

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

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| Originating Department: | Whatcom County Superior Court |
| Division/Program: (i.e. Dept. Division and Program) | Juvenile Court Administration |
| Contract or Grant Administrator: | Stephanie Kraft |
| Contractor's / Agency Name: | Washington State Health Care Authority |

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
 Yes No If yes, grantor agency contract number(s): K7838 CFDA#: _____

Is this contract grant funded?
 Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process?
 Yes No If yes, RFP and Bid number(s): _____ Contract Cost Center: 1972

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
 - Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
 - Contract work is for less than 120 days. Work related subcontract less than \$25,000.
 - Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

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| Contract Amount:(sum of original contract amount and any prior amendments): \$ up to \$2,000,000 7/1/2024 through 7/31/2028 This Amendment Amount: \$ 0 Total Amended Amount: \$ up to \$2,000,000 7/1/2024 through 7/31/2028 | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
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The Washington State Health Care Authority will reimburse Whatcom County up to \$2,000,000 for the development and implementation of reentry services for youth transitioning out of Juvenile Detention through the Washington Health Care Authority Reentry Demonstration Initiative Project. This project includes planning, developing, and putting systems in place so Whatcom County Juvenile Detention will be able to bill Medicaid for these services following the conclusion of the project.

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| Term of Contract: 7/1/2024 | Expiration Date: 7/31/2028 |
|----------------------------|----------------------------|

- Contract Routing:
1. Prepared by: Stephanie Kraft Date: 6/28/2024
 2. Attorney signoff: Approved Electronically GR/KG Date: 7/9/2024
 3. AS Finance reviewed: Approved Electronically AT/KG Date: 7/11/2024
 4. IT reviewed (if IT related): _____ Date: _____
 5. Contractor signed: _____ Date: _____
 6. Executive contract review: _____ Date: _____
 7. Council approved, if necessary: _____ Date: _____
 8. Executive signed: _____ Date: _____
 9. Original to Council: _____ Date: _____

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|  | INTERAGENCY AGREEMENT for Reentry Demonstration Initiative Project | HCA Contract Number: K7838 Contractor Contract Number: |
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THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Whatcom Juvenile Detention (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

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|--|---|---|--------------------------|--|
| CONTRACTOR NAME Whatcom Juvenile Detention | | CONTRACTOR DOING BUSINESS AS (DBA) | | |
| CONTRACTOR ADDRESS Street 311 Grand Ave | City Bellingham | State WA | Zip Code 98226 | |
| CONTRACTOR CONTRACT MANAGER Kristine Glasgow | CONTRACTOR TELEPHONE (360) 778-5496 | CONTRACTOR E-MAIL ADDRESS kglasgow@co.whatcom.wa.us | | |

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| HCA PROGRAM Medicaid Reentry Demonstration Initiative Project | HCA DIVISION/SECTION 1070/OMT |
| HCA CONTRACT MANAGER NAME AND TITLE Emma Oppenheim, Medicaid Transformation Project Director | HCA CONTRACT MANAGER ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504 |
| HCA CONTRACT MANAGER TELEPHONE (360) 725-0868 | HCA CONTRACT MANAGER E-MAIL ADDRESS emma.oppenheim@hca.wa.gov |

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| CONTRACT START DATE July 1, 2024 | CONTRACT END DATE July 31, 2028 | TOTAL MAXIMUM CONTRACT AMOUNT \$2,000,000.00 |
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PURPOSE OF CONTRACT:
To provide essential services for individuals while in or leaving a carceral facility (i.e., state prison, county/city jail, or youth correctional facility).

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

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

1. DEFINITIONS

"Accountable Community of Health" or "ACH" means a regional coalition consisting of leaders from a variety of different sectors working together to build capacity to work collaboratively, develop regional health improvement plans, jointly implement or advance local health projects, and advise state agencies on how best to address health needs within its region.

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

"Capacity Building Application" means a formal application for specific capacity building funds and specifications of how these funds will be spent by facilities on IT and non-IT needs. It also includes a detailed plan of how the work will be implemented.

"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.

"Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract" or "Agreement" means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

"Contractor" means Whatcom Juvenile Detention, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

"Data" means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

"Financial Executor Portal" or "FE Portal" means the payment portal where incentive funds flow from federal Center for Medicare and Medicaid Services through the Delivery System Reform Incentive Payment program.

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

"Health-Related Social Needs" or "HRSN" means the social and economic needs that individuals experience that affect their ability to maintain their health and well-being. These include needs such as

employment, affordable and stable housing, healthy food, personal safety, transportation, and affordable utilities.

“Implementation Plan” means how the Contractor describes how the facility will support pre-release services, as outlined in the Statement of Work Attachment 1; #3.

“Interim and Final Progress Report” means a report that includes information on both the initial progress and the outcomes of the Reentry Demonstration Initiative Opportunity (Initiative).

“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.

“Letter of Intent” means a document that provides specific facility information and is a commitment to participate in the Initiative.

“Readiness Assessment” means a framework for assessing a Contractor’s ability to go-live or fully participate in the Initiative and will include an attestation that the facility has met all of the requirements.

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

“Services” means all work performed or provided by Contractor pursuant to this Contract.

“Statement of Work” or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is included as Attachment 1.

“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 Agreement under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“Subrecipient” shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

“Third Party Administrator” or **“TPA”** is an entity that may provide implementation and administrative support to carceral facilities in support of reentry.

2. STATEMENT OF WORK

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Attachment 1.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on date of last signature, and continue through July 31, 2028, unless terminated sooner or extended upon written agreement between the parties.

4. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for services will be based in accordance with the following terms set forth in the Statement of Work, Attachment 1.

5. PAYMENT PROCESS

- 5.1. HCA will pay the Contractor for the targeted milestones set forth in Attachment 1: Statement of Work.
- 5.2. The milestone deliverables must be submitted per the instructions set forth in the Attachment 1: Statement of Work and must describe and document to HCA's satisfaction the required information. All milestone deliverable submissions will be reviewed and must be approved by the HCA Contract Manager or designee prior to payment.
- 5.3. Once Contractor's submission of milestone deliverables have been accepted and approved by HCA, payments will distributed by HCA through the Financial Executor (FE) Portal at <https://wafinancialexecutor.com/>.
- 5.4. FE Portal customer service telephone number is (844) 300-5040 or accessible by email at WA_FE_FinancialServices@pcgus.com.
- 5.5. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.
- 5.6. Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

6. ACCESSIBILITY

- 6.1. REQUIREMENTS AND STANDARDS. Each information and communication technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the

regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

- 6.2. 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.
- 6.3. REMEDIATION. If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section 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.
- 6.4. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

8. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

9. SUBRECIPIENT

If the Contractor is a subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor shall:

- 9.1. Comply with 2 C.F.R. 200.501 and 45 C.F.R. 75.501; and
- 9.2. 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. 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 the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, Disputes.

10. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

11. CONTRACT MANAGEMENT

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

13. DISPUTES

In the event that a dispute arises under this Agreement, it will be determined by a dispute board in the following manner: Each party to this Agreement will appoint one member to the dispute board. The members so appointed will jointly appoint an additional member to the dispute board. The dispute board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The dispute board will thereafter decide the dispute with the majority prevailing. The determination of the dispute board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable Federal and State of Washington statutes and regulations;
- B. Attachment 2: Federal Compliance Certifications and Assurances;
- C. Attachment 1: Statement of Work;
- D. Exhibit A: Centers of Medicare & Medicaid Services, Special Terms and Conditions; and
- E. Any other provisions of the agreement, including materials incorporated by reference.

15. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement will not be considered for any purpose to be employees or agents of the other party.

16. RECORDS MAINTENANCE

16.1. The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

16.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

17. TREATMENT OF ASSETS

17.1. Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the 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 the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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 excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

18. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

19. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons Confidential Information accessed under this Agreement. Contractor agrees that all materials containing Confidential Information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

20. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

21. FUNDING AVAILABILITY

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

22. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

23. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 30 days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

24. WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an Authorized Representative of the party and attached to the original Agreement.

25. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

26. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Attachments

Attachment 1: Statement of Work

Attachment 2: Federal Compliance, Certifications and Assurances

Exhibit A: Centers of Medicare & Medicaid Services, special terms and conditions

ATTACHMENT 1: STATEMENT OF WORK

The Contractor will provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work, as described in this Schedule.

1. Background

In June 2023, the Health Care Authority (HCA) received federal approval for a Medicaid waiver demonstration that includes the Initiative. This new Initiative under the Medicaid Transformation Project (MTP) renewal known as the MTP 2.0. was approved by the federal Centers for Medicare and Medicaid Services (CMS) to provide essential services for individuals leaving a state prison, county/city jail, or youth correctional facility. The Initiative will support the delivery of targeted pre-release services to Medicaid eligible adults and youth in state prisons, jails, and youth carceral facilities that will be reimbursed by the Medicaid program known as Apple Health in Washington State.

2. Purpose

The purpose of this project is to prepare people for a successful transition and reentry into their community and help them live their healthiest life, improve health outcomes and reducing rates of recidivism (re-offense), emergency department visits, substance use and death. To stabilize and treat common conditions both prior and post release, so the opportunity for a successful reentry is increased.

3. Project Objectives

Targeted Pre-Release Services. The first three services listed below will be mandatory for facilities to implement. The last four services are optional. Contractor must support the implementation of a targeted set of pre-release services, as described in the Special Terms and Conditions (STC) of MTP 2.0 and the Reentry Implementation Plan approved by CMS:

- a. Case management
- b. Medications for alcohol and opioid use disorder
- c. 30-day supply of medications and medical supplies at release
- d. Medications during the pre-release period
- e. Lab and radiology
- f. Services by community health workers with lived experience
- g. Physical and behavioral clinical consultations

As appropriate, a third-party administrator (TPA) as well as regional Accountable Communities of Health (ACH) may assist the Contractor in the planning and implementation of these services, including the delivery of appropriate Health Related Social Needs (HRSN), and the milestones in Section 4. Additionally, HCA will collaborate with facilities on solutions for electronic health record (EHR) systems and systems that bill for Medicaid services.

Activities for implementing reentry services must include:

- a. Communicating with HCA regarding Initiative implementation
- b. Meeting cohort milestones as described below.
- c. Ensuring that a client receives targeted pre-release services and when feasible, providing HRSN services for clients reentering a community.

- d. An ability to support communication with community providers and Medicaid billing.

4. Milestones

The Contractor will develop and implement the following deliverables that execute the Project Objectives. The Contractor will provide services and deliverables to perform all activities necessary for or incidental to the performance of work as set forth under this SOW and described in the Waiver to achieve progress on the following milestones.

Milestone 1 – Letter of Intent

Following the receipt of a Letter of Intent documentation and approval by HCA, Contractor must meet the specifications outlined in the template provided to the Contractor as determined by HCA for each of the following four milestones in order to receive funding and participate in the next milestone.

Milestone 2 - Complete a Capacity Building Application

The Capacity Building Application includes an Implementation Plan and a detailed budget. The Implementation plan must describe how the facility will support pre-release services. The detailed budget will represent a facility’s formal application for capacity building funds and will specify how capacity building funds will be spent by facilities on IT and non-IT needs. Facilities in Cohorts 1 and 2 that identify the need for additional time to complete a Capacity Building Application may implement after the go live date of that cohort or join a subsequent cohort and complete milestones in-line with the deadlines for these cohorts.

Milestone 3 - Complete a Readiness Assessment

The Readiness Assessment report must include a framework for assessing facility readiness to go-live as part of the Initiative and will include an attestation that the facility is ready to go-live. HCA will provide a template for the assessment and will review submitted assessments and determine facility readiness prior to the go-live date for each facility.

Milestone 4 - Submit Interim Progress Report

The Contractor will be required to submit an Interim Progress Report to HCA with information on the initial implementation of the Initiative. HCA will provide a template for the Interim Progress Report and will review and approve submitted progress reports.

Milestone 5 – Submit Final Progress Report

The Contractor will be required to submit a Final Progress Report to HCA with information on the overall implementation progress of the Initiative and outcomes for clients. HCA will provide a template for the Final Progress Report and will review and approve submitted progress reports.

Milestones deadlines will be based upon the cohort a Facility participates in. Milestone deadlines for Cohort 1 are as follows:

| | 1) LOI | 2) Implement. Plan | 3) Readiness Assessment | Go-live with pre-release services | 4) Interim Progress Report | 5) Final Progress Report |
|----------|--------------|--------------------|-------------------------|-----------------------------------|----------------------------|--------------------------|
| Cohort 1 | June 1, 2024 | Oct 1, 2024 | Mar 1, 2025 | July 1, 2025 | May 1, 2026 | Oct 1, 2026 |

5. HCA Responsibilities

HCA will provide IT infrastructure funding through the Capacity Building Program. If needed, HCA will collaborate with facilities on solutions for electronic health record (EHR) systems and systems that bill for Medicaid services.

HCA is soliciting for TPA to provide administrative support possibly starting as early as Q1 2025. The administrative support may include but may not be limited to assisting clients with Medicaid eligibility screening and application, supporting providers to become enrolled as a Medicaid provider, and serving as a claim clearinghouse that helps facilities and providers prepare and submit claims.

6. Capacity Building Program Funding

Contractors that complete Milestone 2 – Capacity Building Application, HCA will provide capacity building funding to facilities to support the planning for and implementation of the Demonstration. Eligible uses of the funding are available in Appendix A, and include the following activities:

- a. IT infrastructure funding to support systems changes for data exchange, access to virtual health services, and other IT needs.
- b. Reentry planning and implementation funding to support planning expenses, such as the development of process changes, protocols, and procedures for implementation and hiring and training of staff.

Maximum funding for reentry planning and implementation will vary by facility size, based on their average daily population for the period of time specified in the Contractor’s Letter of Intent response. The table below delineates the maximum funding amounts for Tier 1 facilities. The maximum IT infrastructure funding is \$1 million for each participating facility.

| Facility tier (based on average daily population) | Total capacity building funding per facility | Total IT infrastructure funding per facility | Total funding per facility |
|--|--|--|----------------------------|
| Tier 1 (1 – 49) | \$1,000,000 | \$1,000,000 | \$2,000,000 |

7. Milestone Deliverables Compensation Table

HCA will assess Contractor’s progress towards achieving the Initiative goals based on achievement of specific milestones and measured by these milestones. Distribution of Capacity Building funding to Contractor is based on a Contractor’s tier as described below and is contingent upon their completion of the implementation milestones described below.

Milestones will be developed by the State in consultation with stakeholders and members of the public and approved by CMS. Generally, progress milestones will be organized into the following categories:

| Milestones | Funding | IT Funding | Timing for Cohort 1 |
|---|--|------------|---|
| Planning Milestones Before Go-Live with Pre-Release Services | | | |
| 1) Letter of Intent Submission | 10% of total RPP funding upon submission: Tier 1: \$100,000 | N/A | Due Date June 1, 2024 Funding Paid, July 1, 2024 |

| | | | |
|--|--|---|---|
| 2) Capacity Building Application Submission | Up to 40% of total RPP funding upon approval: Tier 1: Up to \$400,000 | Up to \$500,000 upon approval of the Application | Due Date: October 1, 2024 Funding Paid: December 1, 2024 |
| 3) Readiness Assessment Submission and Approval | Up to 40% of total RPP funding upon approval: Tier 1: Up to \$400,000 | Up to \$500,000 upon approval of the Readiness Assessment | Due Date: March 1, 2025 Funding Paid: July 1, 2025 |
| Implementation Milestones After Go-Live with Pre-Release Services | | | |
| 4) Interim Progress Report Submission | Up to 5% of total RPP funding upon submission: Tier 1: Up to \$50,000 | N/A | Due Date: May 1, 2026 Funding Paid: July 1, 2026 |
| 5) Final Progress Report Submission | Up to 5% of total RPP funding upon submission: Tier 1: Up to \$50,000 | N/A | Due Date: November 1, 2026 Funding Paid: January 1, 2027 |

Participating in the Evaluation

Contractor will support the Evaluation of the Initiative. HCA contracted with an independent evaluator to evaluate the Waiver. The evaluator will use claims data from pre-release services to assess the effectiveness of this Initiative. The evaluator stores and analyzes the data in a secure environment. Facilities that participate are consenting to the use of this claims data for evaluation. Facility staff may also be asked to participate in qualitative interviews performed by the independent evaluator regarding their experience participating in the Initiative, to inform the evaluation.

Appendix A: Eligible Uses of Capacity Building Funding

Eligible uses of capacity building funds

- Development of protocols and procedures.
 - Expenditures to support the preparation/execution of policies and procedures related to enrollment and suspension/unsuspension and pre- and post-release reentry navigation services.
- Additional activities to promote collaboration.
 - Expenditures for additional activities that will advance collaboration among stakeholders. This may include conferences and meetings convened with the agencies, organizations, and stakeholders involved in the initiative.
- Expenditures for planning to focus on developing processes and information sharing protocols to:
 - Identify uninsured individuals who are potentially eligible for Medicaid/ Children's Health Insurance Program (CHIP).
 - Assist with the completion of an application.
 - Submit an application to the county social services department for coordinating suspension/unsuspension.
 - Screen for eligibility for pre-release services and reentry planning in a period for up to 90 days immediately prior to the expected date of release.
 - Deliver necessary services to eligible individuals in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.
 - Establish ongoing oversight and monitoring process upon implementation.
- Hiring of staff and training to:
 - Assist with the coordination of enrollment/suspension/unsuspension.
 - Provide reentry navigation services during the 90-day pre-release period, and to support reentry.
 - Provide overall guidance on how to work with justice-involved individuals effectively and appropriately.
 - Support an environment appropriate for provision of 90-day pre-release services.
 - Accommodations for private space, such as correctional facility-grade moveable screen walls, desks, and chairs to conduct assessments and interviews within carceral settings.

Eligible uses of IT infrastructure funding

- Electronic interfaces for prisons, jails, and youth facilities to support enrollment/suspension.
- Enhancements to existing IT systems to create and improve data-exchange to support reentry navigation services in the 90-day pre-release and post-release period.

- Adoption of system upgrades to ensure compatibility with Epic's data sharing platform. Any additional expenses related to upgrades—including the billing module or new platforms—not covered by Health Care Management and Coordination System (HCMACS) which will likely not be available until mid-2025.
- Installation of audio-visual equipment or other technology to support provision of pre-release services delivered via telehealth in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.

ATTACHMENT 2: 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: HCA DBHR Contract Manager.
- a. *Source of Funds:* This Contract is being funded through Washington State's five-year Medicaid Transformation Project 2.0 approved under section 1115(a) of the federal Social Security Act by the Center for Medicare and Medicaid Service (CMS) on June 30, 2023, No. 11-W-00304/0 and 21-W-00071/0.
 - b. *Period of Availability of Funds:* Funds will become available to Contractor or Subrecipient commencing on the date of final signature of the Contract to which is attached and continuing through June 30, 2028.
 - 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 CFR 200.501 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:* The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, 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. *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.
- i. *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. **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 contractor'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 contract;
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 funds and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC funds or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal funds or cooperative Contract must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to funds 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 funds, 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: |
| PLEASE ALSO PRINT OR TYPE NAME: | |
| ORGANIZATION NAME: (if applicable) | DATE: |

EXHIBIT A: CENTERS OF MEDICARE & MEDICAID SERVICES, SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions portion of the MTP 2.0 Waiver is an integral part of this Contract and is incorporated herein by this reference and is not attached but is available upon request from the HCA Contract Manager.