	PROFESSIONAL SERVICES CONTRACT for Rapid Methadone Induction Pilot	HCA Contract Number: K7892
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THIS CONTRACT is made by and between the Washington State Health Care Authority, (HCA) and Washington Society of Addiction Medicine, (Contractor).

CONTRACTOR NAME Washington Society of Addiction Medicine		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS Street 11400 Rockville Pike, Suite 200	City Rockville	State MD	Zip Code 20852	
CONTRACTOR CONTACT Dr. Vania Rudolf	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS wsamweb@gmail.com		

Is Contractor a Subrecipient under this Contract?

YES NO

HCA PROGRAM Clinical Quality and Care Transformation	HCA DIVISION/SECTION CQCT / CLSOPS
HCA CONTACT NAME AND TITLE Jessica Canty, Medical Assistance Program Specialist	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 45502 Olympia, WA 98504
HCA CONTACT TELEPHONE (360) 725-9961	HCA CONTACT E-MAIL ADDRESS jessica.canty@hca.wa.gov

CONTRACT START DATE Date of Execution	CONTRACT END DATE June 30, 2025	TOTAL MAXIMUM CONTRACT AMOUNT \$250,000.00
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PURPOSE OF CONTRACT:

The purpose of this contract is to establish an agreement between HCA and the Washington Society of Addiction Medicine (WSAM), the Washington State chapter of the American Society of Addiction Medicine (ASAM), the nation's leading professional society dedicated to increasing access and improving the quality of addiction treatment; educating physicians, other medical professionals and the public, to provide technical assistance to hospitals to help facilitate a rapid methadone induction pilot program in accordance with ESSB 5950.

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

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

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Recitals

The Washington State Health Care Authority (HCA) posted a Notice of Intent to award a Sole Source Contract to Washington Society of Addiction Medicine on the Washington Electronic Business Solution (WEBS) website from [DATE] to [DATE] and also posted the Notice, Justification and proposed Sole Source Contract on the HCA website from [DATE] to [DATE].

HCA also filed the proposed Sole Source Contract and required documentation in the Sole Source Contract Database on [DATE], which was ten (10) or more working days prior to the Contract start date. The Department of Enterprise Services (DES) reviewed and approved the filing on [DATE].

THEREFORE, HCA and the Washington Society of Addiction Medicine enter into this Contract, the terms and conditions of which will govern Contractor's providing to HCA technical assistance to hospitals to help facilitate a rapid methadone induction pilot program in accordance with ESSB 5950.

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

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

The Contractor will provide the services and staff as described in Attachment 1: *Statement of Work*.

2. **DEFINITIONS**

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

"Business Associate" means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

"Business Associate Agreement" or **"BAA"** means an agreement that includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

"Business Days" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Centers for Medicare and Medicaid Services" or **"CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

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

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

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

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

“Contractor” means Washington Society of Addiction Medicine, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

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

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

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

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

“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 codified at 42 USC 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

“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.

"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.

“Opioid Treatment Program” means a program or practitioner engaged in opioid treatment of individuals with an opioid agonist medication. Federal regulations define opioid treatment as the dispensing of an opioid agonist treatment medication, along with a comprehensive range of medical and rehabilitative services, when clinically necessary, to an individual to alleviate the adverse medical, psychological or physical effects incident to opiate addiction.

“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.

“Pilot Program Sites” or **“Program Sites”** means acute care hospitals contracted with HCA to standardize and institutionalize patient care pathways for rapid methadone initiation in the inpatient setting.

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

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

“Rapid Methadone Pilot Program” or **“Pilot Program”** means the program established to provide rapid methadone initiation to help retain patients in the hospital to complete care for their admitting diagnosis and provide a more supportive context for longer term methadone treatment.

“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 is Attachment 3 hereto.

“Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“University of Washington’s Psychiatry Consultation Lines” or **“Psychiatry Consultation Lines”** means the telephone consultation lines facilitated by the University of Washington Department of Psychiatry and Behavioral Sciences that offer healthcare providers in Washington State the opportunity to consult with a University of Washington Psychiatrist about adult patients (18+) with mental health issues and/or substance use disorders, including patients who are pregnant, postpartum, or planning pregnancy.

“USC” means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

“WAC” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

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

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of Contract;
- 3.1.2 Use of professional judgment;

- 3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and
- 3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on date of last signature, and continue through June 30, 2025, unless terminated sooner as provided herein.
- 3.2.2 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.

3.3 DES FILING REQUIREMENT

The provisions of Chapter 39.26 RCW require HCA to file this sole source Contract and any amendments to this Contract with the Department of Enterprise Services (DES) for approval. No sole source contract or amendment is effective, nor will work commence under it, unless and until it is approved by DES.

3.4 COMPENSATION

- 3.4.1 The parties have determined the cost of accomplishing the work herein will not exceed **\$250,000**, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.
- 3.4.2 Contractor's compensation for services rendered will be based on the schedule set forth in Attachment 1: Statement of Work.
- 3.4.3 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual

(<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

3.5 INVOICE AND PAYMENT

- 3.5.1 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/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- 3.5.2 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.
- 3.5.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.
- 3.5.4 Invoices must be submitted to HCABHAccountsPayable@hca.wa.gov and the HCA Contract Manager with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:
 - A. The HCA Contract number;
 - B. Contractor name, address, phone number;
 - C. Description of services;
 - D. Date(s) of delivery;
 - E. Net invoice price for each item;
 - F. Applicable taxes;
 - G. Total invoice price; and
 - H. Any available prompt payment discount.
- 3.5.5 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.
- 3.5.6 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.6 CONTRACTOR AND HCA CONTRACT MANAGERS

- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 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:	Dr. Vania Rudolf	Name:	Jessica Canty
Title:	President, Washington Society of Addiction Medicine	Title:	Medical Assistance Program Specialist
Address:	11400 Rockville Pike Suite 200 Rockville, MD 20852	Address:	Health Care Authority 626 8 th Avenue SE PO Box 45502 Olympia, WA 98504
Phone:		Phone:	360-725-9961
Email:	wsamweb@gmail.com	Email:	jessica.canty@hca.wa.gov

3.7 KEY STAFF

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

3.8 LEGAL NOTICES

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

3.8.1 In the case of notice to the Contractor:

Washington Society of Addiction Medicine
Attention: Dr. Vania Rudolf
11400 Rockville Pike, Suite 200
Rockville, MD 20852
wsamweb@gmail.com

3.8.2 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

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

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

3.9 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

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

3.9.1 Applicable Federal and State of Washington statutes and regulations;

3.9.2 Recitals;

3.9.3 Special Terms and Conditions;

3.9.4 General Terms and Conditions;

3.9.5 Attachment 1(s): Statement(s) of Work;

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

3.10 INSURANCE

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

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

3.10.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.10.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.

3.10.4 Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

3.10.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

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

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

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

4.2 ACCESSIBILITY

- 4.2.1 **REQUIREMENTS AND STANDARDS.** Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 4.2.2 **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 4.2.3 **REMEDIATION.** If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.
- 4.2.4 **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

4.3 ADVANCE PAYMENT PROHIBITED

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

4.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4.5 ASSIGNMENT

4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.36, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

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

4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFLICT OF INTEREST

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

4.9 CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

4.10 COVERED INFORMATION PROTECTION

- 4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.
- 4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.
- 4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public

disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.12 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural

manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.14.2 A party's request for a dispute resolution must:

- A. Be in writing;
- B. Include a written description of the dispute;
- C. State the relative positions of the parties and the remedy sought; and
- D. State the Contract Number and the names and contact information for the parties.

4.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.15 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.45, *Warranties*.

4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

- 4.17.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;
- 4.17.2 Renegotiate the Contract under the revised funding conditions; or
- 4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

- A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
- B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
- C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

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

4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

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

4.20 INDEMNIFICATION

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

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA

or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

4.22 LEGAL AND REGULATORY COMPLIANCE

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

4.23 LIMITATION OF AUTHORITY

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

4.24 NO THIRD-PARTY BENEFICIARIES

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

4.25 NONDISCRIMINATION

- 4.25.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- 4.25.2 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- 4.25.3 Default. Notwithstanding any provision to the contrary, HCA may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until HCA

receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), HCA may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

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

4.26 OVERPAYMENTS TO THE CONTRACTOR

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

4.27 PAY EQUITY

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211 and Engrossed Senate Bill 5187, Sec 919), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

- 4.27.4 A “bona fide regional difference in compensation level” must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA’s request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

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

4.29 RECORDS AND DOCUMENT REVIEW

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

4.30 REMEDIES NON-EXCLUSIVE

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

4.31 RIGHT OF INSPECTION

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

4.32 RIGHTS IN DATA/OWNERSHIP

- 4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire*" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- 4.32.2 If for any reason the Work Product would not be considered a "*work made for hire*" under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 SEVERABILITY

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

4.34 SITE SECURITY

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

4.35 SUBCONTRACTING

4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

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

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

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

4.35.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.36 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, and Rights in Data/Ownership* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.37 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.38 TERMINATION

4.38.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.38.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written

notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.39 TERMINATION PROCEDURES

4.39.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.39.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is

for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.39.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

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

4.40 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

4.41 TREATMENT OF ASSETS

4.41.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding

intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.41.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

4.41.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.41.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.41.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

4.42 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

4.43 WARRANTIES

- 4.43.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- 4.43.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.43.3 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.43.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

ATTACHMENT 1: STATEMENT OF WORK

1. PURPOSE

The purpose of this establish an agreement with the Contractor to act as the technical assistance provider to Pilot Program Sites with the HCA to standardize and institutionalize patient care pathways for rapid methadone initiation in the inpatient setting.

Individuals who could benefit from methadone are often unable to tolerate the pace of outpatient titration to therapeutic doses particularly in the context of fentanyl where stabilizing doses are higher than they were for heroin. Inpatient admission is an opportunity to rapidly titrate methadone while in a highly monitored setting. Rapid methadone initiation may help retain patients in the hospital to complete care for their admitting diagnosis and provide a more supportive context for longer term methadone treatment. The intent of this work is to create sample hospital policies and workflows that identify patients admitted to the hospital for medical or surgical care who have a concurrent and/or underlying opioid use disorder and would benefit from rapid methadone initiation, and to provide education and clinical guidance that supports providers and systems in successfully providing rapid methadone initiation services.

2. PERFORMANCE EXPECTATIONS

The Contractor shall be responsible for all internal resources necessary to implement the expectations outlined in this Contract. If external resources, beyond those provided by HCA as outlined in this Contract, are necessary to complete the services the Contractor is responsible for sub-contracting and/or partnering with external organizations or individuals.

The Contractor shall collaborate with HCA and Pilot Program Sites to ensure Pilot Program technical assistance meets expectations outlined in this Contract.

The Contractor shall meet with HCA for one 30-minute meeting monthly, with a meeting schedule set for the duration of the Contract upon execution. Either party may request additional meetings each month as needed, to be agreed to by both parties.

All technical assistance provided to the Program Sites shall be submitted to HCA via this Contract's deliverables and will be shared by HCA with the hospitals via the HCA Program Site contract, not directly provided by the Contractor to the hospital sites.

All material including protocols, policies, and patient and provider education are the property of HCA and may be used, branded, adapted, and shared by HCA outside of the scope of this Pilot Program, as stated in Section 4.32 *Rights in Data/Ownership*.

2.1. Sample Hospital Policies and Clinical Protocols

The Contractor shall develop a sample hospital policy for the rapid initiation of methadone in pregnant and non-pregnant patients. The sample policy must comply with all State and Federal regulations The Contractor shall:

- 2.1.1. Develop sample hospital policies that allow for the rapid initiation of methadone. Policies must include:
 - a) A clinical protocol(s) for the safe and effective rapid initiation of methadone for both pregnant and non-pregnant patients that include(s) adjunct medications.
 - b) Workflows that standardize screening for opioid use disorder, identify inclusion and exclusion criteria for rapid methadone initiation, offer alternatives for rapid methadone initiation for patients who are not appropriate for that pathway, support nursing care of rapid methadone initiation patients including monitoring and assessment requirements, detail laboratory or other testing needed, and include linkage to ongoing care and continuity of methadone dosing in between discharge and outpatient follow up.
 - c) Processes that support the continuum of care for rapid methadone induction patients, including the recognition of appropriate patients in the emergency department, transition orders, application in critical care settings, pharmacy considerations, dispensed methadone under the seventy-two (72) hour rule, and linkage to an opioid treatment program.
- 2.1.2. Ensure that sample policies will be inclusive of and adaptable to all hospitals including those in smaller systems or rural areas and will not include non-standard resources such as inpatient addiction medicine teams.
- 2.1.3. Collaborate with a minimum of two (2) Opioid Treatment Program medical directors, to ensure that the policies, protocols, and workflows meet the minimum requirements for appointment scheduling, care coordination, and medical records sharing between a hospital and an Opioid Treatment Program partner. Collaboration must include:
 - a) The Opioid Treatment Program medical directors selected for collaboration shall operate at Opioid Treatment Program facilities which are, approximately one hundred (100) miles distance from each other, to allow for unique demographic and geographic perspective.
 - b) An attestation from each of the Opioid Treatment Program medical directors selected to show they have reviewed the policies and confirmed that the policies, protocols, and workflows adequately support the transition to outpatient care and are feasible to be implemented statewide.
- 2.1.4. Submit to HCA the sample policy on the template provided in *Attachment 2: Policy Template* by December 20th, 2024.

2.2. Sample Electronic Health Records

The Contractor shall develop sample electronic health record modifications. To include the following:

- 2.2.1. Develop a sample order set that represents methadone initiation clinical protocols and policy requirements.
- 2.2.2. Develop sample smart phrases as needed to support screening, documentation, dispensation, and/or patient education and informed consent requirements
- 2.2.3. Submit the sample electronic health record changes on the template provided in *Attachment 3: Order Set Template*.
 - a) Sample documents do not need formal graphic design.

2.3. Implementation Surveys

The Contractor shall develop and analyze pre-implementation and post-implementation surveys for Program Sites. To include the following:

- 2.3.1. Develop surveys for physician, nursing, social work, and pharmacy staff at all Program Sites.
 - a) The surveys shall assess at a minimum, willingness to provide methadone initiation, barriers to providing methadone treatment, provider attitudes and biases towards patients who use drugs, knowledge of methadone treatment, and satisfaction working with patients with opioid use disorder.
 - b) The survey links will be provided to Program Sites by HCA.
- 2.3.2. Collect and analyze pre-implementation survey responses separately for each site, with information aggregated and broken down by discipline into a report that includes the number of responses and analysis of the results.
- 2.3.3. Collect and analyze post-implementation survey responses separately for each hospital, with information aggregated and broken down by discipline, into a report that includes the number of responses and analysis of results.

2.4. Implementation Support

The Contractor shall provide clinical education and administrative implementation support to Program Sites to include the following:

- 2.4.1. Collaborate with HCA to offer three virtual implementation technical assistance sessions, in January, February, and April of 2025.

- a) Sessions shall only be open to HCA Program Sites clinical leads and the addiction psychiatry leads from the University of Washington's Psychiatry Consultation Lines.
 - b) Additional participants may be invited only at the discretion of HCA.
 - c) Each session shall be approximately sixty (60) minutes in length and should be discussion based.
 - d) Sessions do not need to be recorded.
- 2.4.2. Collaborate with HCA to offer three virtual clinical education sessions, in March, April, and May of 2025. The session(s) must include the following:
- a) One session shall include content on harm reduction, motivational interviewing, and patient centered care.
 - b) One session shall include content on methadone initiation in critical and/or complex patients.
 - c) Sessions are only open to HCA Program Site clinical leads and champions and the Psychiatry Consultation Lines staff psychiatrists. Additional participants may be invited only at the discretion of HCA.
 - d) Each session shall be approximately sixty (60) minutes in length, and should include didactic content followed by Q and A.
 - e) Sessions are to be recorded, and the recordings shall be submitted to HCA at the completion of each session.
- 2.4.3. A list of implementation technical assistance session and clinical education session dates, times, content titles, and meeting or registration links shall be submitted to HCA by December 20th, 2024.
- 2.4.4. Develop clinician education material and patient education material that provides an overview of rapid methadone initiation for both pregnant and non-pregnant patients. The educational materials shall meet the following criteria:
- a) A maximum word count of six hundred (600) words if the content should be put into brochure format, or nine hundred (900) words if the content should be put into a double sided single sheet, and include any required charts or graphics.
 - b) The Contractor does not need to submit documents that have been through formal graphic design.

2.5. Consultation Line Training

The Contractor shall develop training for the University of Washington Psychiatry Consultation Lines and their staff to support their role as providers of consultative

services to hospitals statewide, who may include Program Sites. This is to include the following:

- 2.5.1. Coordinate with HCA to provide two (2) training sessions for University of Washington's Psychiatry Consultation Lines staff.

These trainings shall have the following requirements:

- a) Sessions shall be approximately sixty (60) minutes.
- b) Sessions may be didactic, case based, discussion, or any combination of these or other formats.
- c) Content of training should supplement, not duplicate, the content of the sample hospital policy outlined in Section 2.1 and the three clinical education sessions outlined in Section 2.4.2 and focus on the consulting role, polysubstance abuse, and co-occurring disorders, or other complex clinical presentations that may prompt the need for consultation.
- d) Session dates, times, topics, including virtual meeting, and registration links shall be provided to HCA a minimum of sixty (60) days prior to each session.
- e) Sessions are to be recorded, and recordings shall be submitted to HCA at the completion of each session.
- f) Additional participants may be invited only at the discretion of HCA.

2.6. On-Call Technical Assistance

The Contractor shall be available for as-needed technical assistance between January and June of 2025. This includes, at minimum, the following:

- 2.6.1. Responding to phone and email requests from HCA within three (3) business days of a request to coordinate on contract management.
- 2.6.2. Availability on an as needed basis, as determined in conjunction with HCA, to respond to clinical questions posed by Program Site leads and the addiction psychiatry leads from the Psychiatry Consultation Lines. If HCA reaches out with additional ad hoc technical assistance requests, the contractor will respond within three (3) business days.

3. DELIVERABLES, DUE DATES, AND PAYMENT EXPECTATIONS

3.1 Acceptance Criteria

- 3.1.1 Contractor may invoice for the deliverables listed below on completion of each deliverable. HCA has the right to withhold payment if the Contractor fails to meet deliverables standards.

- 3.1.2 HCA will consider each deliverable complete once HCA confirms receipt of a report or documents containing all required and relevant information.
- 3.1.3 The work to be completed by Program Sites is dependent on the work of the Contractor submitting deliverables per the deliverables table in Section 3. Due to these dependencies, if the Contractor fails to submit deliverables 2.1.4, 2.1.4b, 2.4.3, 2.2.3, and 2.3.1 by the due date specified, this Contract will be terminated on January 10, 2025 and the Contractor will not be paid for late and incomplete deliverables, per Section 4.38.1 – Termination for Default.

3.2 Deliverables Table

Section Number	Description	Due Date	Amount
2.1.4	Sample hospital policies	12/20/24	\$30,000
2.1.4b	Attestations completed by Opioid Treatment Program medical directors	12/20/24	\$20,000
2.4.3	Technical assistance sessions and clinical education session dates, times, titles, and meeting/registration links submitted to HCA	12/20/24	\$5,000
2.2.3	Sample electronic health record changes	1/10/25	\$15,000
2.3.1	Implementation survey questions and links	1/10/25	\$10,000
2.4.4	Patient and clinician education handouts	1/15/25	\$20,000
2.4.1	First Implementation Technical Assistance Session	1/31/25	\$15,000
2.3.2	Pre-Implementation Survey report	2/15/25	\$10,000
2.4.1	Second Implementation Technical Assistance Session	2/28/25	\$15,000
2.4.2	First Clinical Education Session	3/31/25	\$15,000
2.4.2	Second Clinical Education Session	4/30/25	\$15,000

2.4.1	Third Implementation Technical Assistance Session	4/30/25	\$15,000
2.4.2	Third Clinical Education Session	5/31/25	\$15,000
2.3.3	Post-Implementation Survey Report	6/30/25	\$10,000
2.5.1	First Psychiatry Consultation Lines Training Session	6/30/25	\$15,000
2.5.1	Second Psychiatry Consultation Lines Training Session	6/30/25	\$15,000
2.6	On-Call Technical Assistance	Invoiced Monthly	up to \$2,000 per month (not to exceed \$10,000 total)
Total			\$250,000

ATTACHMENT 2: POLICY TEMPLATE

Policy template: Enter title

Template instructions: Please use the formatting and general framework of this template for your policy content. You can add, remove, and change the content as needed. Please do not change the formatting (such as fonts, text sizes, and colors).

Use the built-in formatting of this template by either editing the existing content, or by accessing the **Styles** panel. To open the Styles panel, go to the Home tab > Navigate to the Styles section > and click the downward-right pointing arrow in the bottom corner of the Styles section. This will open the Styles panel. Check the “Show Preview” box at the bottom of the panel to see the Styles. To apply a style, select the text you want to format and the style in the Styles panel you want to use to apply. This will automatically format the content.

Document information

Document number: Enter document number and revision level

Category: Enter category

Origination date: 00/00/00

Effective date: 00/00/00

Next review date: 00/00/00

Reviser (title): Enter reviser title

Owner (title): Enter owner title

Purpose

Enter purpose.

Persons affected

Enter persons affected.

Definitions

Enter definitions in alphabetical order using the format below:

Term/phrase A: Enter definition

Term/phrase B: Enter definition

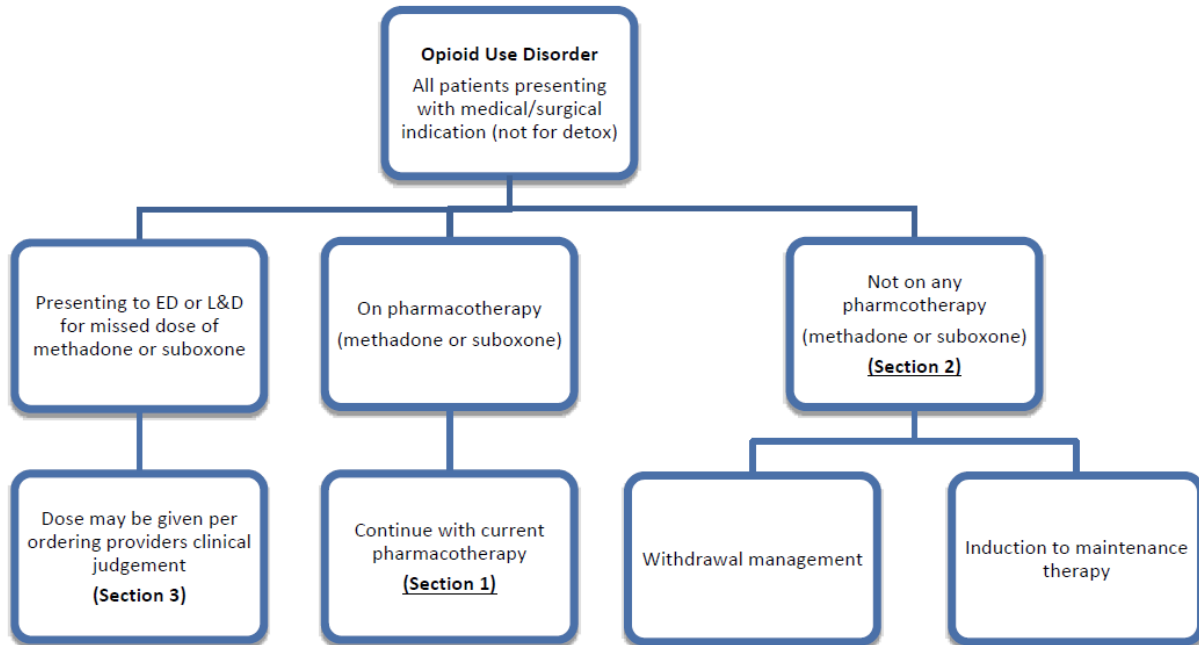
Term/phrase C: Enter definition

Policy

Enter policy information here.

Procedures

Enter procedures diagram here. Please format diagram to fit portrait orientation, standard size page. Example below:



Section 1

Enter heading

Enter section 1 information as bullets below:

- Bullet 1
- Bullet 2
- Bullet 3

Section 2

Enter heading

Enter section 2 information as bullets below:

- Bullet 1
- Bullet 2
- Bullet 3

Section 3

Enter heading

Enter section 3 information as bullets below:

- Bullet 1
- Bullet 2
- Bullet 3

Appendix A: Methadone initiation dosing recommendations

Enter recommendations as bullets below:

Important factors

- Bullet 1
- Bullet 2
- Bullet 3

General dosing guidelines

- Bullet 1
- Bullet 2
- Bullet 3

If additional appendices are needed, copy and paste the appendix section and edit the content as needed.

Appendix B: Supportive care medications

Enter brief description.

Medication	Dose and frequency

Relevant references

List references in alphabetical order using the format below:

Reference A

Reference B

Reference C

Related documents/external links

List documents/links using the format below:

Document/link A

Document/link B

Document/link C

Approving committees

List approving committees in alphabetical order using the format below:

Committee A

Committee B

Committee C

Revision history

Revision history table

Doc number and revision level	Final approved by	Date	Brief description of change
		00/00/00	
		00/00/00	
		00/00/00	

ATTACHMENT 3: ORDER SET TEMPLATE

Order set template: Enter title

Template instructions: Please use the formatting and general framework of this template for your order set content. You can add, remove, and change the content as needed. Please do not change the formatting (such as fonts, text sizes, and colors).

Use the built-in formatting of this template by either editing the existing content, or by accessing the **Styles** panel. To open the Styles panel, go to the Home tab > Navigate to the Styles section > and click the downward-right pointing arrow in the bottom corner of the Styles section. This will open the Styles panel. Check the “Show Preview” box at the bottom of the panel to see the Styles. To apply a style, select the text you want to format and the style in the Styles panel you want to use to apply. This will automatically format the content.

Associated policy: Enter associated policy name/number

Considerations

Enter considerations. Add or omit bullets as needed.

- Enter description
- Enter description
- Enter description

Nursing

Assessment: Enter assessment

Frequency: Enter frequency

Number of occurrences: Enter number of occurrences

Comments: Enter comments

Actions: Enter actions

Frequency: Enter frequency

Number of occurrences: Enter number of occurrences

Comments: Enter comments

Vitals: Enter vitals

Frequency: Enter frequency

Number of occurrences: Enter number of occurrences

Comments: Enter comments

Documentation: Enter documentation

Frequency: Enter frequency

Number of occurrences: Enter number of occurrences

Comments: Enter comments

Patient education: Enter patient education

Comments: Enter comments

Hold patient medication if: Enter description

Notify provider if: Enter description

Labs

- Lab test:** Enter lab test
Frequency: Enter frequency
Number of occurrences: Enter number of occurrences
- Lab test:** Enter lab test
Frequency: Enter frequency
Number of occurrences: Enter number of occurrences
- Lab test:** Enter lab test
Frequency: Enter frequency
Number of occurrences: Enter number of occurrences

Other

- EKG**
Frequency: Enter frequency
Number of occurrences: Enter number of occurrences
- Cardiac monitoring**
- Consult**
Comments: Enter comments on who needs to consult

Supportive care medications

- Medication:** Enter medication
Dose and frequency: Enter dose and frequency
Route of administration: Enter route of administration
Indication: Enter indication
Comments: Enter comments
- Medication:** Enter medication
Dose and frequency: Enter dose and frequency
Route of administration: Enter route of administration
Indication: Enter indication
Comments: Enter comments
- Medication:** Enter medication
Dose and frequency: Enter dose and frequency
Route of administration: Enter route of administration
Indication: Enter indication
Comments: Enter comments

- Medication:** Enter medication
Dose and frequency: Enter dose and frequency
Route of administration: Enter route of administration
Indication: Enter indication
Comments: Enter comments
- Medication:** Enter medication
Dose and frequency: Enter dose and frequency
Route of administration: Enter route of administration
Indication: Enter indication
Comments: Enter comments

Discharge

- Care coordination**
Comments: Enter comments
- Dispense methadone**
Dose and number of doses: Enter dose and number of doses
Comments: Enter comments
- Discharge prescription:** Enter medication
Dose and frequency: Enter dose and frequency
Indication: Enter indication
Comments: Enter comments
- Discharge prescription:** Enter medication
Dose and frequency: Enter dose and frequency
Indication: Enter indication
Comments: Enter comments

Methadone rapid initiation

Template instructions: Please update this section based on your unique protocols. Number of days may vary.

Day 1

- Methadone twice (scheduled)**
Total daily dose not to exceed [enter dose], days reset at 0700.
 - Dose:** Enter dose
Indication: Enter indication
Time: Enter time
Instructions: Enter instructions
 - Dose:** Enter dose
Indication: Enter indication
Time: Enter time

PRN

Total daily dose not to exceed [enter dose], days reset at 0700.

Medication: Enter medication

Dose and frequency: Enter dose and frequency

Indication: Enter indication

Medication: Enter medication

Alternate dose and frequency: Enter dose and frequency

Alternate dose indication: Enter indication

Day 2

Methadone twice (scheduled)

Total daily dose not to exceed [enter dose], days reset at 0700.

Dose: Enter dose

Indication: Enter indication

Time: Enter time

Instructions: Enter instructions

Dose: Enter dose

Indication: Enter indication

Time: Enter time

PRN

Total daily dose not to exceed [enter dose], days reset at 0700.

Medication: Enter medication

Dose and frequency: Enter dose and frequency

Indication: Enter indication

Medication: Enter medication

Alternate dose and frequency: Enter dose and frequency

Alternate dose indication: Enter indication

Day 3

Methadone twice (scheduled)

Total daily dose not to exceed [enter dose], days reset at 0700.

Dose: Enter dose

Indication: Enter indication

Time: Enter time

Instructions: Enter instructions

Dose: Enter dose

Indication: Enter indication

Time: Enter time

PRN

Total daily dose not to exceed [enter dose], days reset at 0700.

Medication: Enter medication

Dose and frequency: Enter dose and frequency

Indication: Enter indication

Medication: Enter medication

Alternate dose and frequency: Enter dose and frequency

Alternate dose indication: Enter indication

Days 4-5

Methadone twice (scheduled)

Total daily dose not to exceed [enter dose], days reset at 0700.

Dose: Enter dose

Indication: Enter indication

Time: Enter time

Instructions: Enter instructions

Dose: Enter dose

Indication: Enter indication

Time: Enter time

PRN

Total daily dose not to exceed [enter dose], days reset at 0700.

Medication: Enter medication

Dose and frequency: Enter dose and frequency

Indication: Enter indication

Medication: Enter medication

Alternate dose and frequency: Enter dose and frequency

Alternate dose indication: Enter indication

Day 6 and beyond

Provider to order scheduled dose.