 1) Assisting HCA in the development of an MTP Waiver application to be submitted to CMS and in negotiating the approval of the Waiver by CMS; and
  - 2) Advising on initiatives and policies, performing analysis of options and providing review of drafts of the application. While HCA staff will perform original drafting of the application, at HCA's discretion, the Contractor may perform original drafting for key elements of the application.
- iii. Advising on rules, options, and decision making related to financing of the proposed Waiver initiatives, including recommendations to HCA across Waiver initiatives on the financing of the non-federal share, budget neutrality calculations, and implications of CMS guidance on budget neutrality;
- iv. Collaborating with HCA staff to periodically review and update the workplan of key activities and milestones for overall Waiver Renewal including, but not limited to, memorializing key decisions, interpreting CMS transparency rules, and public/Tribal engagement requirements, tracking open issues, and other guidance from HCA leadership;

- v. Providing technical assistance and consultative advice to HCA on federal authorities, and examples and precedents from other states, to inform understanding and, ultimately, decision-making on exploring new initiatives, renewal, and transition options; and

## **B. Traditional Health Care Practices 1115 Waiver**

Contractor will assist HCA in the implementation, development, and decision-making process of the standalone Traditional Health Care Practices 1115 Waiver, by:

- i. Providing advice to HCA and participating Tribes in support of the Traditional Health Care Practices 1115 Waiver. HCA anticipates submitting a standalone Waiver to CMS by December 31, 2025. If not complete, Contractor's role will be to support the team in the completion of the Waiver submission. Once the Waiver has been submitted, Contractor's main role in this effort is to support negotiations as needed with CMS and advise and assist in the development of new protocols and implementation after submission;
- ii. Advising HCA on rules and options related to financing and impact across Waiver initiatives of the non-federal share.
- iii. Collaborating with HCA to periodically review and update the workplan of key activities and milestones for overall Waiver Renewal (considering CMS transparency, public/tribal engagement requirements and other guidance with HCA leadership). Assisting HCA with tracking open issues, memorializing key decisions, finalizing policy recommendations, and providing technical assistance and consultative advice;
- iv. Participating in discussions with CMS to support and resolve Waiver issues and questions, including negotiation of STCs with CMS after Waiver Renewal submission; and
- v. Advising HCA on federal strategy and Waiver negotiations to position Washington's Waiver for approval and provide advice to HCA in negotiating HCA's Waiver Renewal with CMS.

## **C. Medicaid and Policy Strategy Opportunities**

Contractor will develop and implement options and recommendations, and provide ongoing advisement to HCA for HRSN policy design, implementation issues, services, and other MTP and Waiver offerings by:

- i. Advising HCA on HRSN services, including but not limited to, operational development and implementation including definitions, delivery system models and provider networks, payment issues, monitoring and evaluation requirements, and roles and responsibilities of the ACH-run Community Care Hubs and the statewide Native Hub, as needed.
- ii. Supporting HCA in prioritizing areas of focus and identifying and refining policy options.

## **D. Additional 1115 Waiver Policy Support**

Contractor will provide strategic advice on scaling, connecting, and sustaining MTP policies among future policy and delivery system initiatives by:

- i. Providing strategic advice related to potential policies and strategies, regulatory changes or emerging issues, including but not limited to the MTP Waiver Renewal, WA Cares

along with other state and federal policy consultation, implementation considerations, and other 1115 Waiver policy initiatives that impact HCA's work.

- ii. Working with HCA to mutually identify policy options of focus and to determine deliverables that can be accommodated within a SOW and funding limits.

#### **E. Deliverables**

- i. Coordinate and participate in strategy sessions with HCA in preparation of continuing the implementation of the MTP 2.0 Waiver and the successful completion and submission of the application and approval of the MTP Waiver Renewals.
- ii. Participate in negotiations of the MTP Waiver Renewal which will involve coordination with CMS, across multiple divisions at HCA and sister agency coordination. Participate in the successful implementation of the Traditional Health Care Practice 1115 Waivers.
- iii. Develop and execute deliverables in support of the new MTP Waiver Renewal implementation.
- iv. Submit an outline to HCA describing an approach to developing Waiver policies, decision practices, and operationalizing the key elements of Waivers as well as identifying new policy implications based on federal and state activities.
- v. Develop and provide implementation options and recommendations for HRSN services, the reentry initiative, other MTP initiatives, or other potential Waiver offerings.
- vi. Provide support for other HCA initiatives related to known and yet-to-be determined federal and state policies such as the WA Cares Act, and other impactful initiatives and policy direction that impact the Medicaid/Apple Health population.