Docusign Envelope ID: FBD085DD-97A5-8AC2-8210-281290D46215

Washington State Health Care Authority	**PROFESSIONAL SERVICES CONTRACT for** Rural Health Transformation Program – Activity 6.1	HCA Contract Number: K9136 Contractor/Vendor Contract Number:

THIS CONTRACT is made by and between the Washington State Health Care Authority (HCA) and Salish Behavioral Health Administrative Services (Contractor).

CONTRACTOR NAME Salish Behavioral Health Administrative Services Organization		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR Street 614 Division Street, MS23		City Port Orchard	State WA	Zip Code 98366-4676
CONTRACTOR CONTACT Jolene Kron	CONTRACTOR TELEPHONE (360) 337-7050	CONTRACTOR E-MAIL ADDRESS jkron@kitsap.gov		
Is Contractor a Subrecipient under this Contract? ☒YES ☐NO				

HCA PROGRAM Rural Health Transformation Program	HCA DIVISION/SECTION SPI / RHTP
HCA CONTACT NAME AND TITLE Angela Castro, Senior Policy Analyst	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTACT TELEPHONE 360-725-1556	HCA CONTACT E-MAIL ADDRESS angela.castro@hca.wa.gov

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
Date of Execution	September 30, 2031	No Maximum

PURPOSE OF CONTRACT:
The purpose of this Contract is to carry out activities under Initiative 6.1 of the Washington Rural Health Transformation Program (RHTP), Expand mobile crisis support. Under Initiative 6.1, HCA, via the Contractor, is responsible for investing in mobile crisis response and mobile stabilization services, leveraging and expanding multidisciplinary teams to enhance the quality of patient care. The intended outcomes of these investments are to improve rural behavioral health outcomes and reduce strain on rural hospitals from emergency room utilization from behavioral health crises.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail transmission of a signed copy of this contract shall be the same as delivery of an original.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Okan Root Commissioner	9/30/26
HCA SIGNATURE DocuSigned by: Andria Howerton F2EE77E93EBC4D7...	PRINTED NAME AND TITLE Andria Howerton HCA Deputy Contracts Administrator	DATE SIGNED 10/2/2026

TABLE OF CONTENTS

1. Statement of Work (SOW) 4
2. Work order (WO) 4
3. Definitions 4
4. Special Terms and Conditions 8
4.1 Performance Expectations 8
4.2 Term 9
4.3 Compensation 9
4.4 Recoupment 10
4.5 Invoice and Payment 11
4.6 Contractor and HCA Contract Managers 12
4.7 Legal Notices 12
4.8 Incorporation of Documents and Order of Precedence 13
4.9 Insurance 14
5. General Terms and Conditions 15
5.1 Access to Data 15
5.2 Accessibility for ICT 15
5.3 Advance Payment Prohibited 16
5.4 Amendments 16
5.5 Assignment 16
5.6 Attorneys' Fees 17
5.7 Change in Status 17
5.8 Conflict of Interest 17
5.9 Conformance 17
5.10 Covered Information Protection 17
5.11 Contractor's Proprietary Information 18
5.12 Covenant Against Contingent Fees 18
5.13 Crisis Coordination for Tribes and Non-Tribal IHCPs 18
5.14 Debarment 20
5.15 Disputes 20
5.16 Entire Agreement 21
5.17 Federal Funding Disclosure – Stevens Amendment 21
5.18 Force Majeure 21
5.19 Funding withdrawn, Reduced, or Limited 21
5.20 Governing Law 22
5.21 HCA Network Security 22
5.22 Indemnification 22

5.23 Independent Capacity of the Contractor 23
5.24 Legal and Regulatory Compliance 23
5.25 Limitation of Authority 23
5.26 No Third-Party Beneficiaries 24
5.27 Nondiscrimination 24
5.28 Overpayments to the Contractor 25
5.29 Pay Equity 25
5.30 Publicity 26
5.31 Records and Document Review 26
5.32 Remedies Non-Exclusive 27
5.33 Right of Inspection 27
5.34 Rights in Data/Ownership 27
5.35 Severability 28
5.36 Site Security 28
5.37 Subcontracting 28
5.38 Subrecipient 29
5.39 Survival 31
5.40 Taxes 31
5.41 Termination 31
5.42 Termination Procedures 33
5.43 Transition Obligations 34
5.44 Treatment of Assets 34
5.45 Waiver 35
5.46 Warranties 35
Attachment 1: Federal Award Terms 37
Attachment 2: Notice of Funding Opportunity # CMS-RHT-26-001 – Rural Health Transformation Program 42
Attachment 3: Notice of Award #CMS-RHT-26-001-Rural Health Transformation 43
Attachment 4: Federal Compliance, Certifications and Assurances 44

Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to expand mobile crisis support under Rural Health Transformation Program Activity 6.1; and

Client services, as described in this Contract, are exempt from competitive solicitation (RCW 39.26.125(6)) and Salish Behavioral Health Administrative Services (Contractor) seeks to provide such services.

HCA has determined that entering into a Contract with Salish Behavioral Health Administrative Services will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to Salish Behavioral Health Administrative Services this Contract, the terms and conditions of which will govern Contractor's providing expanded mobile crisis 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 and otherwise do all things necessary for or incidental to the performance of work set forth in subsequent Work Order Statements of Work issued under this Contract.

2. WORK ORDER (WO)

HCA will develop and issue Work Orders under this Contract detailing specific workstreams, activities, tasks, deliverables and associated budget needed to accomplish the service(s). Work Orders will be incorporated and issued under this Contract as future Rural Health Transformation Program funding is approved and released to HCA for specific Performance, Budget, and Reporting Periods. The WO must be signed by an authorized representative of each party prior to work commencing.

3. DEFINITIONS

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

"Budget Period" means the time interval from the start date of a funded portion of an award to the end date of that funded portion, during which recipients and subrecipients are authorized to incur financial obligations of the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308. Budget Period #1-12/29/2025 -10/30/2026; #2-10/31/26 -10/30/2027; #3 10/31/2027 - 10/30/2028; #4 10/31/2028- 10/30/2029; #5 10/31/2029- 10/30/2030.

"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.

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

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

"Confidential Information" means information that is exempt from Disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data which includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as "Data".

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

"Contracts Administrator" means the HCA Office of Contracts and Procurement Section Manager designated to receive legal notices and to administer, amend, or terminate this Contract.

"**Contractor"** means Salish Behavioral Health Administrative Services, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract. For the purposes of this Contract, the Contractor is considered a Subrecipient.

"Covered Entity" has the same meaning as defined in 45 C.F.R. 160.103.

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

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

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

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

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

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 1320d-1329d-9), and its implemented regulations, including the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164, Subparts A and E), the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164, Subparts A and C), and Breach Notification for Unsecured Protected Health Information Rules (45 C.F.R. Part 164, Subpart D).

"Indian Health Care Providers" or **"IHCP"** means the Indian Health Service and/or any Tribe, Tribal Organization, or Urban Indian Health Program (UIHP) that provides Medicaid-reimbursable services.

"Indian Health Service" or **"IHS"** means the federal agency in the U.S. Department of Health and Human Services (HHS) that provides federal health services to American Indians and Alaska Natives. Tribes may enter into self-determination contracts to administer IHS programs.

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

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

"Lower-Tier Subrecipient" means a non-Federal entity that receives a Contract from Subrecipient, rather than directly from HCA, for the purpose of carrying out a portion of the Federal program. A Lower-Tier Subrecipient is subject to, and must comply with, all applicable Federal statutes, regulations, and the terms and conditions of the Federal award to the same extent as the Subrecipient, including the requirements of 2 CFR part 200.

"Non-Tribal Indian Health Care Provider" or **"Non-Tribal IHCP"** means an IHCP that is not operated by a Tribe, including the IHS and an Urban Indian Health Program.

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

"Performance Period" means the time interval between the start and end date of when all funds must be expended for that Federal award Budget Period, which may include one or more Budget Periods. Performance Period #1: 12/29/2025 – 9/30/2027; #2: 10/31/2026 – 9/30/2028, #3: 10/31/2027 – 9/30/2029, #4: 10/31/2028 – 9/30/2030, #5: 10/31/2029 – 9/30/2031.

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

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

"**Protected Health Information**" or **"PHI"** means Protected Health Information as defined in 45 C.F.R. § 160.103."

"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.

"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 will be included in subsequent Work Orders issued under this Contract.

"Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform any duties 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. 200.1, or any successor or replacement to such definition, for any other federal award.

"Tribal Crisis Coordination Protocols for Tribes and non-Tribal IHCPs" means the protocols that HCA and a Tribe or non-Tribal IHCP develop and agree on, with input from t he Contractor, for the coordination of Crisis Services (including involuntary commitment assessment), Care Coordination, and discharge and transition planning. See Subsection 5.13, Crisis Coordination for Tribes and non-Tribal IHCPs.

"Tribal Public Health Authority" means a Tribal government that is responsible for public health matters as a part of its official mandate.

"Tribe" means any Tribe, band, nation, or other oganized group or community, including any Alaska Native village or group or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Atc (43 U.S.C. 1601 et seq.), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

"Urban Indian Health Programs" or **"UIHP"** means a nonprofit corporate body situated in an urban center, governed by a urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, that is operating a facility delivering health care.

"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/.

4. SPECIAL TERMS AND CONDITIONS

4.1 PERFORMANCE EXPECTATIONS

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

4.1.1 Knowledge of applicable state and federal laws and Regulations pertaining to subject of Contract;

4.1.2 Use of professional judgment;

4.1.3 Collaboration with HCA staff in Contractor's conduct of the services;

4.1.4 Conformance with HCA directions regarding the delivery of the services;

4.1.5 Timely, accurate and informed communications;

4.1.6 Timely and accurate submission of required data;

4.1.7 Regular completion and updating of project plans, reports, documentation and communications;

4.1.8 Regular, punctual attendance at all meetings; and

4.1.9 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.

4.2 TERM

4.2.1 The initial term of the Contract will commence on date of last signature and continue through September 30, 2031, unless terminated sooner as provided herein.

4.2.2 Work performed without a contract or amendment signed by the Authorized Representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

4.3 COMPENSATION

4.3.1 Contractor's compensation for services rendered will be based on subsequent Work Order Statements of Work issued under this Contract.

4.3.2 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/accounting/travel/); reimbursement will not exceed expenses actually incurred.

4.3.3 Unless otherwise obligated, Maximum Compensation amounts allocated under this Contract and subsequent Work Orders that are not expended by the end of the applicable Budget Period shall be returned to HCA. Funds may not be carried forward beyond the Budget Period of the Work Order where funds are allocated. Unspent allocations shall be reported to HCA prior to the end of the applicable Budget Period, as specified in this Contract and subsequent Work Orders.

4.3.4 Single Audit Act Compliance

If the Contractor expends $1,000,000 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, 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, prepare a "Summary Schedule of Prior Audit Findings."

4.4 RECOUPMENT

4.4.1 Payment funds are subject to recoupment if, after investigation or audit, HCA, other state officials, or federal officials determine Contractor provided HCA false or misleading information pertinent to this Agreement, including if Contractor does not meet any requirements specified in the Rural Health Transformation Program Federal Award Terms, Notice of Funding Opportunity and Notice of Award.

4.4.2 Contractor will receive an initial written notice of recoupment with an opportunity to request reconsideration before HCA provides a final notice of recoupment. If Contractor receives an initial notice of recoupment and does not submit a request for reconsideration per the instructions in the notice or does not request dispute resolution as allowed in this Agreement, the initial notice will be deemed the final notice.

4.4.3 The final notice of recoupment will constitute a debt to HCA. The debt is delinquent if it has not been paid by the date specified in HCA's written notice to Contractor unless other satisfactory arrangements have been made. Interest, penalties, and administrative fees may accrue on delinquent debt, as allowed by law.

4.4.4 Funds for payment of the debt must not come from federally sponsored programs.

4.4.5 HCA may pursue other forms of remediation in conjunction with, or as an alternative to, recoupment. Nothing in this Agreement limits HCA's ability to recover payment funds through judicial or other processes under law. If HCA seeks judicial or other processes under law to recover payment funds, then to the extent permitted by law, HCA's rights and remedies under this Agreement are

cumulative to, and not exclusive of, rights or remedies otherwise available to HCA.

4.5 INVOICE AND PAYMENT

4.5.1 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/tech-support/statewide-vendor-payee-services/.

4.5.2 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.

4.5.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type.

4.5.4 Invoices must be submitted with an A-19 invoice voucher to RHTPayable@hca.wa.gov and Angela.Castro@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.

4.5.5 HCA will return incorrect or incomplete invoices for correction and reissue. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

4.5.6 Contractor must submit properly itemized invoices within forty-five (45) calendar days of a deliverable due date, the last day of the month of service, or if invoicing quarterly, within forty-five (45) calendar days of the last day of the quarter for which Contractor seeks payment.

4.5.7 Due to the requirements of the Rural Health Transformation Program grant, Contractor must submit all invoices by September 1, before the end of the grant fiscal year for any expenses up to September 30 to allow sufficient time for federal drawdowns.

4.5.8 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 and no later than September 1 of that Budget Year. HCA is under no obligation to pay invoices submitted after September 1 of that Budget Year, or 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.

4.6 CONTRACTOR AND HCA CONTRACT MANAGERS

4.6.1 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.

4.6.2 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.

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

CONTRACTOR Contract Manager Information		**HEALTH CARE AUTHORITY Contract Manager Information**	
Name:	Jolene Kron	Name:	Angela Castro
Title:	Administrator/Clinical Director	Title:	Senior Policy Analyst
Address:	614 Division St, MS23 Port Orchard, WA 98366	Address:	626 8th Avenue SE P.O. Box 45502 Olympia, WA 98504-5502
Phone:	360-337-7050	Phone:	360-725-1556
Email:	jkron@kitsap.gov	Email:	angela.castro@hca.wa.gov

4.7 LEGAL NOTICES

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

4.7.1 In the case of notice to the Contractor:

Attention: Jolene Kron
Salish Behavioral Health Administrative Services
614 Division Street, MS23
Port Orchard, WA 98366
jkron@kitsap.gov

4.7.2 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

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

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

4.8 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:

4.8.1 Applicable Federal and State of Washington statutes and Regulations;

4.8.2 Recitals;

4.8.3 Special Terms and Conditions;

4.8.4 General Terms and Conditions;

4.8.5 Attachment 1: Federal Award Terms;

4.8.6 Attachment 2: *Federal Compliance, Certifications, Certifications and Assurances;*

4.8.7 Attachment 3: Notice of Funding Opportunity # CMS-RHT-26-001-Rural Health Transformation Program;

4.8.8 Work Order Statement(s) of Work;

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

4.9 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:

4.9.1 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.

4.9.2 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.

4.9.3 Professional Liability Errors and Omissions

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

4.9.4 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.

4.9.5 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.

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

5. GENERAL TERMS AND CONDITIONS

5.1 ACCESS TO DATA

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

5.2 ACCESSIBILITY FOR ICT

5.2.1 Requirements and Standards

Each ICT product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including Washington State IT Policy USER-01, USER-01-S Digital Accessibility Standard. 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.

5.2.2 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.

5.2.3 Remediation

If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1, *Requirements and Standards*, and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

5.3 ADVANCE PAYMENT PROHIBITED

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

5.4 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.

5.5 ASSIGNMENT

5.5.1 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 5.37, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including, but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this subsection 5.5.1 of the Contract will be null and void.

5.5.2 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.

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

5.6 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.

5.7 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.

5.8 CONFLICT OF INTEREST

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

5.9 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.

5.10 COVERED INFORMATION PROTECTION

5.10.1 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.

5.10.2 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.

5.10.3 Contractors that come into contact with PHI may be required to enter into a BAA with HCA in compliance with the requirements HIPAA, Pub. L. 104-191, as amended.

5.10.4 HCA reserves the right to monitor, audit, or investigate the use of Covered 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 Covered Information, monetary damages, or penalties.

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

5.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor's Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law. 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.

5.12 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.

5.13 CRISIS COORDINATION FOR TRIBES AND NON-TRIBAL IHCPS

The Contractor shall participate in meetings with Tribes and non-Tribal IHCPs, facilitated by HCA, to develop the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Contractor's Regional Service Area (RSA).

The Contractor will comply with the Tribal Crisis Coordination Protocols as defined in Section 1, Definitions, of this Contract applicable to Individuals served by a Tribal IHCP for any region when they are completed and agreed upon for each Tribe or non-Tribal IHCP. Until these protocols are completed and agreed upon, the Contractor shall use the most recent annual plan for providing Crisis and ITA evaluation on Tribal Lands that was agreed upon by the Contractor and the Tribe. If the most recent annual plan is not available, the Contractor shall use the current HCA guidance template Protocols for Coordination with Tribes and non-Tribal IHCPs.

The Contractor, in partnerships with HCA, will participate in HCA convened meetings to develop and revise protocols for the coordination of Crisis Services (including involuntary commitment assessment), Care Coordination, and discharge and transition planning as part of HCA's government-to-government relationship with each of the Tribes under RCW 43.376 and various federal requirements as part of HCA's meet-and-confer relationship with each non-Tribal IHCP under HCA policy. Protocols are applicable to multiple regions as applicable to individual served. With respect to Crisis and involuntary commitment assessment services, these protocols will include at a minimum a description of the procedures or processes for:

5.13.1 Designated Crisis Responders (DCR) access to Tribal Lands to provide services, including Crisis response and involuntary commitment assessment;

5.13.2 Providing services on Tribal Lands in the evening, holidays, or weekends if different than during business hours;

5.13.3 Notifying Tribal authorities when Crisis Services are provided on Tribal Land, especially on weekends, holidays or after business hours, including who is notified and timeframes for the notification;

5.13.4 How DCRs will coordinate with Tribal mental health and/or substance use disorder (SUD) Providers, Tribal law enforcement, Tribal Crisis Services, Tribal DCRs, and others identified in the protocols, including coordination and debriefing with any Tribal mental health or SUD Providers after a Crisis Service has been provided;

5.13.5 When a DCR determines whether to detain or not for involuntary commitment; and

5.13.6 If ITA evaluations cannot be conducted on Tribal Land, how and by whom Individuals will be transported to non-Tribal Lands for involuntary commitment assessment and detention and/or to a licensed Evaluation and Treatment Facility.

HCA will provide the Contractor with a copy of each set of Protocols applicable to the Contractor's RSA as soon as they are agreed upon by the Tribe or non-Tribal IHCP.

The Contractor will ensure that all Subcontractors comply with the Tribal Crisis Coordination Protocols applicable to the Contractor's RSA.

5.14 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.

5.15 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.

5.15.1 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 they will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which they will review the dispute, including a timeframe in which they will issue a written decision.

5.15.2 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.

5.15.3 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.

5.16 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 5.46, *Warranties*.

5.17 FEDERAL FUNDING DISCLOSURE – STEVENS AMENDMENT

If Contractor issues public-facing materials about RHTP or conducts activities in public-facing locations under this Contract, Contractor shall cooperate with HCA in meeting the applicable federal funding disclosure requirements of the Stevens Amendment, as directed by HCA.

5.18 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.

5.19 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:

5.19.1 Terminate this Contract pursuant to Section 5.41.3, *Termination for Non-Allocation of Funds*;

5.19.2 Renegotiate the Contract under the revised funding conditions; or

5.19.3 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.

5.20 GOVERNING LAW

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

5.21 HCA NETWORK SECURITY

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

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

5.22 INDEMNIFICATION

5.22.1 General

Contractor shall defend, indemnify, and hold HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property arising from intentional, willful 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. Contractor's

obligation to defend, indemnify, and hold HCA harmless shall not be eliminated or reduced by any alleged concurrent HCA negligence.

5.22.2 Confidentiality

Contractor must defend, indemnify, and hold 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.

5.22.3 Accessibility for ICT

Contractor agrees to defend, indemnify and hold harmless HCA from any claim arising out of failure to comply with section 4.2, Accessibility for ICT.

5.23 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.

5.24 LEGAL AND REGULATORY COMPLIANCE

5.24.1 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.

5.24.2 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.

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

5.25 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.

5.26 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.

5.27 NONDISCRIMINATION

5.27.1 Nondiscrimination Requirement.

During the term of this Contract, Contractor, including any Subcontractor or Lower-Tier Subrecipient, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §2000e et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Contractor, including any Subcontractor or Lower-Tier Subrecipient, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or Subcontractor or Lower-Tier Subrecipient, has a collective bargaining or other agreement. In addition, Contractor agrees to include the above requirement in any and all agreements with Lower-Tier Subrecipients funded or related to this Contract. Contractor shall be responsible for ensuring compliance by any Subcontractor or Lower-Tier Subrecipient.

5.27.2 Obligation to Cooperate.

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

5.27.3 Default.

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

5.27.4 Remedies for Breach.

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

5.28 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 5.15, *Disputes*.

5.29 PAY EQUITY

5.29.1 Contractor represents and warrants that, as required by Washington state law RCW 49.58.020 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.

5.29.2 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.

5.29.3 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.

5.29.4 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.

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

5.30 PUBLICITY

5.30.1 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.

5.30.2 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.

5.31 RECORDS AND DOCUMENT REVIEW

5.31.1 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.

5.31.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

5.31.3 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.

5.32 REMEDIES NON-EXCLUSIVE

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

5.33 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.

5.34 RIGHTS IN DATA/OWNERSHIP

5.34.1 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.

5.34.2 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.

5.34.3 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.

5.34.4 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.

5.34.5 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.

5.34.6 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.

5.35 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.

5.36 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.

5.37 SUBCONTRACTING

5.37.1 HCA retains the right to review any proposed Subcontracts or Lower-Tier Subrecipient agreements related to the performance of the activities outlined in this Contract or subsequent Work Orders. 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.

5.37.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.

5.37.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor or Lower-Tier Subrecipient is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.

5.37.4 The rejection or approval by the HCA of any Subcontractor or Lower-Tier Subrecipient or the termination of a Subcontractor or Lower-Tier Subrecipient will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.

5.37.5 HCA has no contractual obligations to any Subcontractor, vendor, or Lower-Tier Subrecipient under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors or Lower-Tier Subrecipients.

5.38 SUBRECIPIENT

5.38.1 General

If the Contractor is a Subrecipient (as defined in 2 C.F.R. 200.93) of federal awards, then the Contractor, in accordance with 2 C.F.R. 200.501, shall:

A. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Assistance Listing Number (ALN) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

B. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, Regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

C. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

D. Incorporate 2 C.F.R. 200.501 audit requirements into all agreements between the Contractor and its Subcontractors who are Subrecipients;

E. Comply with any future amendments to 2 C.F.R. 200.501 and any successor or replacement Circular or Regulation;

F. Comply with the applicable requirements of 2 C.F.R. 200.501 and any future amendments to 2 C.F.R. 200.501, and any successor or replacement Circular or Regulation; and

G. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to https://www.ojp.gov/program/civil-rights-office/home for additional information and access to the aforementioned Federal laws and Regulations.)

5.38.2 Single Audit Act Compliance

If the Contractor is a Subrecipient and expends $1,000,000 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, 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, prepare a "Summary Schedule of Prior Audit Findings."

5.38.3 Overpayments

If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 5.28, *Overpayments to Contractors*.

5.38.4 Federal System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

The Unique Entity Identifier (UEI) is the universal identifier assigned by the Federal System for Award Management (SAM) to uniquely identify an entity. SAM is the Federal repository of information for standard information about federal grants and contracts. Additional information about UEI and SAM may be found at the SAM internet site (https://www.sam.gov.).

If the Contractor is identified as a Subrecipient in this Contract, the Contractor will register and maintain an active registration in SAM and obtain an UEI throughout the term of this Contract. The Contractor will:

A. Provide HCA with an active and current registration and UEI number;

B. Renew its SAM registration annually to ensure an active registration status and UEI; and

C. Notify the HCA Contract Manager of any changes to the SAM registration or UEI, including lapses in active status or suspension, as soon as possible upon discovering the change.

5.39 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 Recoupment,* will survive the termination of this Contract. The right of HCA to recover any Overpayments will also survive the termination of this Contract.

5.40 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.

5.41 TERMINATION

5.41.1 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."

5.41.2 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.

5.41.3 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.

5.41.4 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.

5.41.5 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.

5.42 TERMINATION PROCEDURES

5.42.1 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.

5.42.2 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 5.15, *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.

5.42.3 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. Terminate any agreement issued to a Lower-Tier Subrecipient to the extent that the agreement is affected by such termination.

D. 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 or Lower-Tier Subrecipient agreements;

E. 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;

F. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

G. Complete performance of any part of the work that was not terminated by HCA; and

H. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

5.43 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.

5.44 TREATMENT OF ASSETS

5.44.1 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.

5.44.2 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.

5.44.3 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.

5.44.4 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.

5.44.5 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.

5.45 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.

5.46 WARRANTIES

5.46.1 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.

5.46.2 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.

5.46.3 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.

5.46.4 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: FEDERAL AWARD TERMS

Notice of Funding Opportunity # CMS-RHT-26-001-Rural Health Transformation Program

Not allowed

- (18) Pre-award costs.
- (18) Meeting matching requirements for any other federal funds or local entities.
- (18) Services, equipment, or supports that are the legal responsibility of another party under federal, State, or tribal law, such as vocational rehabilitation or education services.
- (18) Services, equipment, or supports that are the legal responsibility of another party under any civil rights law, such as modifying a workplace or providing accommodations that are obligations under law.
- (18) Goods or services not allocable to the project.
- (18) Supplanting existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries.
- (18) Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of the capital or useful life as a direct cost.
- (18) The cost of independent research and development, including their proportionate share of indirect costs. See 2 CFR 300.477.
- (18) Funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order.
- (18) Purchase of covered telecommunications and video surveillance equipment (See 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband internet costs.
- (18) Meals, unless in limited circumstances such as:
    - Subjects and patients under study.
    - Where specifically approved as part of the project or program activity, such as in programs providing children's services.
    - As part of a per diem or subsistence allowance provided in conjunction with allowable travel

- (19) Activities prohibited under 2 CFR 200.450 and the HHS Grants Policy Statement, including but not limited to:

    - Paying the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any State government, State legislature, or local legislature or legislative body.

    - Lobbying, but awardees can lobby at their own expense if they can segregate federal funds from other financial resources used for lobbying.

- (19) To replace payment for clinical services that could be reimbursed by insurance. We will not accept payments to clinical services if they duplicate billable services and/or attempt to change payment amounts of existing fee schedules. If you plan to fund direct health care services, you must justify why they are not already reimbursable, how the payment will fill a gap in care coverage (such as uncompensated care or services not covered by insurance), and/or how they transform the current care delivery model.

- (20) Funding cannot be used for initiatives that fund certain cosmetic and experimental procedures that fall within the definition of a specified sex-trait modification procedure at 45 CFR 156.400 because that is beyond the scope of this program. eCFR :: 45 CFR 156.400 -- Definitions.

- (20) Clinician salaries or wage supports for facilities that subject clinicians to non-compete contractual limitations.

- (20) None of the funding shall be used by the State for an expenditure that is attributable to an intergovernmental transfer, certified public expenditure, or any other expenditure to finance the non-Federal share of expenditures required under any provision of law.

- (20) SSA Section 2105(c), paragraphs (1), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual. Social Security Act §2105

Funding Limitations

- (19) Category J funding (renovations or alterations) cannot exceed 20% of the total funding CMS awards States in a given budget period

- (19) Funding for provider payments, as described in category B of the program requirements and expectations use of funds section, cannot exceed 15% of the total funding CMS awards States in a given budget period.

- (20) No more than 5% of total funding CMS awards to a State in a given budget period can support funding the replacement of an EMR system if a previous HITECH certified EMR system is already in place as of September 1, 2025.

- (20) Funding towards initiatives similar to the "Rural Tech Catalyst Fund Initiative" (as described in the appendix) cannot exceed the lesser of (1) 10% of total funding awarded to a State in a given budget period or (2) $20M of total funding awarded to a State in a given budget period, and funding is subject to all restrictions and requirements described in the example initiative.

- (22) The salary rate limitation in the current appropriations act applies to this program. As of January 2025, the salary rate limitation is $225,700.

- (21) If you earn any money from your award-supported project activities (known as program income), you must use it for the purposes and under the conditions of the award. Find more about program income at 2 CFR 200.307. eCFR :: 2 CFR 200.307 -- Program income.

- (59) The rules listed in 2 CFR Part 200 and applicable provisions in 2 CFR Part 300, Uniform Administrative Requirements, Cost Principles, and Audit Requirements. As of October 1, 2025, HHS will adopt 2 CFR Part 200, with some modifications included in 2 CFR Part 300. These regulations replace those in 45 CFR Part 75. eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, eCFR :: 2 CFR Part 300 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, eCFR :: 45 CFR Part 75 (Sept. 30, 2025) -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

- (59) The HHS Grants Policy Statement (GPS). This document has terms and conditions tied to your award. If there are any exceptions to the GPS, they'll be listed in your Notice of Award. Grants Policies & Regulations | HHS.gov

- (59) All federal statutes and regulations relevant to federal financial assistance, including those highlighted in the HHS Administrative and National Policy Requirements. Grants Policy Statement

- (59) All antidiscrimination laws: By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams.

- (59) The authorizing statute, Section 71401 of Public Law 119-21.

- (59) Recipients are responsible for ensuring subrecipients, contractors, and partners also comply with all administrative and national policy requirements

- (61) You must create a cybersecurity plan if your project involves both of the following conditions:
    - You have ongoing access to HHS information or technology systems.
    - You handle personal identifiable information (PII) or personal health information (PHI) from HHS.

Notice of Award # RHTCMS332044-01-00 / FAIN # RHTCMS332044

(not including duplicated requirements from Notice of Funding Opportunity)

- (26) Medicare and Medicaid anti-kickback statute is hereby incorporated by reference: 42 U.S.C. § 1320a-7b.
- (27) Prior approval is required: Activities that require prior approval are further detailed in HHS grant 2 CFR 200.407, Prior written approval (prior approval), 2 CFR 200.308, Revision of budget and program plans, and the HHS Grants Policy Statement.
- (28) Revision of Budget and Program Plans. Recipients must consult and comply with requirements outlined under 2 CFR 200.308, Revision of budget and program plans.
- (28) Travel Costs. Recipients must comply with the requirements in 2 CFR 200.475
- (28) Human Subjects Protection. If applicable to recipient's program, the recipient bears ultimate responsibility for protecting human subjects under the award…
- (29) Privacy and Security of Health Information. The recipient shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before applicable program activities begin to protect the privacy and security of individually identifiable health information…
- (29) Employee Whistleblower Protections
- (29) Mandatory Disclosures. Consistent with 2 CFR 200.113, Mandatory disclosures, applicants and recipients must promptly disclose, in writing, to CMS with a copy to the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award
- (30) Suspension and Debarment Regulations. 2 CFR 200.214 is incorporated herein by reference
- (30) Appropriations Provision. The Department of Health and Human Services (HHS) operates under Appropriations and Extensions Acts
- (31) Health Information Technology (HIT) Interoperability Language. Recipient is subject to the Health Information Technology and Interoperability requirements stated here.

- (31) CMS recipients and subrecipients must comply with the cost principles set forth in HHS regulations at 2 CFR 200, Subpart E.
- (33) See also 200.315(b), Intangible Property.
- (34) This NoA is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as implemented by 2 CFR Part 170.
- (34) HHS recipients must record recipient expenses in real-time as well as submit quarterly, semi-annual, or annual expenditure Federal Financial Reports (FFRs)
- (35) Stevens Amendment
- (37) 2 CFR 200.312, Federally owned and exempt property, is incorporated herein by reference.
- (38) In accordance with 2 CFR 200.448, Intellectual Property…
- (38) AUDIT REPORTING (SEE 2 CFR 200.501, Audit requirements)
- Affirmative Duty to Track All Parties to the Award. Recipient must at a minimum regularly track all subrecipients, including subrecipient key personnel and subcontractors in SAM.gov.

ATTACHMENT 2: NOTICE OF FUNDING OPPORTUNITY # CMS-RHT-26-001 – RURAL HEALTH TRANSFORMATION PROGRAM

The Notice of Funding Opportunity # CMS-RHT-26-001 is an integral part of this Agreement and is incorporated herein by this reference.

ATTACHMENT 3: NOTICE OF AWARD #CMS-RHT-26-001-RURAL HEALTH TRANSFORMATION

The Notice of Award # CMS-RHT-26-001 is an integral part of the Agreement and is incorporated herein by reference.

ATTACHMENT 4: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Angela Castro (angela.castro@hca.wa.gov)**.

a. *Source of Funds RHT: This Contract is being funded partially or in full through Cooperative Contract number RHTCMS332044, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Assistance Listing Number (ALN) number 93.798 in the amount of $181,257,515.06. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract* ***K9136****.*

b. *Period of Availability of Funds RHT: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in RHTCMS332044 unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*

c. *Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR200.501 and 45 CFR 75.501. A Subrecipient who expends $750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*

d. *Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*

1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
   i. Deviations from the budget and Project plan.
   ii. Change in scope or objective of the Contract.
   iii. Change in a key person specified in the Contract.
   iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
   v. Need for additional funding.
   vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
   vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

e. *Sub-Contracting:* Any sub-contract or lower-tier subrecipient agreement for any of the work performed under this Contract Health Care Authority retains the right to review any such agreement and require termination if determined incompetent or undesirable. Subcontract or lower-tier subrecipient agreements, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

g. *Unallowable Costs:* The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.

h. *Supplanting Compliance: SABG:* If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section

96.123(a)(10)).

i. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.

j. Civil Rights and Non-Discrimination Obligations: During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) http://www.hhs.gov/ocr/civilrights.

HCA Federal Compliance Contact Information

Washington State Health Care Authority

Post Office Box 42710

Olympia, Washington 98504-2710

II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Salish Behavioral Health Administrative Services**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	OMB CIRCULAR		
ENTITY TYPE	**ADMINISTRATIVE REQUIREMENTS**	**COST PRINCIPLES**	**AUDIT REQUIREMENTS**
State. Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

a. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
   i. The dangers of drug abuse in the workplace;
   ii. The contractor's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO Box 42700

Olympia, WA 98504-2700

c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

e. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the

requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

f. CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:	TITLE: Commissioner, Chair
PLEASE ALSO PRINT OR TYPE NAME: Oran Hoot	
ORGANIZATION NAME: (if applicable)	DATE:

Docusign Envelope ID: FBD085DD-97A5-8AC2-8210-281290D46215

Washington State Health Care Authority	**WORK ORDER**	HCA Contract Number: K9136 Work Order: 1

THIS WORK ORDER is made between the Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

CONTRACTOR NAME	CONTRACTOR CONTACT NAME AND TITLE
Salish Behavioral Health Administrative Services Organization	Jolene Kron, Administrator/Clinical Director
CONTRACTOR CONTACT TELEPHONE	CONTRACTOR CONTACT E-MAIL ADDRESS
360-337-7050	jkron@kitsap.gov
CONTRACTOR CONTACT ADDRESS	
614 Division Street, MS23, Port Orchard, WA 98366-4676	

HCA PROGRAM TITLE	HCA DIVISION/SECTION
Rural Health Transformation Program	SPI
HCA CONTACT NAME AND TITLE	HCA CONTACT ADDRESS
Angela Castro, Contract Manager	626 8th Avenue SE, Olympia, WA 985044
HCA CONTACT TELEPHONE	HCA CONTACT E-MAIL ADDRESS
(360) 725-1556	angela.castro@hca.wa.gov

WORK ORDER START DATE	**WORK ORDER END DATE**	**CONTRACT END DATE**
Date of Execution	**September 30, 2027**	**September 30, 2031**
WORK ORDER AMOUNT		
$967,450.94		

WORK ORDER PURPOSE:

Work Order #1 for Budget Period #1 for investment in expansion of mobile crisis and mobile stabilization services to improve rural behavioral health outcomes and reduce the strain on rural hospitals from emergency room utilization from behavioral health crisis.

ATTACHMENTS/EXHIBITS. When the box below is marked with an X, the following Exhibits/Attachments are attached and are incorporated into this Work Order by reference:

- ☐ Exhibit(s) (specify):
- ☒ Attachment(s) (specify): Attachment 1: Work Order Statement of Work
- ☐ Schedule(s) (specify):
- ☐ No Exhibit/Attachment

This Work Order, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Work Order shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Work Order, and have authority to enter into this Work Order.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Olaw Root Commissioner	9/30/26
HCA SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
Andria Howerton F2EF77E93FBC4D7...	Andria Howerton HCA Deputy Contracts Administrator	10/2/2026

This Work Order is issued under the provisions of Contract #K9136 between Contractor and HCA. The services authorized are within the scope of services set forth in the Purpose of the Contract. All rights and obligations of the Parties shall be subject to and governed by the terms of the Contract, including any subsequent modifications, which are incorporated herein by reference.

1 **Project Title:** Rural Health Transformation Program - Initiative 6.1

2 **Program:** Rural Health Transformation Program (RHTP)

3 **Purpose:** Work Order #1 for Performance Period #1 for investment in expansion of mobile crisis and mobile stabilization services to improve rural behavioral health outcomes and reduce the strain on rural hospitals from emergency room utilization from behavioral health crisis.

4 **Period of Performance for this Work Order:** Date of Execution through September 30, 2027.

5 **Place of Work:** The majority of the work will be conducted off-site and remotely.

6 **Compensation:** Compensation payable to the Contractor for satisfactory work under this Work Order will not exceed the Maximum Not-to-Exceed Compensation total for this Work Order of $967,450.94.

7 **Order of Precedence:** Each of the documents listed below is hereby incorporated by reference into this Work Order. In the event of an inconsistency in this Work Order, the inconsistency shall be resolved by giving precedence in the following order:

7.1 Applicable federal and state of Washington statutes and regulations;

7.2 Contract #K9136, and all incorporated Amendments;

7.3 Attachment 1: Work Order Statement of Work; and

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

Attachment 1: Work Order Statement of Work

Summary

The purpose of this Work Order is to carry out activities under Initiative 6.1 of the Washington Rural Health Transformation Program (RHTP), Expand mobile crisis support. Under Initiative 6.1, Health Care Authority (HCA), via the Contractor, is responsible for investing in mobile crisis response and mobile stabilization services, leveraging and expanding multidisciplinary teams to enhance the quality of patient care. The intended outcomes of these investments are to improve rural behavioral health outcomes and reduce strain on rural hospitals from emergency room utilization from behavioral health crises.

The Contractor shall administer funds to Lower-Tier Subrecipients associated with the work outlined in Initiative 6.1 and in alignment with the parameters identified in this Work Order Statement of Work (SOW). Contractor's proposal for disbursement of these funds to Lower-Tier Subrecipients must meet program requirements set forth by the HCA as agreed to and approved by HCA.

A maximum of fifteen percent (15%) of available funds allocated under this Contract may be used by the Contractor for administrative costs, taxes, and other fees per RCW 71.24.330 including costs incurred for the planning, development, and implementation of the RHTP project plans.

HCA also directs the Contractor to reallocate funds between Lower-Tier Subrecipients as necessary to manage any unspent or recouped funds and, in all cases, shall ensure funds are timely spent on purposes consistent with this Contract.

Project Outline

1. Fund Proposal Process

Goal: Contractors will develop a proposal in partnership with Lower-Tier Subrecipients and in coordination with HCA for how funds will be used that incorporates all components necessary for the Contractor to determine that funds will be used within acceptable parameters, and that necessary compliance and reporting requirements will be met. Provide the process plan to HCA for review and approval prior to implementing.

Spending Parameters: While each Contractor may determine what projects to propose, projects must be consistent with the RHTP federal guidelines, policies and limitations and should adhere to the following guidance developed by HCA:

Core Objective for Performance Period 1: *Add Mobile Rapid Response Crisis Team (MRRCT) and Mobile Response and Stabilization Services (MRSS) teams to expand coverage in rural counties that do not already have the coverage.*

> During the proposal process, HCA will partner with the Contractor to identify which counties in the region do not currently have an MRRCT team and/or an MRSS team.

Counties that do not have at least one (1) MRRCT team and/or one (1) MRSS team will be eligible to apply to use the RHTP funds to implement those teams through a Lower-Tier Subrecipient agreement with the Contractor. HCA does not expect Contractors to expand teams to **all** rural counties that are missing MRRCT and/or MRSS teams in Performance Period 1, but to use the allocated funds to progress at least one (1) rural county towards the established expansion goal.

***Supplemental activities if the core objective is achieved**: Spend on other mobile crisis enhancements or multi-disciplinary teams*

The Contractor may use funds to enhance mobile crisis and mobile stabilization services in rural areas in other ways, whether that means providing supplemental resources to existing MRRCT and MRSS teams or expanding interdisciplinary teams in rural areas.

Coverage Expansion

Understanding that many counties across the state and especially rural counties have only one (1) provider contracted to provide crisis services, HCA understands that using this funding to establish completely new teams may not be possible for certain regions. Additionally, RHTP funds cannot be used to fund or pay for Designated Crisis Responders (DCRs) (or staff acting in a dual role as a DCR) or Involuntary Treatment Act (ITA) services. In compliance with the goals approved by CMS for this funding, HCA is asking the Contractor to increase access to voluntary mobile crisis services in rural counties. This could be done by developing a new team or by adding additional staff to an existing team, depending on the need of the rural county. Staff that could be supported by this funding include mental health professionals (MHPs) that are not DCRs, mental health care providers (MHCPs), behavioral health support specialist (BHSS), and Certified Peer Support Specialists. When adding additional staff to an MRRCT, the Contractor must ensure that providers receive sufficient funding to add at least two (2) additional staff to existing teams to allow for the dyad response outlined in the Mobile Crisis Response Best Practice Guide. When adding additional staff to provide MRSS services, the Contractor must ensure that providers receive sufficient funding to add at least four (4) staff.

MRRCTs shall comply with the established Tribal Crisis Coordination Protocols established between the HCA and the Tribe. Until these protocols are completed and agreed upon, the Contractor shall use the most recent annual plan for providing Crisis and ITA evaluation on Tribal Lands that was agreed upon by the Contractor and the Tribe. If the most recent annual plan is not available, the Contractor shall use the current HCA guidance template: "Navigating a Crisis without a Tribal Crisis Coordination Protocol"

MRRCTs should also be focused on improving services and care coordination to Tribal communities within their regions. MRRCTs should understand how to provide services to Tribal communities, follow the Tribal Crisis Coordination Protocols for mobile crisis services, and for individuals who are AI/AN, teams should assist in connecting the individual to services available from a Tribal government or Indian Heath Care Provider (IHCP).

MRRCTs should participate in HCA-approved training on the Indian health care delivery system which includes, but is not limited to, the "Tribal Sovereignty and the Indian Health Care System" webinar series addressing culturally appropriate evaluations of AI/AN Individuals available at: https://www.learnabouttreatment.org/tribal-series/

Vehicles

Should the Contractor have an interest in using funds to secure additional vehicles to be used for mobile crisis expansion, they must be leased instead of purchased. Once RHTP funding ceases, reimbursement for these leased vehicles will end, and therefore responsibility for continuing funding for leasing will be the Contractor's. Contractor should consider annually leasing contracts to protect against RHTP funding changes.

County Eligibility

For this initiative, funding can only be spent on services for counties that qualify as rural.

BH-ASO Region	Rural Qualifying County
North Sound	San Juan
	Island
	Skagit
North Central	Okanogan
	Grant
	Chelan
	Douglas
Spokane	Ferry
	Stevens
	Pend Oreille
	Lincoln
	Adams
Salish	Clallam
	Jefferson
Thurston-Mason	Mason
Great Rivers	Lewis
	Grays Harbor
	Pacific
	Wahkiakum
Greater Columbia	Kittitas
	Columbia
	Garfield
	Whitman
	Yakima
	Franklin
	Walla Walla

Southwest	Skamania
	Klickitat

Approved Funding Proposal expectations:

- Approved Funding Proposal plans can be implemented in a condensed time frame (Budget Period 1 of RHTP funds must be spent by September 30, 2027).
- Program can maintain long-term expansion and sustainability once the program funding period ends.

2. Regulatory and Contractual Compliance

Goal: Ensure that Contractors and Recipients comply with all regulatory and contractual terms and conditions for the management and use of these funds.

	Task	Date
3.1	Establish, execute, and maintain process for Lower-Tier Subrecipient contracts and other compliance-related requirements and documentation.	Prior to 10/30/2026

3. Monitor Project Progress

Goal: Ensure that projects proceed and funds are spent in full and in keeping with applications, Subrecipient Agreements and RHTP fund guidelines.

Contractor must monitor progress of projects and budget proposal progress during recurring performance reporting check points. Contractor shall redistribute funds as necessary between Lower-Tier Subrecipients to ensure all funds can be expended appropriately by the Performance Period deadline (September 30, 2027). Lower-Tier Subrecipients that demonstrate a reasonable action plan to complete planned spending by the deadline may proceed with additional monitoring by the Contractor and HCA.

If Contractor is behind on planned fund expenditure from their overall proposal, HCA will coordinate with the Contractor to review options for getting back on schedule, or begin the amendment process to remove Maximum Compensation funds from the Contractor. Maximum Compensation funds under this Work Order that are not expended by the end of the Performance Period 1 will be forfeited to HCA regardless of the status of additional Work Orders for subsequent Performance Periods.

	Task	Responsibility	Date
3.1	Create templates for project performance reports to be completed by Lower-Tier Subrecipients at set points during the project period. Reports shall be designed to help the	Contractor/HCA DBHR	9/30/2026

	Contractor and HCA determine compliance with project terms and required criteria, ensure funds are spent timely, and shall include a budget summary of funds expended.		
3.2	Submit project performance reports to HCA	Contractor	Per schedule below
3.3	Review project performance reports and evaluate for progress and program compliance.	HCA Contract Manager	Per schedule below
3.4	Coach and offer assistance to Contractor where progress reports or any ad hoc communications indicate that there may be challenges in meeting project goals and/or expending all the allocated funds. This assistance may include working with the Contractor on alternative use of funds that meets the program parameters.	HCA Contract Manager, DBHR	HCA/988/Crisis Collaboration Bi-monthly Meeting
3.5	Escalate any non-compliance, projects at risk of failure, or funds at risk of not being expended within the allotted time to HCA DBHR Contract Manager for possible recoupment and redistribution of funds.	Contractor	As needed

4. Alternative Use of Funds

Goal: Develop a process by which unspent funds may be re-directed for projects that achieve the objectives of Washington state's RHTP award for investment in expansion of mobile crisis and mobile stabilization services in rural communities.

	Task	Date
4.1	Develop a list of projects and purchases that meet the program guidelines that could be quickly made in the event there are unspent or recouped funds.	As needed
4.2	Expend unspent funds as necessary to achieve program requirements.	As needed

5. Reporting and Deliverables

For Performance Period 1, the Contractor shall provide HCA with foundational deliverables and recurring performance reports, including Lower-Tier Subrecipient performance reports, at the

cadence outlined in the Reporting and Deliverables table. HCA will monitor performance based on the approved proposal and spending plans provided.

Should spending or compliance risk be identified at any point throughout this performance period, HCA has the authority to impose any of the following remedial actions:

1. Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor must be submitted for approval to HCA within thirty (30) calendar days of notification. HCA may accept the plan, require modifications, or reject the plan. HCA may extend or reduce the time allowed for corrective action depending upon the nature of the situation.
2. Withhold up to five percent (5%) of the next payment and each payment thereafter if the Contractor fails to submit, gain HCA approval of, or implement the requested corrective action plan within agreed upon timeframes. The amount of withhold will be based on the severity of the situation. HCA, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
3. Increase withholdings by up to an additional three percent (3%) for each successive month during which the corrective action plan has not been submitted or implemented.
4. Terminate for Default as described in the General Terms and Conditions.

Contractor is required to submit complete, accurate, and timely supplemental data reports and encounters for Behavioral Health Services related to this Work Order for which the Contractor has collected, whether directly or through subcontracts or other arrangements:

1. The Contractor must respond to requests from HCA for Behavioral Health information not previously reported in a timeframe determined by HCA that will allow for a timely response to inquiries from CMS, the legislature, and other parties.

The recurring performance reports shall include, at a minimum:

1. Spending Plan:
    a. A list of Lower-Tier Subrecipients that have received funding under this program, how much they received, and how those funds are being spent.
    b. A detailed plan of approved projects, associated milestones and timelines, and projected outcomes against RHTP Activity 6.1 goals.
2. Performance Reports:
    a. A summary of milestone progress for each project to date.
    b. A detailed view of project outcomes to date, including:
        i. Number of unique individuals served;
            1. Youth
            2. Adult
        ii. Location of response / intervention by zip code and location type; and
        iii. Number of Mobile Rapid Response Crisis FTEs;
            1. Clinician: MHP or MHCP

a. Youth Clinician
b. Adult Clinician

2. Peer (parent or youth): CPC or CPSS
   a. Parent or Youth Peer
   b. Adult Peer

c. A summary of fund expenditures to date as compared to total funding allocated.

d. A summary of anticipated challenges/barriers for the upcoming reporting period.

Reporting and Deliverables Table:

Deliverable Description	Due Dates	Reporting Period
Contract Execution Report	Within 30 days of Contract Execution	N/A
Quarterly Reports	October 15, 2026	Date of Execution to October 30, 2026
	January 15, 2027	October 31, 2026 - November 30, 2026
	April 15, 2027	December 1, 2026 to February 28, 2027
Annual Report	July 10, 2027	March 1, 2027 to May 15, 2027

In addition:

1. The Contractor shall respond to ad hoc requests for project information from HCA within a minimum of two (2) weeks of being given notice that this information is needed and to meet on a recurring basis with HCA to discuss project status and assess spending risks..
2. If HCA requests to meet with any recipients or visit any projects or include select narratives about the projects in its reporting to CMS, the Contractor shall facilitate that and/or collect narratives as requested.

Payment Period Not-to-Exceed Amounts are estimated and may be adjusted through Contractor Budget Plan submissions and HCA Contract Manager approval.

Reimbursements are contingent upon timely submission of A-19 invoices. The Contractor shall invoice HCA on the approved A-19 on a quarterly basis. Contractor shall submit the final invoice no later than September 1, 2027 or as agreed upon between the Contractor and HCA. The Contractor may break out the services portion of the reimbursement amount as a monthly line-item expense on the quarterly invoice.

The Contractor will utilize the A-19 invoice provided specific to the RHTP for submission of expenditures. A-19 invoices must be submitted with performance reports to RHTpayable@hca.wa.gov and the HCA Contract Manager listed on page 1 of this Work Order.

Attachment 2: Federal Subaward Identification

1.	Federal Awarding Agency	Department of Health and Human Services
2.	Federal Award Identification Number (FAIN)	RHTCMS332044
3.	Federal Award Date	12/29/2025
4.	Assistance Listing Number and Title	93.798 - Rural Health Transformation Project
5.	Is the Award for Research and Development?	☐ Yes ☒ No
6.	Contact Information for HCA's Awarding Official	Mich'l Needham, Chief Policy Officer WA State Health Care Authority michl.needham@hca.wa.gov
7.	Subrecipient name (as it appears in SAM.gov)	Salish Behavioral Health Administrative Services Organization
8.	Subrecipient's Unique Entity Identifier (UEI)	LD6MNJ62JQD1
9.	Subaward Project Description	Rural Health Transformation Program Initiative 6.1
10.	Primary Place of Performance	98366-4676
11.	Subaward Period of Performance	Date of Execution - September 30, 2027
12.	Amount of Federal Funds Obligated by this Action	$967,450.94
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	$967,450.94
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (15%)

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) $25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?

   ☐ YES ☒ NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ☒ YES ☐ NO

An official website of the United States government. Here's how you know >

Visit our tips page to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov.

Exclusions Search Results: Entities

No Results were found for

Health Care Authority of Washington

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

Search Again

Search conducted 9/8/2026 1:21:50 PM EST on OIG LEIE Exclusions database.
Source data updated on 8/10/2026 9:01:00 AM EST

Return to Search