



REQUEST FOR QUALIFICATIONS AND QUOTATIONS (RFQQ)  
**RFQQ NO. 2023HCA5**

**NOTE:** *If you download this RFQQ from any source other than the [Washington Electronic Business Solution \(WEBS\)](#), you are responsible for registering in WEBS for your organization to receive any RFQQ amendments, including Bidder questions/agency answers. HCA is not responsible for any failure of your organization to register in WEBS or any other repercussions that may result to your organization because of this failure.*

**PROJECT TITLE:** Certified Peer Counselor Testing Events

*Any bidder who is awarded a contract through this RFQQ shall not participate in any work related to Certified Peer Counselor Training Events during any resulting Contract. Any questions may be directed toward RFQQ Contact.*

**BID DUE DATE:** May 30, 2023 by 10:00 AM Pacific Time, Olympia, Washington, USA.

Only emailed bids will be accepted.

**ESTIMATED TIME PERIOD FOR CONTRACT:** July 1, 2023 to June 30, 2024

The Health Care Authority reserves the right to extend the contract for up to five (5) additional one (1) year periods, dependent on mutual agreement of the contract terms by the parties and available funding.

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

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# 1. INTRODUCTION

## 1.1 DEFINITIONS

Definitions for the purposes of this RFQQ include:

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

**Approved Oral Panelist** – means a Certified Peer Counselor who has been approved by DBHR Peer Support Staff and who has completed the Approved Oral Panelist training.

**Approved Oral Panelist Trainees** – means Certified Peer Counselors who have been approved by DBHR Peer Support Staff and are training to become an Approved Oral Panelist.

**Approved Training Organization** – means a contracted, Washington State Certified Peer Counselor training organization approved by DBHR Peer Support Staff or a Behavioral Health Agency, Managed Care Organization, or tribal community using the DBHR approved curriculum paired with DBHR approved trainers.

**Bid** – a formal offer submitted in response to this solicitation. To be responsive, a Bid must include all items outlined in Section 3, Bid Contents and Requirements. Two such items that may be referred to throughout this document are:

- 1) **Quotation** – Bidder's cost as described in Section 3.9 and Exhibit D.
- 2) **Qualifications** – Bidder's qualifications as described in Section 3.7 and Exhibit C.

**Bidder** – an individual or company interested in the RFQQ that submits a Bid to attain a contract with the Health Care Authority.

**Business Day** – Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington, unless otherwise specified within the RFQQ.

**Certified Peer Counselor** or **CPC** – means an individual who has been trained to support those with mental health, psychological trauma, or substance use by completing the DBHR Certified Peer Counselor training and passing the approved related tests.

**DBHR Peer Support Staff** - means the DBHR staff who work on the Recovery Support Services Team and whose primary work duties are associated with the Peer Certification and Training Program.

**Division of Behavioral Health and Recovery** or **DBHR** – Division within the Health Care Authority which is designated as the state mental health authority to administer the state and Medicaid funded mental health programs authorized by RCW chapters 71.05, 71.24, and 71.34.

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

**Lived Experience** - means the journey an individual has personally experienced with Behavioral Health.

**Peer** – an individual who is receiving or who has received mental health services or a parent or legal guardian of a child who is receiving or who has received mental health services.

**Peer Run Organization** – an organization in which a majority of the people who oversee the organization's operation and who are in positions of control, have lived and living experience with mental health and/or substance use.

**Request for Qualifications and Quotations (RFQQ)** – a formal solicitation document in which a service or need is identified, and organizations are invited to provide their qualifications and quotation to provide the services.

**Revised Code of Washington (RCW)** – The laws of the state of Washington, as enacted by the Legislature. Any references to specific titles, chapters, or sections of the RCW includes any substitute, successor, or replacement title, chapter, or section. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

**Subcontractor** – a person, partnership, or entity not in the employment of or owned by the Bidder, who would be performing all or part of the services under this RFQQ under a separate contract with or on behalf of the Bidder. The term “Subcontractor” means Subcontractors in any tier.

**Substance Use Disorder (SUD)** – means a disorder that is present when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home.

**Testing Event** – an event where both a written test and a scored oral interview are held after a participant has completed the required training to become a Certified Peer Counselor. Testing Events should be completed within one (1) week of completion of training when possible.

**Training Event** – a 36-hour classroom training in Peer Counseling that has been approved by the state of Washington. Completion of this training is required for an individual to become certified by the state of Washington as a peer counselor.

**Unresponsive** – means a proper response to this procurement has not been received by the RFQQ Coordinator and therefore will not be considered as a response to the procurement or scored.

**Washington’s Electronic Business Solution or WEBS** – An internet-based bid notification system HCA uses to post competitive solicitations. Individuals and organizations interested in state contracting opportunities with the Department of Enterprise Services or any state agency should [register](#) for competitive solicitation notices on WEBS. *Note: There is no cost to register on WEBS.*

**1.2 ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES**

HCA Request for Qualifications and Quotations Released	April 24, 2023
Pre-Bid Conference (not mandatory)	May 8, 2023 - 1:00 PM
Questions Due	May 15, 2023 - 10:00 AM
Interested Subcontractor Information Due	May 15, 2023 – 10:00 AM
Answers Posted*	May 19, 2023 - 10:00 AM
Interested Subcontractor Information Posted	May 19, 2023 – 10:00 AM
Complaints Due (if applicable)	May 22, 2023
<b>Bids Due</b>	<b>May 30, 2023 - 10:00 AM</b>
Announce “Apparent Successful Bidder” via WEBS	June 14, 2023
Debrief Request Deadline	June 20, 2023 - 10:00 AM

Bidder Debrief Conference Dates ( <i>via Zoom</i> )	June 21-23, 2023
Estimated Contract Start Date	July 1, 2023

*\*Dates are anticipated and subject to change without an official amendment.*

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

**1.3 PURPOSE AND OBJECTIVES**

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Qualifications and Quotations (RFQQ) to solicit Bids from organizations interested in providing Certified Peer Counselor (CPC) testing by holding Testing Events to build the Behavioral Health workforce across Washington State. HCA is seeking one (1) or more Washington based organizations that value recovery and understand the need to ensure consistency and dependability of the Washington State CPC testing. The organization(s) will promote recovery and resiliency principles during all Testing Events.

HCA seeks to make the best use of limited resources while providing the highest quality testing experience. Bidders must be able to provide an environment conducive to the successful administration of the Division of Behavioral Health and Recovery (DBHR) approved CPC written test and oral test. Bidder will facilitate and administer the written test, and will facilitate and monitor oral test which will be administered and scored by an approved panel of CPCs hired by Bidder.

HCA intends to award up to five (5) contracts to provide the services described in this RFQQ.

All approved CPC Training Events are facilitated by CPCs and all approved CPC Testing Events are proctored and administered by CPCs. DBHR has approved three curriculums: Standard, Youth and Family, and Bridge. Each of these curriculums focus on the same core competencies. All three (3) training curriculums result in the same certification of completion, and therefore have the same testing requirements. For CPC certification, participants who have successfully completed a CPC Training Event are required to take a written test and an oral test administered by a DBHR approved testing panel.

The current and expected future demand for more CPCs has increased the need additional CPC Training Events and Testing Events. HCA is looking for organizations to provide a diverse group of oral panelists to meet the culturally diverse Peer support workforce and administer the written and oral exams.

**1.4 BACKGROUND**

Since 2005, DBHR has been committed to developing this program, which over the years has grown to meet the workforce demands. The initial program focused primarily on mental Health certified peer counseling. In 2017, DBHR began pilot programs to include Substance Use Disorder (SUD) certified peer programs. In 2019, SUD Peer support services were added to the Medicaid state plan.

Currently, agencies are robustly using Peer support in a wide range of behavioral health programs, such as: mental health; substance use; youth and family supported housing; supportive employment; emergency rooms; and bridging programs. Peer support is a powerful service proven to be successful in promoting wellness and recovery.

HCA is committed to maintaining the quality and integrity of CPC testing, especially during health system changes and expansion of the behavioral health workforce.

## 1.5 SCOPE OF WORK

During the contract period, July 1, 2023 through June 30, 2024, Contractor(s) will coordinate with HCA Contract Manager, Approved Training Organizations, other testing organizations, and testing participants to organize and provide a total of approximately thirty-two (32) CPC Testing Events which will include written and oral portions. The total number of Testing Events will be divided among successful Bidders, up to the total maximum events applied for by Bidder, and/or as need and availability allow. Each Bidder will be asked to choose a number of Testing Events to apply for with each type of Testing Event they wish to bid on. No preference will be given to any Bidder based on the number or type of Testing Events the Bid contains. If HCA needs additional Testing Events to meet workforce demand, additional Testing Events may be added to the awarded Contract(s) at the rate set in contract and as agreed to by parties.

Each Testing Event will require the following services:

### Testing Events

1. Training and Testing Contractors will coordinate with the HCA Contract Manager and each other to schedule Training Events and Testing Events. Events must be scheduled at least three (3) months in advance of event date, unless exception approved by the HCA Contract Manager. Training and Testing Event Contractors are expected to remain in contact throughout the Training Event and Testing Event process to allow for the appropriate information exchange.
2. Participants planning to become CPCs will be contacted and registered for Training Events by the Approved Training Organizations. Scheduled Testing Event information will be given to participants who complete training. Approved Training Organizations, Testing Event organizations, and participants who have completed the Training Event, will coordinate to schedule signing up for Testing Events. Approximately twenty to thirty (20-30) participants will be registered for each Testing Event.
3. Testing Contractors will be responsible for providing an HCA approved electronic platform for participants to take written and oral tests for online Testing Events. Contractor will also provide technical support as needed.
4. Pretests and tests given to participants by Contractor will be standardized and be provided by the HCA Contract Manager for Contractor use. Sharing of test questions and answers to be only on as needed basis, there must be no sharing of questions or answers with anyone taking test or with contractors providing Training Events.
5. The majority of Testing Events will take place virtually. In-person Testing Event(s) will be divided between Eastern and Western Washington and will be held at Department of Corrections locations. Exact locations will be established after ASB is chosen.

### Written Testing

1. Written tests will take place within one (1) week following the Training Event. If a later testing date is needed, date(s) must be scheduled no later than three (3) weeks following a Training Event and must be pre-approved by HCA Contract Manager.
2. Testing Contractor will be responsible for conducting Testing Event registration, documenting attendance during Testing Events, and documentation of testing results.
3. The approved, current DBHR Certified Peer Counselor tests will be used for each Testing Event without modification.
4. Contractor to provide a list of test participants and testing results to HCA Contract Manager within two (2) weeks of Testing Event.

### Oral Panel Testing

1. Oral tests will be held after the written test has been held, and will be no later than one (1) week following the end of the CPC Training Event. Any exceptions to be pre-approved by HCA Contract Manager.
2. Oral tests must be given and scored by three (3) Approved Oral Panelists as defined herein. A list of Approved Oral Panelists eligible for Testing Events will be provided by HCA Contract Manager to Contractor(s).
3. An Oral Panelist's approval may be revoked by HCA. Therefore, Testing Event Contractor to advise Contract Manager when scheduling Oral Panelists to confirm Oral Panelist still approved.
4. Contractor will recruit, coordinate, and compensate the Approved Oral Panelists used to fill the panels for the oral portion their contracted Testing Events.
5. Contractor will provide any participant's oral recording and score sheets to HCA Contract Manager for review upon request.

### Training for Approved Oral Panelists Conducting Oral Exams

1. Contractor will coordinate with DBHR Peer Support Staff to provide Training Events for the Approved Oral Panelists selected to conduct and score the oral portion of the Certified Peer Counselor exam.
  - Trainings will be a minimum of four (4) hours;
  - Contractor will use the DBHR developed and approved Fundamentals of Oral Testing for CPCs Curriculum; and
  - Approved Oral Panelists must complete the oral panelist training and be approved by HCA Contract Manager before participating in a testing panel during a Testing Event.
2. Contractor will be responsible for compensation of CPC participants training to become Approved Oral Panelists.
3. Contractor will create and utilize an attendance sheet to collect participants email, phone number, and address for Approved Oral Panelist Trainees, as well as certificates of completion for the resulting CPCs. Copies of the certificates and completed attendance sheet will be submitted to HCA Contract Manager.

## **1.6 MINIMUM QUALIFICATIONS**

The following are the minimum qualifications for Bidders:

- A. Licensed to do business in the state of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- B. Must have at least two (2) staff members with a minimum of two (2) years of experience each with the HCA/DBHR Certified Peer Counselor program; with at least one (1) of those years being an Approved Oral Panelist.
- C. Must be a Peer Run Organization, as defined herein, dedicated to behavioral health recovery support services with headquarters located in Washington State.
- D. Must have experience with participating in holding a training and/or testing event with a minimum of five (5) participants.



## **1.7 FUNDING**

HCA plans to award between two (2) and five (5) Contracts to ASB(s) for providing CPC Testing Events. The amount awarded to each ASB will be dependent upon Bid amounts submitted per Testing Event and the number of Testing Events awarded to each Contractor.

- HCA intends to award two (2) to five (5) Contracts.
- ASBs will provide an overall total of approximately thirty-two (32) CPC Testing Events. The total number of Testing Events will be divided among successful Bidders, up to the total maximum events applied for by Bidder, and/or as need and availability allow.
- Each Bidder will be asked to choose a number of Testing Events to apply for with each type of Testing Event they wish to bid on. No preference will be given to any Bidder based on the number or type of Testing Events Bid contains
- If additional Testing Events are needed to meet workforce demand, additional Testing Events may be added to the awarded Contract(s) at the rate set in contract and as agreed to by parties.
- Bids will be considered Unresponsive, as defined herein, if bid prices exceed the following amounts per event:
  - Online CPC Testing Event: \$4,000
  - In Person CPC Testing Event (Western Washington): \$4,500
  - In Person CPC Testing Event (Eastern Washington): \$5,500
  - Panelist Testing Event: \$4,000

Additionally, HCA expects this project to continue beyond the initial Contract term with additional Training Events and increased funding. At HCA's sole discretion, the Contracts awarded may be extended in one-year increments through June 30, 2029, with a potential fifty-percent (50%) increase in both work and funding to each additional year of service. Any additional Testing Events added to Contract will be agreed to by all parties prior to assigning additional events and will be at the rate set in Contract.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. HCA may provide additional funding or de-obligate unused funds, if it is deemed by HCA, in its sole discretion, to be in HCA's best interest relative to the overall purpose and objective as stated herein.

## **1.8 PERIOD OF PERFORMANCE**

The period of performance of any Contract resulting from this RFQQ is tentatively scheduled to begin on or about July 1, 2023 and end on June 30, 2024.

HCA reserves the right to extend the contract for five (5) one (1) year periods.

## **1.9 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

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

## **1.10 ADA**

HCA complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFQQ Coordinator to receive written information in another format (e.g., large print, audio, accessible electronic formats, and other formats).

## 2. GENERAL INFORMATION FOR BIDDERS

### 2.1 RFQQ COORDINATOR

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

Name	Tiffany Bryden
E-Mail Address	<a href="mailto:HCAProcurements@hca.wa.gov">HCAProcurements@hca.wa.gov</a>

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

### 2.2 PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on May 8, 2023 at 1:00 p.m. Pacific Time. The pre-bid conference will be held via Zoom, Applicants can access the webinar with the following information:

#### **RFQQ PRE-BID CONFERENCE**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82471791681?pwd=MUNpM2taUm1uTnJ4aVRHNjdtWlNOdz09>

Webinar ID: 824 7179 1681

Passcode: 349678

Join by phone:

+1-253-215-8782 (Tacoma)

+1-253-205-0468 (US)

Interested bidders are encouraged attend; however, attendance is not mandatory.

HCA will be bound only to HCA written answers to questions. Questions arising at the pre-bid conference or in subsequent communication with the RFQQ Coordinator will be documented and answered in written form. A copy of the questions and answers will be posted on WEBS.

If you need an accommodation, contact the RFQQ Coordinator at least three (3) business days prior to the scheduled pre-bid conference date.

### 2.3 INTERESTED SUBCONTRACTOR LIST

HCA supports and encourages contracts and subcontracts with small, diverse, and veteran-owned businesses. To support participation in this process, the RFQQ Coordinator will add a list of Interested Subcontractors to the RFQQ. The RFQQ Coordinator will prepare the List based on the timely and complete submission of specific information requested in this section. The purpose of the List is to communicate to prime bidders the capabilities of interested subcontractors who can perform components of this RFQQ's Scope of Work.

#### A. Interested Subcontractor Instructions

- i. Failure to follow the instructions in this section may prevent your information from being included in the List.
- ii. An interested party must complete the below table to submit their organization name, contact information, and the summary of their capabilities as they relate to this RFQQ's Scope of Work. Submissions are limited to what is requested in the table below and capability summaries must be two paragraphs or less.
- iii. The RFQQ Coordinator will only include the information requested below. Do not submit marketing materials.
- iv. Submissions must be emailed to the RFQQ Coordinator, with the subject line "RFQQ 23HCA5 Interested Subcontractor List – [Interested Subcontractor Name]" by the date specified in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES).
- v. All material submitted for the Interested Subcontractor List becomes a public record.

Interested Subcontractor Name	Contact Name	Contact Address, Phone Number, and Email Address	Summary of your capabilities as it relates to the Scope of Work

**B. Posting Date**

Complete and timely submissions will be compiled and posted in alphabetical order by interested subcontractor name. HCA anticipates the List will be posted as an RFQQ amendment on the *Interested Subcontractor List Posted* date identified in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES). Late submissions will not be posted.

**C. Information Provided As-Is**

The Interested Subcontractor List is provided as an opportunity to support participation in this RFQQ. HCA provides this information as a courtesy with no warranties or representations as to any party and no guarantee of a subcontract. The Interested Subcontractor List shall not be construed as an endorsement by the state of Washington or HCA. The interested party is responsible for the completeness and accuracy of their submission.

**2.4 BIDDER QUESTIONS PERIOD**

Bidders are provided an opportunity to ask questions during the bidder question period which starts April 24, 2023, the date of the RFQQ posting, and concludes May 15, 2023, the Questions Due date, specified in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES).

- A. Questions regarding the RFQQ will only be accepted in writing, sent by email to the RFQQ Coordinator. The Bidder must use the following email subject line when submitting questions: "RFQQ 2023HCA5 Question(s) – [Bidder Name]" to ensure timely receipt.

- B. HCA anticipates it will post answers to the questions in WEBS as an RFQQ amendment on May 19, 2023, the *Answers Posted* date specified in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES).
- C. HCA is under no obligation to respond to any questions received after May 15, 2023, the Questions Due date, but may do so at its discretion.

## 2.5 SUBMISSION OF BIDS

Bids must be received by the RFQQ Coordinator no later than May 30, 2023, the Bid Due deadline in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES). Bids must be submitted electronically as an attachment to an e-mail sent to the RFQQ Coordinator and meet the following requirements:

- A. Attachments to e-mail must be in PDF format.
- B. Email must have the subject line: 2023HCA5 – CPC Testing Events - Tiffany Bryden.
- C. Email must be addressed to **Tiffany Bryden** at [HCAProcurements@hca.wa.gov](mailto:HCAProcurements@hca.wa.gov).
- D. Application documents must be completed electronically and submitted as one PDF document.
- E. Applicants must enter all responses into the Application Packet as it is attached hereto.
- F. Applicant responses must not exceed one (1) page per question.
- G. Zipped files cannot be received by HCA and cannot be used for submission of Bids.
- H. The following forms and certifications must have the signature of an individual within the Bidder organization authorized to bind the Bidder to the offer:
  - i. Bidder Profile and Submittal Form (Exhibit A, Section A);
  - ii. Proclamation 21-14 – COVID-19 Vaccination Certification (Exhibit A, Section C);
  - iii. Executive Order 18-03 Worker’s Rights (Exhibit A, Section D);
  - iv. Qualifications (Exhibit B); and
  - v. Assurances (Exhibit C).
- I. HCA does not assume responsibility for problems with Bidder’s e-mail. If HCA e-mail is not working, appropriate allowances will be made.

Bidders should allow sufficient time to ensure timely receipt of the bid by the RFQQ Coordinator. Late bids will not be accepted and will be automatically disqualified from further consideration, unless HCA e-mail is found to be at fault or HCA deems a grace period is in the best interest of the State. All bids and any accompanying documentation become the property of HCA and will not be returned.

## 2.6 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

Any information in the bid that the Bidder desires to claim as proprietary and exempt from disclosure under chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of a document, must be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified and must reference either: (1) the specific basis claimed under 42.56 RCW, or (2) a statement of why the information is designated propriety. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire bid exempt from disclosure or as Proprietary Information will not be honored.

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

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

The submission of any public records request to HCA pertaining in any way to this RFQQ will not affect the solicitation schedule, as outlined in Section 1.2, unless HCA, in its sole discretion, determines that altering the schedule would be in HCA's best interests.

## **2.7 REVISIONS TO THE RFQQ**

If HCA determines in its sole discretion that it is necessary to revise any part of this RFQQ, then HCA will publish addenda on WEBS. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFQQ and will be published on WEBS.

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

## **2.8 COMPLAINT PROCESS**

The complaint process allows potential Bidders to focus on the solicitation requirements and evaluation process and raise issues early enough in the process to allow HCA to correct a problem before bids are submitted. The complaint period starts on the date of the RFQQ posting and concludes on the *Complaints Due* date identified in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES).

- A. Potential Bidders may submit a complaint to HCA based on any of the following:
  - i. The RFQQ unnecessarily restricts competition;
  - ii. The RFQQ evaluation or scoring process is unfair or unclear; or
  - iii. The RFQQ requirements are inadequate or insufficient to prepare a response.
- B. For a complaint to be considered, it must be received by HCA by 5:00 pm PT on the *Complaints Due* date identified in Section 1.2. The complaint must:
  - i. Be in writing;
  - ii. Be sent to the RFQQ Coordinator, or designee;

- iii. Clearly articulate the basis for the complaint; and
- iv. Include a proposed remedy.

C. HCA will address any complaint as follows:

- i. The RFQQ Coordinator, or designee will respond to the complaint in writing.
- ii. The response to the complaint and any changes to the RFQQ will be posted on WEBS.
- iii. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response.

Complaints may not be raised again during a protest and HCA's action or inaction in response to a complaint will be final. There is no appeal process.

## **2.9 RESPONSIVENESS**

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

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

## **2.10 MOST FAVORABLE TERMS**

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

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

## **2.11 RECEIPT OF INSUFFICIENT NUMBER OF BIDS**

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

## **2.12 NO OBLIGATION TO CONTRACT**

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

## **2.13 REJECTION OF BIDS**

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

### 3. BID CONTENTS AND REQUIREMENTS

#### 3.1 BID CONTENTS OVERVIEW

Bids must be submitted per the instructions in Sections 2.5 (SUBMISSION OF BIDS) and 3.2 (BID REQUIREMENTS AND GUIDELINES) in the order noted below.

A. Bidder Forms and Certifications (Exhibit A)

All the following are included in Exhibit A:

- i. Bidder Profile and Submittal Form\* (Section 3.3 and Exhibit A, Section A)
- ii. Diverse Business Inclusion Plan (Section 3.4 and Exhibit A, Section B)
- iii. Proclamation 21-14 – COVID-19 Vaccination Certification\* (Section 3.5 and Exhibit A, Section C)
- iv. Executive Order 18-03 Worker's Rights\* (Section 3.6 and Exhibit A, Section D)

B. Assurances\* (Section 3.7 and Exhibit B)

C. Qualifications\* (Section 3.8 and Exhibit C)

D. Quotation (Section 3.9 and Exhibit D)

E. Draft Contract (Section 3.10 and Exhibit E)

*\*Authorized signature required*

#### 3.2 BID REQUIREMENTS AND GUIDELINES

Bids must comply with the requirements or restrictions listed below. Failure to do so may result in the disqualification of the Bidder's Bid:

- A. State the Bidder's full legal name on the first or cover page of the Bid.
- B. Bids must provide information in the same order as presented in this RFQQ and with the same headings. Title and number each item in the same way it appears in the RFQQ. Each question must be restated prior to the Bidder's response.
- C. **All items listed in Section 3.1 (BID CONTENTS OVERVIEW) must be included as part of the Bid for the Bid to be considered responsive;** however, only the following items will be scored during the evaluation process: Executive Order 18-03 Worker's Rights, Qualifications, and Quotation.
- D. Page limits stated in this RFQQ are determined by counting single sides of the response. HCA has no obligation to read, consider, or score any material exceeding the stated page limits. There will be no grounds for protest if critical information is on the pages exceeding the specified page limit that is not reviewed.
- E. Bidders are liable for all errors or omissions contained in their Bids. Bidders will not be allowed to alter Bid documents after the deadline for Bid submission. HCA is not liable for any errors in Bids.



HCA is under no obligation to consider any supplemental materials submitted that were not requested.

### **3.3 BIDDER PROFILE AND SUBMITTAL FORM (MANDATORY)**

Exhibit A, *Bidder Forms and Certifications*, Section A, *Bidder Profile and Submittal Form*, must be completed in its entirety and signed and dated by a person authorized to legally bind the Bidder to a contractual relationship (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship).

### **3.4 DIVERSE BUSINESS INCLUSION PLAN (MANDATORY)**

Exhibit A, *Bidder Forms and Certifications*, Section B, *Diverse Business Inclusion Plan* must be completed in its entirety. In accordance with legislative findings and policies set forth in RCW 39.19 the state of Washington encourages participation in all contracts by organizations certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for organizations certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for organizations that are Washington Small Businesses. Participation may be either on a direct basis or on a Subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental regulations included or referenced in the contract documents will apply.

### **3.5 COVID-19 VACCINATION CERTIFICATION (MANDATORY)**

Bidder must review and complete Exhibit A, *Bidder Forms and Certifications*, Section C, *COVID-19 Vaccination Certification* to respond as to whether or not the Bidder complies with Proclamation 21-14.1 – COVID-19 Vaccination Requirement. Bidder must sign and return this certification as part of its Bid.

Note: Compliance with the Proclamation is mandatory. For more information, please visit <https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/505-160-VaccinationRequirementFAQs.pdf>.

### **3.6 EXECUTIVE ORDER 18-03 (MANDATORY/SCORED)**

Bidder must review Exhibit A, *Bidder Forms and Certifications*, Section D and respond as to whether the Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses and class or collective action waivers.

### **3.7 ASSURANCES (MANDATORY)**

Exhibit C, *Assurances* must be completed in its entirety in accordance with the page limits identified within the Exhibit (See Section 3.2(E)). Bidder should respond using Exhibit C as its template, to ensure compliance with the formatting requirements outlined in Section 3.2(B).

### **3.8 QUALIFICATIONS (MANDATORY)**

Exhibit B, *Qualifications* must be completed in its entirety in accordance with the page limits identified within the Exhibit (See Section 3.2(E)). Bidder should respond using Exhibit B as its template, to ensure compliance with the formatting requirements outlined in Section 3.2(B).

### 3.9 QUOTATION (MANDATORY/SCORED)

The maximum cost proposed for this contract will be dependent on what type of and how many Testing Events are proposed. Quotes from each Bidder must not exceed the following, per event, in order to be considered responsive to this RFQQ.

Type of Testing Event	Maximum Cost Bid per Event
Online CPC Testing	\$4,000
In Person CPC Testing (Western Washington)	\$4,500
In Person CPC Testing (Eastern Washington)	\$5,500
Panelist Testing Event	\$4,000

HCA is planning to award between two (2) to five (5) Contracts and divide approximately 32 Testing Events and 4 Panelist Testing Events among the awarded Contracts. The amount designated to each Contractor will be dependent on quote amounts submitted per Testing Event and amount of Testing Events requested by each Contractor.

All Testing Events will be evenly divided between ASBs up to their maximum number of Testing Events bid per type of event requested or until all Testing Events have been distributed. For example, if there were thirty (30) online Testing Events to take place and three (3) ASBs (one of which only would like two Testing Events and two who have no cap for number of events awarded), one (1) ASB will be awarded two (2) Testing Events, and the remaining 28 Testing Events would be divided evenly between the remaining 2 ASBs, which would be 14 online Testing Events each.

Quotes for each type of Testing Event will be scored separately, and then added to the overall bid score. Therefore, each type of Testing Event will have an overall bid score which will be used to award contracts for each bid type. Bidders could be awarded a Contract with one type of Testing Event or multiple types of Testing Events.

The evaluation process is designed to award this solicitation not necessarily to the Bidder of least cost, but rather to the Bidder whose bid best meets the requirements of this RFQQ. However, Bidders are encouraged to submit bids which are consistent with state government efforts to conserve state resources.

The score for the Quotation will be computed by dividing each Bidder's Quotation response by the lowest Bidder's Quotation response. The resultant number will then be multiplied by X, the maximum possible points for the Quotations Section.

#### A. Identification of Costs

- i. Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Bidder is to submit an overall budgeted cost for each type of Training Event (in person, virtual, and/or oral panelist training), including estimates for any applicable sales and use taxes (see 3.A(ii) below), and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract.
- ii. ASB(s) will be required to collect Washington state sales and use taxes from HCA, as applicable, and for remittance of payment to the Washington State Department of Revenue (DOR). Bidders must identify any expenses to which Washington State sales and use taxes

apply in the Quotation and include an estimated amount for such taxes (based on the current tax rate(s)). HCA understands these amounts may fluctuate as tax rates fluctuate. If a tax isn't specifically identified, HCA will assume it is included in the costs identified.

### **3.10 DRAFT CONTRACT (MANDATORY)**

The ASB will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit D. If Bidder has exceptions to the terms and conditions, they must include with their Bid a copy of the Draft Contract with redline edits/comments documenting the changes they propose to be made if selected as ASB. If the Bidder fails to identify an objection to any particular term or condition, the term or condition will be deemed agreed to by the Bidder. HCA will review requested exceptions and accept or reject the same at its sole discretion.

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

## 4. EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

Responsive Bids will be evaluated strictly in accordance with the requirements stated in this RFQQ and any addenda issued. The evaluation of bids will be accomplished by an evaluation team, to be designated by HCA, which will determine the ranking of the bids. Evaluation teams could be comprised of internal (HCA) and external individuals. Evaluations will only be based upon information provided in the Bidder's Bid.

- A. All bids received by the stated deadline in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES) will be reviewed by the RFQQ Coordinator to ensure that they contain all of the required information requested in the RFQQ. Only responsive bids that meet the requirements will be evaluated by the evaluation team. Any Bidder who does not meet the stated qualifications or any bid that does not contain all the required information will be rejected as non-responsive.
- B. HCA may, at its sole discretion, waive minor administrative irregularities.
- C. The RFQQ Coordinator may, at their sole discretion, contact the Bidder for clarification of any portion of the Bidder's Bid. Bidders should take every precaution to ensure that all answers are clear, complete, and directly address the specific requirement.
- D. Responsive Qualifications will be reviewed and scored by an evaluation team using the weighted scoring system described in Section 4.2 (EVALUATION SCORING). Qualifications will be evaluated strictly in accordance with the requirements set forth in this RFQQ and any addenda issued.
- E. The evaluation of the Quotation and Executive Order 18-03 will be completed by the RFQQ Coordinator.
- F. HCA reserves the right to award the contract to the Bidder whose bid is deemed to be in the best interest of HCA and the state of Washington.

### 4.2 EVALUATION SCORING

Bidders' final scores will be based on the following scored items: Executive Order 18-03, Qualifications, and Quotations.

- A. Executive Order 18-03

Pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), HCA will evaluate bids for best value and provide a preference in the amount of 10 points to any Bidder who certifies, pursuant to the certification included in Exhibit A, Bidder Forms and Certifications, Section D, that their organization does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver. Bidders that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified from evaluation of this RFQQ, however they will receive 0 out of 10 points for this section, Scoring of Qualifications.

- B. Qualifications

Each question in Exhibit C, Qualifications has been assigned a 10 point value. Points will be assigned to each question based upon the average of all evaluation team members scores for the question (0-

10). Any point calculations that result in decimal points will be rounded to the nearest whole number. The maximum points for each question are as outlined in the following Evaluation Table:

Scoring Rubric for Written Response

<b>Evaluation Table</b>	
<b>Section Title</b>	<b>Maximum Points</b>
Program Knowledge 3 questions 10 points per question	30
Experience 4 questions 10 points per question	40
Current Capacity 3 questions 10 points per question	30
Staffing 3 questions 10 points per question	30
<b>Total maximum Points</b>	
	<b>130</b>

Evaluators will score the sections outlined in the Evaluation Table above using the following (0-10) scoring rubric:

<b>Scoring Rubric</b>		
<b>Score</b>	<b>Description</b>	<b>Scoring Criteria</b>
10	Far Exceeds Requirements	The Bidder has provided an innovative, detailed, and thorough response to the requirement, and clearly demonstrates a high level of experience with, or understanding of the requirement.
7	Exceeds Requirements	The Bidder has demonstrated an above-average capability, approach, or solution and has provided a complete description of the capability, approach, or solution.
5	Meets Requirements	The Bidder has an acceptable capability of solution to meet this criterion and has described its approach in sufficient detail to be considered “as substantially meeting the requirements”.
3	Below Requirements	The Bidder has established some capability to perform the requirement but descriptions regarding their approach are not sufficient to demonstrate the Bidder will be fully able to meet the requirements.

1	Substantially Below Requirements	The Bidder has not established the capability to perform the requirement, has marginally described its approach, or has simply restated the requirement.
0	No Value	The Bidder does not address any component of the requirement, or no information was provided.

C. Scoring of Quotation

Exhibit D, Quotation will be scored based on the lowest proposed total cost. Points will be computed according to the formula below. The maximum number of points possible is 30. Any point calculations that result in decimal points will be rounded to the nearest whole number.

Lowest Quotation	x	Quotation Maximum Points	=	Bidder's Quotation Points
Bidder's Quotation				

For example (dollar amounts are for illustrative purpose only):

Quotation-Virtual Testing Event			
Bidder No.	Bidder's Quotation	Lowest Quotation	Awarded Points
1	\$3000	\$2500	16.6/20
2	\$2500	\$2500	20/20

D. Total Score

Evaluation Table – All Scored Items-In Person Testing Events		
Section/Exhibit	Title	Maximum Points
	Executive Order 18-03	10
	Qualifications <ul style="list-style-type: none"> <li>• Program Knowledge (30)</li> <li>• Experience (40)</li> <li>• Current Capacity (30)</li> <li>• Staffing (30)</li> </ul>	130
	Quotation* <ul style="list-style-type: none"> <li>• In Person Testing Events</li> </ul>	30
<b>Total Maximum Points</b>		<b>170</b>

*\*Each bid per Testing Event type will be scored and then incorporated into the total score. Each bidder will then have an overall score for each Testing Event type that they have placed bid for. Bidders with best score for each Testing Event type will be ASB. Choosing to bid on only one (1) or two (2) types of Testing Events will not negatively impact score for that type of Testing Event.*

### 4.3 BEST AND FINAL OFFER (BAFO)

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

#### **4.4 SUBSTANTIALLY EQUIVALENT SCORES**

Substantially Equivalent Scores are scores separated by two percent or less in total points. If multiple bids receive a Substantially Equivalent Score, HCA may leave the matter as scored, or select as the ASB the one bid that is deemed by HCA, in its sole discretion, to be in HCA's best interest relative to the overall purpose and objective as stated in Section 1.3 of this RFQQ.

If applicable, HCA's best interest will be determined by HCA staff, who have sole discretion over this determination. The basis for such determination will be communicated in writing to all Bidders with Substantially Equivalent Scores.

#### **4.5 NOTIFICATION TO BIDDERS**

HCA will announce the ASB to all Bidders via the WEBS notification system.

#### **4.6 DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Any Bidder who has submitted a bid and been notified it was not selected for contract award may request a debriefing conference. The request for a debriefing conference must be received by the RFQQ Coordinator no later than 5:00 p.m., Pacific Time, within three (3) Business Days after the Unsuccessful Bidder Notification is e-mailed to the Bidder. The debriefing will be held within three (3) Business Days of the request, or as schedules allow.

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

- A. Evaluation and scoring of the Bidder's Bid;
- B. Critique of the Bid based on the evaluation; and
- C. Review of the Bidder's final score in comparison with other final scores without identifying the other Bidders.

Topics a Bidder could have raised as part of the COMPLAINT PROCESS (Section 2.9) cannot be discussed as part of the debriefing conference, even if the Bidder did not submit a complaint.

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

#### **4.7 PROTEST PROCEDURE**

A protest may be made only by Bidders who submitted a bid in response to this RFQQ and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) Business Days to file a protest. Protests must be received by the Contracts Administrator no later than 4:30 p.m., Pacific Time, on the fifth Business Day following the Bidder's debriefing. Protests must be submitted by e-mail to ensure timely receipt.

Consistent with RCW 39.26.030, bid submissions and bid evaluations will be available for public inspection following the announcement of ASB(s). If requested by a Bidder who received a debriefing pursuant to Section 4.6, the protest period will not conclude before the requestor has been provided with the applicable bid submissions and bid evaluations and provided five (5) Business Days to review the same. Bidder is responsible for notifying the RFQQ Coordinator of any such public disclosure requests so the timeline can be adjusted accordingly.

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

- A. All protests must be in writing, addressed to the Contracts Administrator, and signed by the protesting party or an authorized agent. The protest must state (1) the RFQQ number, (2) the grounds for the protest with specific facts, (3) complete statements of the action(s) being protested, and (4) the relief or corrective action being requested. Protests must be emailed to [contracts@hca.wa.gov](mailto:contracts@hca.wa.gov) with the following subject line: "RFQQ 2023HCA5 Protest – [Bidder Name]"
- B. Only protests alleging an issue of fact concerning the following subjects will be considered:
  - i. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
  - ii. Errors in computing the score; or
  - iii. Non-compliance with procedures described in the RFQQ, HCA's protest process, or Department of Enterprise Services (DES) policy requirements (POL-DES-170-00).

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

- C. Upon receipt of a protest, HCA will undertake a protest review. The HCA Director, or an HCA employee delegated by the HCA Director who is a neutral party with no involvement in the evaluation and award process (Protest Officer), will review and respond to the protest. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. The Protest Officer will have the right to seek additional information regarding the solicitation from sources they deem appropriate in order to fully consider the protest.
- D. If HCA determines in its sole discretion that a protest from one Bidder may affect the interests of another Bidder, then HCA may invite such Bidder to submit its views and any relevant information on the protest to the Protest Officer. In such a situation, the protest materials submitted by each Bidder will be made available to all other Bidders upon request.
- E. The Protest Officer will issue a written protest response no more than ten (10) Business Days after receipt of the protest, unless additional time is needed, in which case HCA will notify the protesting Bidder in writing. The Protest Officer's decision is final unless the HCA Director exercises their right to make the final agency decision on the protest. There will be no appeal process.
- F. The final determination of the protest will:
  - i. Find the protest lacking in merit and uphold HCA's action; or
  - ii. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or
  - iii. Find merit in the protest and provide options to the HCA Director, which may include:
    - 1) Correct the errors and re-evaluate all bids; or
    - 2) Issue a new solicitation document and begin a new process; or



3) Make other findings and determine other courses of action as appropriate.

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

**5. RFQQ EXHIBITS**

- Exhibit A Bidder Forms and Certifications
- Exhibit B Qualifications
- Exhibit C Assurances
- Exhibit D Quotation
- Exhibit E Draft Contract

REQUEST FOR QUALIFICATIONS AND QUOTATIONS (RFQQ)  
RFQQ NO. 2023HCA5

**EXHIBIT A:**  
**BIDDER FORMS AND CERTIFICATIONS**

**EXHIBIT A –BIDDER FORMS AND CERTIFICATIONS**

**A. BIDDER PROFILE AND SUBMITTAL FORM**

**1. COMPANY INFORMATION:**

(a)	Organization Legal Name*	
	DBA (if any)	
	Street Address	
	Mailing Address:	
	Delivery Address	
	City, State, ZIP	

**\*Organization Legal Name:** HCA requires the legal name of your company as it is registered in the state of Washington or the state in which your company was registered. Enclose proof of the legal name of your company from the Secretary of State’s Office, Washington State Business Licensing Service (<http://bls.dor.wa.gov/>) or your state equivalent if not a Washington business.

(b)	Telephone Number		
	Area Code:	Number:	Extension:
	Toll Free Number		
	Area Code:	Number:	Extension:

(c)	Email Address

(d)	Provide a list identifying which parties of the organization have the authority to sign contracts/amendments on behalf of the organization.

(e)	Names, addresses, e-mail addresses and telephone numbers of the sole proprietor, partners, or principal officers as appropriate to the organization.
	Name & Title:
	Address:

	Email Address:		
	Telephone Number		
	Area Code:	Number:	Extension:

(f)	Primary Contact Person for Questions/Contract Negotiations, including address if different than above		
	Name & Title:		
	Address:		
	Email Address:		
	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

Click in checkbox to select

(g)	Legal Status	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLP	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC
		<input type="checkbox"/> Government		<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other**
		<input type="checkbox"/> S-Corporation		<input type="checkbox"/> Non-Profit (501c3)*	

\*Organizations claiming status under Section 501(c)(3) of the Internal revenue code must provide a copy of the determination letter that recognizes that status.

\*\*If Other was selected, describe Bidder's Legal Status.

(h)	Currently Involved in or planning a merger or divestiture?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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Include a statement of the likelihood of merger, acquisition, or restructuring in the next 5 years.

(i)	WA State UBI	
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Bidder must be licensed in the state of Washington within 30 calendar days of being selected as an Apparently Successful Bidder. If no current UBI affirm that your organization will obtain a business license within this timeframe.

YES  NO

If the State of Washington has exempted your business from state licensing, submit proof of that exemption.

(j)	Federal Tax Identification Number*	
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\*Business tax identification numbers only. Do not provide any personal information.

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

(m)	Subcontractor (s)	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, complete and provide an information sheet for each Subcontractor, providing information for items 1(a) – 1(l) shown above. If any Subcontractor is a minority owned, women owned, veteran owned, or disadvantaged business, include the percentage and dollar amount of their participation.

The substitution of one Subcontractor for another may be made only at the discretion and prior written approval of HCA. The contractor is liable and responsible for all Subcontractor work.

*A Bidder's failure to provide this information may cause the state to consider their bid non-responsive and reject it.*

**2. PROCUREMENT OR FINANCIAL-RELATED CONVICTIONS**

Indicate whether the Bidder or Subcontractor, or any of the Bidder or Subcontractor principal owners, officers or partners has been convicted within the last ten (10) years of any of the following:	<input type="checkbox"/> YES <input type="checkbox"/> NO
---	--

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (b) Conviction or a final determination in a civil action under state or federal statutes of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, violation of the federal false claims act, 31 U.S.C. Sec. 3729 et seq., or the state Medicaid fraud false claims act, chapter 74.66 RCW, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a state contractor;
- (c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.

If yes, submit full details of the terms of the incident including the customer and/or other adverse party name, address, and telephone number. Present the Bidder's position on the matter. HCA reserves the right to contact the customer or other adverse party and their representatives for further investigation of the incident. HCA will evaluate the facts and may, at its sole discretion, reject the bid on the grounds of the past conviction.

If no such criminal conviction has been experienced by the Bidder or Subcontractor in the past ten (10) years, so indicate.

**3. TERMINATION FOR DEFAULT**

Has Bidder or Bidder's Subcontractors had a contract terminated for default within the last five years?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, submit full details including the other party's name, address, and telephone number. The Bidder must specifically grant HCA permission to contact any and all involved parties and access to any and all information HCA determines is necessary to satisfy its investigation of the termination. HCA will evaluate the circumstances and may, at its sole discretion bar the participation of the Bidder from this solicitation.

*If discovered post contract award, failure to disclose any termination for default may result in termination of the contract with liquidated damages.*

**4. FEDERAL & STATE DEBARMENT CERTIFICATION**

Is the Bidder, including any of its officers or holder of controlling interest; or proposed Subcontractors presently or been previously debarred, suspended,	<input type="checkbox"/> YES <input type="checkbox"/> NO
--	--

proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or state contracts or grants by any federal or state department or agency?	
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**5. WAGE PAYMENT REQUIREMENT VIOLATION**

Has Bidder or Bidder's Subcontractors, within the three-year period immediately preceding the date of the bid, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapter 49.46 (Minimum Age Requirements and Labor Standards), 49.48 (Payment of Wages), or 49.52 (Wage Deductions)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, submit full details including the citation and/or judgement, the other party's name, address, and telephone number. The Bidder specifically grants access to HCA to all information HCA determines necessary to satisfy its investigation of the citation and/or judgement. HCA will evaluate the circumstances and may, at its sole discretion bar the participation of the Bidder from this solicitation.

*If discovered post contract award, failure to disclose any termination for default may result in termination of the contract with liquidated damages.*

**6. CONFLICT OF INTEREST INFORMATION:**

(a)	Were any of Bidder's employees, officers or Subcontractor's employees or officers employed by the State of Washington during the last two years?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, state their positions within your organization, proposed duties under any resulting contract, their duties and position during their employment with the state, and the date of their separation from state employment.

Indicate whether individual providing services retired using the 2008 Early Retirement Factors (ERF) or whether the company is owned by an individual who retired under the ERF and receiving compensation as a result of the contracted service.

*Failure to fully disclose any real or potential conflict of interest may result in disqualification of the Bidder or Termination for Default of any contract with the Bidder resulting from this solicitation if discovered post contract award.*

(b)	Is any owner, key officer or key employee of the Bidder related by blood or marriage to an employee of HCA or has close personal relationship to same?	<input type="checkbox"/> YES <input type="checkbox"/> NO
-----	--	--

If yes, identify the parties, identify their current or proposed positions, and describe the nature of the relationship.

(c)	In preparing this bid, has Bidder been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this bid or prospective contract, and who was assisting in other than his or her official, public capacity?	<input type="checkbox"/> YES <input type="checkbox"/> NO
-----	---	--

If yes, please explain.

(d)	Is the Bidder aware of any other real or potential conflict of interest?	<input type="checkbox"/> YES <input type="checkbox"/> NO
-----	--	--

If yes, disclose the nature and circumstance of such potential conflict of interest.

If after review of the information provided and the situation, HCA determines that a potential conflict of interest exists, HCA may, at its sole discretion, disqualify the Bidder from participating in this solicitation.

**7. RECENT WASHINGTON STATE CONTRACTS**

Has the Bidder or any Subcontractor contracted with the state of Washington during the past 24 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO
--	--

If yes, provide the name of the agency, the contract number, and project description and/or any other information available to identify the contract.

**8. PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE**

Does Bidder’s bid contain any proprietary or confidential information? Is Bidder claiming an exemption under chapter 42.56 RCW, the Public Records Act, or other state or federal law that provides for nondisclosure of a record?	<input type="checkbox"/> YES <input type="checkbox"/> NO
--	--

If yes, provide an indexed list, identifying location of proprietary information by document name, page number, and location on page where the proprietary information is in the response. Each page claimed to be exempt from disclosure must reference either (1) the specific basis claimed under Chapter 42.56 RCW, the Public Records Act, or (2) a statement of why the information is designated proprietary or exempt from disclosure. Additionally, each page claimed to be exempt from disclosure must be clearly identified by the word “Proprietary” printed on the lower right-hand corner of the page. Stating or marking the entire bid or entire sections as proprietary will not be honored.

**9. MINIMUM QUALIFICATIONS**

Bidder confirms they meet all the minimum requirements specified in Section 1.6 (MINIMUM QUALIFICATIONS) as a prerequisite to submitting a bid in response to this solicitation.	<input type="checkbox"/> YES
--	------------------------------

If a Bidder selects “yes” and it is verified later that the Bidder does not meet the Minimum Qualifications, the Bidder’s proposal will be considered non-responsive.

**10. CERTIFICATIONS AND ASSURANCES**

Bidder makes the following certifications and assurances (10(a) – 10(i)) as a required element of the bid attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

(a)	Bidder’s answers and statements made in the bid are true and correct.
-----	---

(b)	Bidder’s prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition?
-----	--

Bidder may join with other persons or organizations for the purpose of presenting a single bid.

(c)	Bidder’s attached bid is a firm offer for a period of 120 days from the due date for receipt of bids, or up until the start date of the resulting contract, and it may be accepted by HCA without further negotiation (except where Bidder has identified exceptions to the Draft Contract (see 10(g)(2) below) or where there is lack of certainty in key terms) at any time within this period.
-----	---

(d)	Bidder understands that HCA will not be liable for any costs incurred by the Bidder in preparation of a bid submitted in response to this RFQQ, in conduct of a presentation/product
-----	--



	demonstration, or any activities related in any way to responding to this RFQQ. Funds are not obligated until a contract has been fully executed.
--	---

(e)	Bidder understands that its bid will become the property of HCA, and Bidder claims no proprietary rights to the ideas, writings, items, or samples, unless so stated in its response to question #8 in this <i>Bidder Profile</i> .
-----	---

(f)	Bidder confirms the prices and/or cost data submitted have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by Bidder prior to announcement of ASB, directly or indirectly, to any other Bidder or to any competitor.
-----	---

(g)	(1) Bidder agrees that submission of the attached bid constitutes acceptance of the solicitation contents and the attached Draft Contract terms and conditions. Additionally, if there are any exceptions to these terms, Bidder has described those exceptions in detail as redlines within Exhibit D, Draft Contract.
	(2) Bidder is submitting exceptions to Exhibit D, Draft Contract with its bid: <input type="checkbox"/> YES <input type="checkbox"/> NO

(h)	Bidder confirms it has made no attempt and will make no attempt to induce any other person or organization to submit or not to submit a bid for the purpose of restricting competition.
-----	---

(i)	Bidder grants HCA the right to contact references and others, who may have pertinent information regarding the ability of Bidder and the lead staff person(s) to perform the services contemplated by this solicitation.
-----	--

**AUTHORIZED SIGNATURE(S):**

*By signing below, you hereby certify that you are an authorized representative of your organization/company and empowered to negotiate, enter into, and execute, in the name and on behalf of your organization/company, any agreements or documents associated with this solicitation and to bind your organization/company to the obligations stipulated therein.*

*I declare under penalty of perjury under the law of Washington that the information provided in this Exhibit A is true and correct.*

Name:	Title:
Signature:	Date:
Location: (city or other location, and state or country)	

**B. DIVERSE BUSINESS INCLUSION PLAN**

Do you anticipate using, or is your organization, a State Certified Minority Business?

YES NO

Do you anticipate using, or is your organization, a State Certified Women’s Business?

YES NO

Do you anticipate using, or is your organization, a State Certified Veteran Business?

YES NO

Do you anticipate using, or is your organization, a Washington State Small Business?

YES NO

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

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

Minority [INSERT #]%

Women [INSERT #]%

Veteran [INSERT #]%

Small Business [INSERT #]%

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

Name:

Phone:

E-Mail:

**C. PROCLAMATION 21-14 – COVID-19 VACCINATION CERTIFICATION**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in [RCW 43.06.220](#), issued [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021) and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including Subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.

HCA Solicitation Number:	2023HCA5
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I hereby certify, on behalf of the organization identified below, as follows (check one):

- COVID-19 CONTRACTOR VACCINATION PROCLAMATION COMPLIANCE.* Contractor:
  - Has reviewed and understands Contractor’s obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021); and
  - Contractor personnel (including Subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation will provide Agency proof of full vaccination against COVID-19 or appropriate exemption for which a reasonable accommodation has been provided.

OR

- CONTRACTOR IS NOT ABLE TO PERFORM IN COMPLIANCE WITH THE VACCINATION PROCLAMATION. CONTRACTOR IS NOT ABLE TO PERFORM THE CONTRACT OBLIGATIONS IN COMPLIANCE WITH THE ABOVE-REFERENCED PROCLAMATION.*

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

Organization Name: _____ Name of Contractor/Bidder – Print full legal entity name of organization	
By: _____ Signature of authorized person	_____ Print Name of person making certifications for organization
Title: _____ Title of person signing certificate	Place: _____ Print city and state where signed
Date: _____	

**D. EXECUTIVE ORDER 18-03 – WORKER’S RIGHTS**

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

HCA Solicitation No.:	2023HCA5
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I hereby certify, on behalf of the organization identified below, as follows (check one):

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

OR

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

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

ORGANIZATION NAME: _____ Name of Bidder – Print full legal entity name of organization	
By: _____ Signature of authorized person	_____ Print Name of person making certifications for organization
Title: _____ Title of person signing certificate	Place: _____ Print city and state where signed
Date: _____	

## **EXHIBIT B –ASSURANCES**

### **Assurances – Mandatory/Not Scored**

The following are required assurances for Bidders. Bidders must be able to assure the following will be complied with in order to pass and to move forward in the evaluation process.

Check or click in the box if your organization assures the following.

1. Organization will ensure that any employees who have been involved with PCP Training Events within the last six (6) months will not be involved with planning and/or hosting Testing Events.

**YES**

2. Organization will ensure that no Testing Event questions or answers are shared with testing participants or training organizations/employees, and testing information will only be shared with appropriate parties on an as needed basis.

**YES**

3. Organization will ensure that PCP tests are fairly administered and scored, and will provide appropriate documentation of this when requested by Contract Manager.

**YES**

On behalf of the Applicant submitting this Application, my name below attests to the accuracy of the above statements as they apply to the Applicant organization as a whole.

NAME OF ORGANIZATION REPRESENTED – PRINT FULL LEGAL ENTITY NAME OF ORGANIZATION:		
AUTHORIZED REPRESENTATIVE SIGNATURE:	AUTHORIZED REPRESENTATIVE TITLE:	
AUTHORIZED REPRESENTATIVE PRINTED NAME:	CITY AND STATE WHERE SIGNED	DATE SIGNED

## **EXHIBIT C – QUALIFICATIONS**

### **Minimum Qualifications – Mandatory/Not Scored**

The following are the minimum qualifications for Bidders. Bidders must be able to answer “**YES**” to **ALL** of the following qualifications listed below to pass and to move forward to the Proposal evaluation process.

Check or click in the box if your organization qualifies.

1. Licensed to do business in the state of Washington or provide a commitment that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder.

**YES**

2. Must have at least two (2) staff members with a minimum of two (2) years of experience each with the HCA/DBHR Certified Peer Counselor program; with at least one (1) of those years being an Approved Oral Panelist.

**YES**

3. Must be a Peer Run Organization, as defined herein, dedicated to behavioral health recovery support services with headquarters located in Washington State.

**YES**

4. Must have experience with participating in holding a training and/or testing event with a minimum of five (5) participants.

**YES**

On behalf of the Applicant submitting this Application, my name below attests to the accuracy of the above statements as they apply to the Applicant organization as a whole.

NAME OF ORGANIZATION REPRESENTED – PRINT FULL LEGAL ENTITY NAME OF ORGANIZATION:		
AUTHORIZED REPRESENTATIVE SIGNATURE:	AUTHORIZED REPRESENTATIVE TITLE:	
AUTHORIZED REPRESENTATIVE PRINTED NAME:	CITY AND STATE WHERE SIGNED	DATE SIGNED

## **Program Knowledge – Scored**

### **30 Points / 10 Points Per Question**

1. Describe your organization's understanding of SAMHSA's 10 Guiding Principles of Recovery and how you foresee incorporating those principles into the Testing Events. *(Page limit: 1 Page)*
2. Describe your organization's understanding of the DBHR's Certified Peer Counselor program, including core competencies. *(Page limit: 1 Page)*
3. Describe how your organization has recognized and addressed culturally diverse needs of event participants. *(Page limit: 1 Page)*

## **Experience – Scored**

### **40 Points / 10 Points Per Question**

1. Describe services previously or currently provided by your organization, CPC related or not, which would show experience of similar services described in this RFQQ. *(Page limit: 1 Page)*
2. Describe your organization's experience with DBHR's Certified Peer Counselor Training Events, Testing Events and/or Oral Panelist Training Events. *(Page limit: 1 Page)*
3. Describe your organization's understanding of providing reasonable accommodations, including action plans your organization has for determining and providing accommodations requested. *(Page limit: 1 Page)*
4. Describe how your organization will ensure that test questions, test answers, and any scoring information is not shared with other participants taking the class, Training Event organizations, or any other party not designated by Contract Manager to have this information. *(Page limit: 1 Page)*

## **Current Capacity – Scored**

### **30 Points / 10 Points Per Question**

1. Describe how your organization will organize and keep track of collaboration with HCA's contracted training organizations and testing panel participants. *(Page limit: 1 Page)*
2. Provide an outline of the processes your organization plans to follow to administer DBHR's Certified Peer Counselor Testing Events, both virtually and/or in person. *(Page limit: 1 Page)*
3. Describe in detail any barriers you have had or could encounter while holding in-person or virtual CPC Testing Events and how these barriers will be addressed without negatively affecting the Testing Event. *(Page limit: 1 Page)*

## **Staffing – Scored**

### **30 Points / 10 Points Per Question**

1. Outline how your organization will ensure sufficient oral panelists are available to accommodate each Certified Peer Counselor Oral Testing Event. Include examples of alternative staffing plans and other contingency plans as applicable. *(Page limit: 1 Page)*

2. Provide the name of the lead contact for this Contract and their experience with CPC training, testing, Lived Experience, or any other experience which you believe would be relevant for work performed relating to this procurement. *(Page limit: 1 Page)\* \*\**
3. Provide the name of the secondary lead contact for this Contract and their experience with CPC training, testing, Lived Experience, or any other experience which you believe would be relevant for work performed relating to this procurement. *(Page limit: 1 Page)\* \*\**

*\*Please be advised that any information provided will become public record.*

*\*\*Please be advised that person(s) chosen will be considered Key Staff for any Contract resulting from this procurement.*



**EXHIBIT D – Quote - Scored**

**Bid Price Per Event Type-30 Points Per Event Type**

HCA has budgeted an amount not to exceed one hundred and forty thousand Dollars (\$140,000) for 32 Testing Events for this project. Bids in excess of the Maximum Cost Bid per Event will be considered non-responsive and will not be evaluated.

Each Testing Event type will have an overall bid score. Choosing not to submit a bid for one or more Testing Event type will not reduce the overall bid score for the Testing Event type that bid(s) is submitted for.

Type of Testing Event	Maximum Cost Bid per Event	Bid Price per Event
Virtual CPC Testing	\$4,000	\$
In Person CPC Testing (held in Western Washington)	\$4,500	\$
In Person CPC Testing (held in Eastern Washington)	\$5,500	\$
Panelist Testing Event	\$4,000	\$

**Number of Testing Events Requested – Mandatory/Not Scored**

Bidders are able to choose the number and type of Testing Events that they would be interested in providing. Please mark below the appropriate box which would describe Bidder’s interest in Testing Events being awarded:

**Virtual Testing Events**

No Events     1-4 Events     5-10 Events     11-25 Events     26+ Events

**In Person Testing Events (Western Washington)**

No Events     1-4 Events     5-10 Events     11-25 Events     26+ Events


**In Person Testing Events (Eastern Washington)**

No Events     1-4 Events     5-10 Events     11-25 Events     26+ Events

**Oral Panelists Testing Events**

No Events     1-4 Events     5-10 Events     11-25 Events     26+ Events

**EXHIBIT E – DRAFT CONTRACT**

	<b>PROFESSIONAL SERVICES CONTRACT for Certified Peer Counselor Training</b>	HCA Contract Number: K Resulting from Solicitation Number 2023HCA5 Contractor/Vendor Contract Number:
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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?

YES  NO

HCA PROGRAM Recovery Support Services	HCA DIVISION/SECTION Division of Behavioral Health and Recovery
HCA CONTACT NAME AND TITLE _____	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 725-	HCA CONTACT E-MAIL ADDRESS

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
July 1, 2023	June 30, 2024	

**PURPOSE OF CONTRACT:**

The purpose of this Contract is to administer state approved written and oral Certified Peer Counselor tests during Testing Events to individuals who have successfully completed the CPC training.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

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

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## Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Qualifications and Quotation 2023HCA5 dated [date], (Attachment 1) for the purpose of purchasing Certified Peer Services in accordance with its authority under chapters 39.26 and 41.05 RCW.

[Contractor Name] submitted a timely Response to HCA's RFQQ 2023HCA5 (Attachment 2).

HCA evaluated all properly submitted Responses to the above-referenced RFQQ 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 Certified Peer Counselor Testing 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

**"Approved Oral Panelist"** means an individual who has completed the DBHR approved *Fundamentals of Oral Testing for CPC's* training.

**"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 Agency"** means an HCA contracted provider of behavioral health services in the community.

**"Behavioral Health Administrative Services Organization"** or **"BH-ASO"** means an entity selected by HCA to administer Behavioral Health services and programs, including crisis and Ombuds services for residents in a defined Regional Service Area.

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

**"Business Associate"** means a Business Associate as defined in 45 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.

**“Certified Peer Counselor”** or **“CPC”** means an individual who has completed the DBHR Certified Peer Counselor Training and has passed the state-approved training.

**“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).

**“Consumer”** means a person with a behavioral health condition who has received or is receiving behavioral health services, or a parent or guardian of a child who has received or is receiving mental health services.

**“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 organization, 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.

**“Division of Behavioral Health and Recovery”** or **“DBHR”** means the HCA -designated state behavioral health authority to administer the state and Medicaid funded behavioral health programs authorized by RCW chapters 71.05, 71.24, and 71.34.

**“DBHR Peer Support Staff”** means the DBHR staff who work on the Recovery Support Services team and whose primary work duties are associated with the peer certification and training program.

**“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.

**“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.

**“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.

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

**“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 Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv)..

**“Response”** means Contractor’s Response to HCA’s RFQQ #2023HCA5 for Certified Peer Counselor Testing services 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.

**“RFQQ”** means the Request for Proposals/Qualifications and Quotation/Applications used as the solicitation document to establish this Contract, including all its amendments and modifications and is Attachment 1 hereto.

**“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.

**“Subrecipient”** means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award. See OMB circular a-133 for additional details.

**“Test Summaries and Data Sheets”** means the report and excel process for tracking and reporting all CPC testing results to DBHR.

**“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/>.

**“Youth Peer Counselor”** means a Certified Peer Counselor who provides peer support to youth.



### **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 July 1, 2023, or date of last signature, and continue through June 30, 2024, unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended through June 30, 2029, 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 schedule set forth in Attachment 3, *Statement of Work*.
- 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.
- 3.3.4 Single Audit Act Compliance
- If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:
- A. Submit to the HCA contact person the data collection form and reporting package specified in 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - B. Follow-up and develop corrective action for all audit findings; in accordance with 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."

### 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.

HCA will return incorrect or incomplete invoices for correction and reissue.

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

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

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

### **3.5 CONTRACTOR AND HCA CONTRACT MANAGERS**

- 3.5.1 Contractor’s Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.
- 3.5.2 HCA’s Contract Manager is responsible for monitoring the Contractor’s performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor’s invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

<b>CONTRACTOR</b>		<b>Health Care Authority</b>	
<b>Contract Manager Information</b>		<b>Contract Manager Information</b>	
Name:		Name:	
Title:		Title:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

### 3.6 KEY STAFF

3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the 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, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.7.1 In the case of notice to the Contractor:

[Contractor Contact Information]

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 6: Substance Abuse and Mental health Services Administration (SAMHSA) Award Terms
- 3.8.6 Attachment 4: Federal Compliance, Certifications and Assurances; (if applicable, otherwise delete)
- 3.8.7 Attachment 5(s): Federal Subaward Information; (if applicable, otherwise delete)
- 3.8.8 Attachment 3(s): Statement(s) of Work;
- 3.8.9 Attachment 1: HCA RFQQ 2023HCA5;
- 3.8.10 Attachment 2: Contractor Response to HCA RFQQ 2023HCA5; and
- 3.8.11 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 the 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 at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

### 4.2 ACCESSIBILITY

- 4.2.1 **REQUIREMENTS AND STANDARDS.** Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO 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 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 **DEFINITION.** Information and Communication Technology (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.

4.2.5 INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

#### **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 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 Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.10.4 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 4.45, *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 4.40.3, *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.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

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

#### **4.20 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 Pursuant to Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021) as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) (“Proclamation”) all contractors and any of their employees and/or subcontractors who provide contracted services on-site at HCA facilities must certify that they are fully vaccinated against the COVID-19 virus, unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with the state.
- 4.22.4 Contractor represents and warrants that should their responsibilities to the HCA involve on-site services as of October 18, 2021, Contractor’s personnel (including subcontractors) providing such services will be fully vaccinated against the COVID-19 virus unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractor further understands that, upon request, Contractor personnel must provide to HCA proof of vaccination, in a manner established by the HCA. Failure to meet these requirements may result in the immediate termination of this Contract.
- 4.22.5 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 or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

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

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

#### **4.25 NONDISCRIMINATION**

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 C.F.R. Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

#### **4.26 OVERPAYMENTS TO 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 House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

#### **4.28 PUBLICITY**

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

#### **4.29 RECORDS AND 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, Rights in Data/Ownership, and Rights of State and Federal Governments* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

#### **4.37 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. *(Remove provision if Contractor responded “no” to Executive Order 18-03 in its solicitation response.)*
- 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 RFQQ 2023HCA5**

RFQQ 2023HCA5, 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 RFQQ 2023HCA5**

Contractor's response to RFQQ 2023HCA5, dated \_\_\_\_\_, is an integral part of this Contract and is incorporated herein reference.



## **Attachment 3: Statement of Work**

### **1. PURPOSE**

The purpose of this Contract is to administer Division of Behavioral Health and Recovery (DBHR) approved written and oral Certified Peer Counselor (CPC) tests to individuals who have successfully completed the Certified Peer Counselor training.

Contractor will administer the CPC Testing Events with the goal of building the Behavioral Health workforce across Washington State. The Contractor will provide an environment conducive to successful administration of a DBHR Approved CPC written test and oral test while also promoting recovery and resiliency principles during the Testing Events.

### **2. CERTIFIED PEER COUNSELOR TESTING**

During this contract period of July 1, 2023 through June 30, 2024, Contractor will coordinate and provide Certified Peer Counseling (CPC) tests, provide oral panelists trainings, oral testing events, and update both the written and oral test in collaboration with the HCA Contract Manager listed on the Cover Page.

DBHR Peer Support Staff may attend any Testing Event at the expense of HCA.

#### **2.1. Testing Event Organization**

- a) All tests must be conducted using the DBHR approved testing system and process.
- b) Testing Event will be held in a virtual format unless requested by HCA Contract Manager to meet business need. Contract Manager will provide a minimum of a thirty (30) day notice if a Testing Event will be in person.
- c) Written tests will be held virtually the afternoon of the last day of training, when possible. If a later testing date needs to be scheduled, it must be no later than three weeks following a training.

Exceptions may be made by HCA for approved sponsored trainings.

- d) Oral tests will be conducted using a virtual platform approved by the DBHR Peer Support Program Administrator.
- e) Oral tests will be held the week following the end of the CPC Training Event.
- f) Contractor will conduct registration for each Testing Event.

2.1.f.1. Before administering the test, the Contractor will obtain verification from either the CPC training Contractor or HCA Contract Manager that all registrants have completed the forty (40) hour DBHR Certified Peer Counseling training and are eligible for testing.

2.1.f.2. Prior to virtual Testing Events the contractor will connect with participants to confirm virtual testing connection, testing date, and testing time.

- 2.1.f.3. Contractor will provide enough Approved Oral Panelists to accommodate training sessions with a minimum of thirty (30) in-person, or twenty-two (22) virtual participants. If a training entity has received approval from DBHR Peer Program Staff to train more than the maximum of thirty (30) in-person, or less than twenty-two (22) virtual participants it will be the responsibility of the DBHR Peer Program Staff to notify the training entity that additional testing space may be needed to accommodate all participants.
- 2.1.f.4. If the Contractor approves additional participants for the written test in excess of the maximum thirty (30) in-person participants the Contractor will notify the training entity that additional testing space may be needed to accommodate all participants.
- 2.1.f.5. If the written testing space provided by the training entity is deemed inadequate by the Contractor the participants will be rescheduled for testing during another scheduled Testing Event at no cost to the Contractor.
- 2.1.f.6. Additional testing participants may register with the Contractor on a first-come first-served basis. Any additional participants must be approved by HCA for testing requirements.
- g) Contractor will be available for a conference call debrief as needed as determined by HCA.
  - 2.1.g.1. HCA will notify Contractor of pending conference calls no less than five (5) Business Days prior to the call.
- h) Contractor also agrees to provide and administer Certified Peer Counseling tests following other approved CPC trainings as requested by HCA.
  - 2.1.h.1. In all cases, the HCA contracted training entity and Contractor are expected to negotiate appropriate testing fees. Contractor may charge additional fees when providing additional services as requested by the HCA contracted training entity.

## **2.2. Written Test**

- a) The approved, current DBHR Certified Peer Counselor tests will be used for each Testing Event without modification, unless directed by HCA.
- b) The test materials must be kept confidential and shared only with contracted staff on a need-to-know basis.
- c) Updates to written and oral test questions are at the sole discretion of HCA.
- d) Participants must be given a sufficient amount of time to complete this portion of the exam.

## **2.3. Oral Panel Testing**

- a) All Approved Oral Panelists must be Certified Peer Counselors.
- b) All Approved Oral Panelists must have successfully completed the DBHR approved Fundamentals of Oral Testing for CPCs training.
- c) All Approved Oral Panelists must be approved by the Testing Contractor administrating the Approved Oral Panelist training. HCA can revoke approval as needed.
- d) Contractor will recruit and coordinate the individuals needed to fill the panels for the oral portion of each exam.
- e) The expectation for testing validity is a model consisting of three (3) Approved Oral Panelists per panel. If there is an exception to this model, then HCA must be notified no less than five (5) Business Days prior to Testing Event for approval.
- f) For Youth Peer Counselor and Family Peer Counselor trainings, the panel must include at least one (1) Youth Peer Counselor and/or Family Peer Counselor.
- g) Contractor will conduct random monthly monitoring of the Approved Oral Panelists to ensure testing consistency, to include reviewing oral review scores for accuracy, consistency, and providing ongoing training to Approved Oral Panelists.
- h) Approved Oral Panelists may not participate in the training for which they are a testing panelist.

#### **2.4. Testing Results**

- a) Initial testing results are confidential and will only be shared with HCA Contract Manager.
- b) Contractor will score all tests and collate results in a DBHR approved format. Test results and a written summary of Testing Event will be sent to the HCA Contract Manager no more than ten (10) Business Days following each Testing Event.
- c) Testing Events are considered completed when all results have been received and accepted by DBHR Peer Support Staff.
- d) Upon review and approval of testing results, DBHR Peer Support Staff will notify participants by letter.
- e) HCA is the only entity that can authorize release of testing results. Testing results may be shared with training entities for purpose of evaluation and quality improvement after training and certification results have been issued to participants by HCA. Only aggregate test results will be released, such as mean or average test scores and pass/fail rate.

- f) Contractor will provide any participant's oral recording and score sheets for review upon DBHR Peer Support Staff request.

## **2.5. Training for Approved Oral Panelists Conducting Oral Exams**

Contractor will provide in-person and/or virtual Training Events for the Approved Oral Panelists selected to conduct and score the oral portion of the Certified Peer Counselor exam.

- a) Contractor will coordinate with HCA staff for regional in-person, or virtual trainings, depending upon the current physical distancing requirements, and will ensure the following:
  - 2.5.a.1. Trainings will be a minimum of four (4) hours;
  - 2.5.a.2. Contractor will use the DBHR approved Fundamentals of Oral Testing for CPCs Curriculum adjusted for the in-person training; and
- b) Approved Oral Panelists must complete the approved Fundamentals of Oral Testing for CPCs Curriculum before participating on a testing panel.
- c) Contractor will be responsible for compensation for training time.
- d) Contractor will create certificates of completion and submit copies of those certificates and an attendance sheet, with email, phone, and addresses for Approved Oral Panelist trainees.

## **2.6. Oral and Written Test Updates and Development**

- a) Contractor will update the oral exam or written exam documents at the direction of DBHR Peer Support Program
- b) All changes must be vetted through DBHR leadership via communication with the HCA Contract Manager before changes can be implemented.

## **3. KEY STAFF**

3.1. Key Staff will participate in the creation and implementation of Testing Events. At least one member of the Key Staff will be present at all times, on site or virtually, during Testing Events.

3.2. Key Staff members include:

- a) Name  
Email address
- b) Name  
Email Address

## **4. DELIVERABLES**

### **4.1. Deliverable Invoicing**

Invoices for any Testing Events are to be submitted within forty-five (45) calendar days of completion of the Testing Event.

**4.2. Testing Events**

Contractor will ensure the successful registration, staffing, and completion of each assigned Testing Event. No more than ten (10) Business Days following each Testing Event Contractor will submit to the HCA Contract Manager the test summaries and test data sheets in the required format. Template of required format to be given to Contractor within two (2) weeks of the contract start date.

DELIVERABLE	NUMBER & COST	TOTAL PAYMENT	FUNDING SOURCE		
			MHBG	SABG	TR vs Q
Standard CPC Testing Events	<ul style="list-style-type: none"> <li>• ___ testing events</li> <li>• \$_____ each</li> </ul>	\$_____.	\$_____	\$_____.	\$_____
Youth & Family CPC Testing Events	<ul style="list-style-type: none"> <li>• ___ testing events</li> <li>• \$_____ each</li> </ul>	\$_____.	\$_____	\$_____	\$_____
Supplies, Logistics, Equipment, & Printing. *Includes updates to tests as requested by DBHR.	<ul style="list-style-type: none"> <li>• As Needed</li> </ul>	\$_____.	\$_____	\$_____	\$_____
<b>TESTING EVENTS TOTAL</b>		\$_____.			

**4.3. Approved Oral Panelist Trainings**

DELIVERABLE	NUMBER & COST	TOTAL PAYMENT	FUNDING SOURCE	
			MHBG	SABG
For Each Oral Panelist Training Event: <ul style="list-style-type: none"> <li>• Registration;</li> <li>• Facilitation;</li> <li>• Venue;</li> <li>• Participant Stipends; and</li> <li>• Completion Reports</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 4 Oral Panelist Training events</li> <li>• \$_____ . each</li> </ul>	\$_____.	\$_____.	\$_____.
<b>TRAINING EVENT TOTAL</b>		\$_____.		