



# Kittitas County Review Form Grants & Contract Agreement

Today's Date 05/31/2013	Agenda Date
Fund/Department 116-Public Health	

## Contract/Grant Information

Contract /Grant Agency: Health Care Authority-ABCD Local Activities	
Period Begin Date: 07/01/2013	Period End Date: 06/30/2015
Total Grant/Contract Amount: \$19,600.00	
Grant/Contract Number: K763	
Contract/Grant Summary: The purpose of the Health Care Authority (HCA) contract outlines the Statement of Work for the Kittitas County Public Health Department to assist the HCA to reduce dental decay and improve oral health in those Medicaid-eligible children birth to six years by increasing the utilization of dental services among this population in Washington.	

## Recommendation for Board of Health and Board of Health Review on \_\_\_\_\_

Department Head Signature: _____, Administrator    Date: _____
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## Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

### APPROVED AS TO FORM:

_____ Signature of Prosecutor's Office	_____ Date
_____ Signature of Auditor's Office	_____ Date
_____ Signature of Board of Health member	_____ Date

## Financial Information

Total Amount \$19,600.00	State Funds \$9,800.00	Federal Funds \$9,800.00
Percentage County Funds	Matching Funds \$	CFDA# 93.778
	In-Kind \$ Explain	

Is Equipment being purchased? No	Who owns equipment? None
New Personnel being hired? No	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

### Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input checked="" type="checkbox"/> Why not
New Division Created?		Funds already budgeted for
Revenue Code 116-61224133393778		

### Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

### Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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### County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer


### Submitted

Signature:	Date:
Department:	

### Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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		<b>COUNTY/LOCAL HEALTH JURISDICTION AGREEMENT</b> <b>ABCD Local Activities</b>		HCA Agreement Number K763	
This Agreement is by and between the State of Washington Health Care Authority (HCA) and the County or Local Health Jurisdiction (Contractor) identified below, and is issued pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.					HCA Program Number
COUNTY/LOCAL HEALTH JURISDICTION NAME Kittitas County			COUNTY/LOCAL HEALTH JURISDICTION ADDRESS 507 North Nanum Street, Suite 102 Ellensburg, Wa 98926		
COUNTY/LOCAL HEALTH JURISDICTION FEDERAL EMPLOYER IDENTIFICATION NUMBER 91-6001349			COUNTY/LOCAL HEALTH JURISDICTION CONTACT NAME Robin Read		
COUNTY/LOCAL HEALTH JURISDICTION CONTACT TELEPHONE (509) 962-7515		COUNTY/LOCAL HEALTH JURISDICTION CONTACT FAX		COUNTY/LOCAL HEALTH JURISDICTION CONTACT E-MAIL robin.read@co.kittitas.wa.us	
HCA DIVISION Health Services/HBUM			HCA INDEX NUMBER		HCA CONTRACT CODE
HCA CONTACT NAME AND TITLE Dianne Baum, Dental Program Manager			HCA CONTACT ADDRESS 626 8 <sup>th</sup> Avenue SE Olympia, WA 98504-5506		
HCA CONTACT TELEPHONE 360-725-1560		HCA CONTACT FAX		HCA CONTACT E-MAIL Dianne.baum@hca.wa.gov	
IS THE COUNTY/LOCAL HEALTH JURISDICTION A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? Yes				CFDA NUMBERS 93.778	
AGREEMENT START DATE DOE		AGREEMENT END DATE 06/30/2015		MAXIMUM AGREEMENT AMOUNT \$19,600.00	
<p>EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County/Local Health Jurisdiction Agreement by reference:</p> <p><input checked="" type="checkbox"/> <b>Exhibits (specify): Exhibit A, ABCD Outreach and Case Management Report, Exhibit B, Community Outreach and Coordination of Care Report, Exhibit C, List of ABCD Dental Providers, Exhibit D, Budget Tool, Exhibit E, ABCD Outreach and Case Management Report – End of Year Summary Report.</b></p> <p>The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on HCA only upon signature by HCA.</p>					
COUNTY/LOCAL HEALTH JURISDICTION SIGNATURE(S)			PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED
HCA SIGNATURE			PRINTED NAME AND TITLE		DATE SIGNED

## **SPECIAL TERMS AND CONDITIONS**

1. **Definitions Specific to County/Local Health Jurisdiction Agreement.** The words and phrases listed below, as used in this County/Local Health Jurisdiction Agreement, shall each have the following definitions:
  - a. "ABCD" means Access to Baby and Child Dentistry, a program designed to detect and prevent early childhood dental decay by engaging dentists in seeing birth to six (6) year old Medicaid eligible children and engaging local public health departments in outreach and case management.
  - b. "Case Management" means identifying barriers to early oral health care for Medicaid eligible children and assisting families in addressing those barriers; preparing families for their child's first visit to the dentists by providing a family orientation and assisting them in making that first appointment; and following-up to insure that appointments were made and kept, and that the families understand the need for future visits and home care.
  - c. "ABCD Dental Champion" means a participating dentist(s) who has/have been identified by the University of Washington in each local program to deliver the University of Washington designed training to newly recruited dentists and assist the local ABCD coordinator and the local dental society in recruiting dentists to participate.
  - d. "Family Orientation" means educating the family of Medicaid children on the need for early and preventive dental care and dental office etiquette, including the need to make and keep dental appointments.
  - e. "Outreach" means identifying families with Medicaid eligible children and linking them with dental care through a variety of methods, including but not limited to partnerships with other organizations who work with low-income families, earned media, and referral services.
  - f. "Health Care Authority or "HCA" means the agency designated by the Washington Legislature as the Single State Agency that oversees Washington State's medical assistance programs, including Medicaid, and its employees and authorized agents.
  - g. "Local Programs" means the constellation of local partners who deliver this program in a county or group of counties.
  - h. "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, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - i. "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 includes, but is not limited to, Personal Information.
2. **Purpose.** The Access to Baby & Child Dentistry (ABCD) Program, which began in Spokane in 1995 as a pilot program, now operates in thirty-four (34) Washington counties. A decade of published results confirms that this innovative program started in Spokane, Washington in 1995 has increased utilization of dental services early in life, improved oral health, and has achieved Medicaid cost savings.

## **SPECIAL TERMS AND CONDITIONS**

HCA will contract with a local health jurisdiction or a qualifying community organization within county/counties that currently has/have an ABCD program. Contractor will assist HCA to reduce dental decay and improve the oral health of Washington's young Medicaid-eligible children birth to six (6) years by increasing utilization of dental services among this population.

### **3. Statement of Work.**

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. In accordance with deadlines in Exhibit A, ABCD Outreach and Case Management Report, develop and implement an ABCD action plan in accordance with the ABCD program principles and submit corresponding budget, using Exhibit D, Budget Tool. The ABCD program principles are outlined below.
  - (1) Provide outreach and recruitment of Medicaid-eligible children ages birth to six (6), in collaboration with other organizations, including, but not limited to:
    - (a) Contact no less than ten (10%) of client list provided by HCA to the Contractor;
    - (b) HCA shall email the Contractor's contact name identified on page 1. a list that shall include the following data elements: Client ID, name, address and telephone number of clients who have not gone to the dentist, as well the caregiver's name and preferred spoken language. HCA shall securely transmit client information and the Contractor shall be responsible to notify the Dental Program Manager within five (5) business days prior to the beginning of the quarter if they have not received this information.
  - (2) Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item. Provide care coordination, including:
    - (a) Providing Family Orientation; including but not limited to sharing information about the value of a child going to the dentist, what activities will occur in the dentist's office;
    - (b) Connecting enrolled families with a dentist who accepts Medicaid and is ABCD certified, including but not limited to providing names and referrals to dentists, and sharing information about interpreters and transportation benefits, and following up after an appointment, if appropriate;
    - (c) Assisting in setting up dental appointments for eligible children;
    - (d) Identify and address family barriers to accessing oral health care;
  - (3) Coordinate with the local ABCD Dental Champion(s) to:
    - (a) Identify and recruit dental providers who will take Medicaid clients through the ABCD Program;
    - (b) Maintain a list of active ABCD providers who accept Medicaid clients birth to six (6) years and monitor provider availability to accept new clients birth to six (6) years into their practice;
    - (c) Verify that the dental provider information contained in the HCA website is accurate for those providers working in the county or counties in which the Contractor provides services;

## **SPECIAL TERMS AND CONDITIONS**

- i. Contractor shall review provider information available on the HCA "Find a Provider" website which shall be accessed to identify provider names in the counties where the Contractor provides services. The website address is: <https://fortress.wa.gov/hca/p1findaprovider/>
  - (A) Contractor shall generate a list(s) of providers in their county(ies) from the aforementioned website.
  - (B) Contractor shall confirm that providers on the list generated from the HCA website are accepting new Medicaid clients.
  - (C) Contractor shall use Exhibit C, List of ABCD Dental Providers, to provide the HCA Dental Program Manager the names of a list of providers who should be removed from the "Find a Provider" list each quarter. The Find a Provider link is available at <https://fortress.wa.gov/hca/p1findaprovider/>.
  - (D) Contractor shall use Exhibit B, List of ABCD Dental Providers, to provide the HCA Dental Program Manager a list of providers who should be added as a dental provider for Medicaid eligible children.
- (d) Support current ABCD providers;
- (e) Provide or assist in providing new ABCD provider trainings as needed;
- (f) Provide Medicaid billing training assistance to ABCD offices/or arrange for billing assistance;
- (g) Update dental society (or local dentists/study clubs in counties without a society) on the ABCD Program and encourage their continued recruitment of new Medicaid providers;
- (h) As feasible, support the Dental Champion's participation in meetings and activities necessary to effectively conduct Medicaid provider outreach, recruitment and training.
- (4) As appropriate, identify and recruit primary care medical providers to participate in Medicaid, secure their training in preventive oral health techniques and build their role in referring Medicaid-eligible children to the ABCD Program. This may include oral health education, fluoride treatments, etc.
- (5) Participate in statewide ABCD Coordinators group meetings to remain current with ABCD policies, practices, opportunities (attending at least two (2) of the three (3) of annual meetings in person).
- b. Each quarter complete and submit via email;
  - (1) Exhibit A, Community Outreach and Coordination of Care summary
    - (a) Exhibit A, ABCD Quarterly Outreach & Case Management Report for the specific quarter
    - (b) Exhibit B, Community Outreach and Coordination of Care Report
    - (c) Exhibit C, List of ABCD Dental Providers
    - (d) Exhibit D, Budget Tool, as applicable to the requirements contained in Exhibit A

## SPECIAL TERMS AND CONDITIONS

(e) Exhibit E, End of Year Summary Report, as applicable to the requirements contained in Exhibit A.

(2) A fully completed A-19-1A that correlates with dollars values for completed deliverables outlined in Exhibit A.

Reports and billing for the eighth (8<sup>th</sup>) quarter (reporting on April 1, 2015 - June 30, 2015) must be submitted no later than July 5th, unless otherwise mutually agreed by both parties.

### 4. Consideration.

**Maximum Contract Amount.** Total consideration payable to Contractor for satisfactory performance of the work under this Agreement is up to a maximum of \$19,600.00, including any and all expenses, and shall be based on deliverable payment amounts stated in ABCD Quarterly Outreach & Case Management Report, Exhibit A and properly completed A-19-1A Invoice vouchers.

a. Source(s) of Funds. The above maximum amount payable under this Agreement, for the service to be provided is based on the amounts(s) of funding from the following sources:

(1) 50% is allotted under this Agreement from federal funds received by HCA under the United States Department of Health & Human Services Medical Assistance Program, Title XIX of the Social Security Act, **Catalog of Federal Domestic Assistance # 93.778**; and

(2) 50% is allotted under this Agreement from GF-S (General Fund- State) funds.

b. Sub-recipient Status.

If indicated on page one (1) of this County/Local Health Jurisdiction Agreement the Contractor is a sub-recipient for purposes of this County/Local Health Jurisdiction Agreement, and as such, shall comply with the terms and conditions listed in Section 37, Sub-recipients.

c. Funding Stipulations.

(1) The Contractor shall cooperate in supplying any information to HCA that may be needed to verify accuracy of reimbursable billings.

(2) The Contractor shall not use funds payable under this County/Local Health Jurisdiction Agreement for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this County/Local Health Jurisdiction Agreement shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of a state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

(3) The Contractor shall not pay Consultants and/or Billing Agents, or Subcontractors on either a contingent, or percentage basis, for work performed as a result of this County/Local Health Jurisdiction Agreement.

## SPECIAL TERMS AND CONDITIONS

5. **Term.** The initial period of performance is from the date of execution through June 30, 2015. However this agreement may be extended upon mutual acceptance by both parties for two year extensions.

6. **Billing and Payment.**

- a. **Invoice System.** The Contractor shall submit invoices using A-19-1A. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the HCA Contact designated by HCA on page one (1) of this Agreement. Contractor will submit invoices no more than once quarterly.
- b. Each invoice shall include the appropriate exhibits that document to HCA's satisfaction a description of the work performed, activities accomplished and the progress of the project. The rates shall be in accordance with the amounts and deliverables set forth in Section 4, Consideration, and Exhibit A, ABCD Quarterly Outreach & Case Management Report of this Contract.

Email each signed A-19-1A in a pdf format , to the HCA Contact, at the address provided on page one (1) of this Agreement to be received no later than the last business day of the month following the close of each Contract quarter, with the exception of the last quarter of the contract which is due July 5, 2015.

ABCD A19-1A for:	Month
First Quarter	October
Second Quarter	January
Third Quarter	April
Fourth Quarter	July

- c. **Payment.** Payment shall be considered timely if made by HCA within thirty (30) days after receipt and acceptance by the HCA Contact of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Agreement. HCA, at its sole discretion, may withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Agreement.



## **SPECIAL TERMS AND CONDITIONS**

### **7. Background Checks.**

This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children or vulnerable adults served under this County/Local Health Jurisdiction Agreement.

The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and WAC 388-06 has been completed for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children or vulnerable adults served under this County/Local Health Jurisdiction Agreement. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by HCA. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), has unsupervised access to children or vulnerable adults served under this County/Local Health Jurisdiction Agreement, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

### **8. Notices.**

Whenever one party is required to give notice to the other party under this County/Local Health Jurisdiction Agreement, it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- a. In the case of notice to the Contractor, notice shall be sent to the point of contact identified on page one of this County/Local Health Jurisdiction Agreement;
- a. In the case of notice to HCA, notice shall be sent to:

HCA Contracts Services  
Health Care Authority  
P.O. Box 42702  
Olympia, WA 98504

Said notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10<sup>th</sup>) day following the effective date of such notice unless a later day is specified in the notice.

### **9. Professional Credentialing and Licensure.**

The Contractor, its employees, and/or subcontractors who shall be in contact with HCA clients while performing work under this County/Local Health Jurisdiction Agreement must be accredited, certified, licensed or registered according to Washington state laws and regulations. The Contractor shall ensure that all such individuals do not have, and shall remain without during the term of this Agreement, restrictions or sanctions placed on such accreditation, certification, license and/or registration. The Contractor, within three (3) business days of receipt of information relating to disciplinary action against the accreditation, certification, license and/or registration of the Contractor, an employee, or subcontractor, shall notify the HCA Contact listed on page one of this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **Definitions.** The words and phrases listed below, as used in this Agreement, shall each have the following definitions:
- a. "Agent" shall mean the Washington State Health Care Authority Director and/or the Director's delegate authorized in writing to act on behalf of the Director.
  - b. "Allowable Cost" means an expenditure which meets the test of the appropriate Executive Office of the President of the United States' Office of Management and Budget Circular. The most significant factors which determine whether a cost is allowable are the extent to which the cost is:
    - (1) Necessary and reasonable;
    - (2) Allocable;
    - (3) Authorized or not prohibited under Washington state or local laws and regulations;
    - (4) Adequately documented.
  - c. "Authority" or "HCA" shall mean 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.
  - d. "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 includes, but is not limited to, Personal Information.
  - e. "Contract" or "Agreement" or "Interagency Agreement" means the entire written agreement between HCA and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this Agreement in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this Agreement shall be the same as delivery of an original.
  - f. "Contractor" means the individual or entity performing services pursuant to this Agreement and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Agreement. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - g. "Debarment" means an action taken by a State or Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
  - i. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - j. "HCA Contract Services" means the Washington State Health Care Authority central headquarters contracting office, or successor section or office.

## GENERAL TERMS AND CONDITIONS

- k. "OMB" means the Office of Management and Budget of the Executive Office of the President of the United States.
- l. "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, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- m. "Public Information" means information that can be released to the public. It does not need protection from unauthorized disclosure, but does need protection from unauthorized change that may mislead the public or embarrass HCA.
- n. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
- o. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.
- p. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- q. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- r. "Sensitive Information" means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.
- s. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- t. "Successor" means any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the original Contractor.
- u. "Sub-recipient" means a non-Federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other Federal awards directly from a federal awarding agency. See OMB Circular A-133 for additional details.
- v. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- w. "Trusted Systems" include only the following methods of physical delivery:
  - (1) Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;

## GENERAL TERMS AND CONDITIONS

- (2) United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail;
- (3) Commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and
- (4) The Washington State Campus mail system.

For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- x. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
- y. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. See OMB Circular A-133 for additional details.
- z. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at: <http://apps.leg.wa.gov/wac/>.

- 2. **Access to Data.** The Contractor shall provide access to Data generated under this Agreement to HCA, the Joint Legislative Audit and Review Committee, and the State Auditor 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.
- 3. **Advance Payment.** HCA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement.
- 4. **Amendment.** Unless otherwise provided, this Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
- 5. **Antitrust Assignment.** The Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services obtained under this Agreement.
- 6. **Assignment.** The work to be provided under this Agreement, and any claims arising there under, 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 shall not be unreasonably withheld.
- 7. **Assurances.** HCA and the Contractor agree that all activity pursuant to this Agreement will be in accordance with all applicable federal, state and local laws, rules, and regulations.
- 8. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

## GENERAL TERMS AND CONDITIONS

### 9. Billing Limitations.

- a. HCA shall pay the Contractor only for authorized services provided in accordance with this Agreement.
- b. HCA shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed. HCA within the Special Terms and Conditions of this Agreement may reduce length of time following the provision of services in which the Contractor may submit claims for payment.
- c. The Contractor shall not bill and HCA shall not pay for services performed under this Agreement, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

### 10. Change in Status.

In the event of substantive change in the legal status, organization structure, or fiscal reporting responsibility of the Contractor, the Contractor agrees to notify the HCA Contract Services of the change. The Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

### 11. Compliance with Applicable Law.

At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

### 12. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
  - (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
  - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

## GENERAL TERMS AND CONDITIONS

- (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the HCA Data Security Requirements Exhibit is attached to this Agreement, this item, 8.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the HCA Data Security Requirements Exhibit, if attached to this Agreement.
  - c. Upon request by HCA program staff, at the end of the Agreement term, or when no longer needed, the Contractor shall return the Data to HCA information technology staff or the Contractor shall certify in writing that they employed a HCA approved method to destroy the information. The Contractor may obtain information regarding approved destruction methods from the HCA contact identified on the cover page of this Agreement.
  - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
  - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the HCA Contact designated on the cover page of this Agreement within one (1) business day of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA.
  - f. Subsequent Disclosure. The Contractor shall not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information or Sensitive Data known to any other entity or person without the express prior written consent of HCA's Public Disclosure Office, or as required by law.

If responding to public record disclosure requests under Chapter 42.56 RCW, the Contractor agrees to notify and discuss with HCA's Public Disclosure Officer requests for all information that are part of this Agreement, prior to disclosing the information. HCA upon request shall provide the Contractor with the name and contact information for the HCA Public Disclosure Officer. The Contractor further agrees to provide HCA with a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

## GENERAL TERMS AND CONDITIONS

- 13. Conflict of Interest.** Notwithstanding any determination by the Executive Ethics Board or other tribunal, HCA may, in its sole discretion, by written notice to the Contractor terminate this Agreement if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this Agreement.

In the event this Agreement is terminated as provided above, HCA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Agreement by the Contractor. The rights and remedies of HCA provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by the law. The existence of facts upon which the Agent makes any determination under this Section shall be an issue and may be reviewed as provided in the "Disputes" Section of this Agreement.

- 14. Conformance.** If any provision of this Agreement 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.
- 15. Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Agreement.
- 16. Covenant against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement 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 shall have the right, in the event of breach of this clause by the Contractor, to annul this Agreement 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.
- 17. Debarment Certification.** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the HCA Contact designated on the cover page of this Agreement if, during the term of this Agreement, the Contractor becomes Debarred. HCA may immediately terminate this Agreement by providing Contractor written notice if Contractor becomes Debarred during the term of this Agreement.
- 18. Disputes.** Disputes shall be determined by a Dispute Board. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process shall control. Participation in either dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.

## GENERAL TERMS AND CONDITIONS

19. **Force Majeure.** If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, terrorist acts, civil disturbance, court order, or any other cause beyond its control, such nonperformance shall not be grounds for termination for default. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to provide, directly or indirectly, alternate and, to the extent practicable, comparable performance. Nothing in this Section shall be construed to prevent HCA from terminating this Agreement for reasons other than for default during the period of event set forth above, or for default, if such default occurred prior to such event.
20. **Fraud and Abuse Requirements.** The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees and/or subcontractors, within five (5) business days, to the HCA Contact designated on page one of this Agreement. The report shall include the following information:
- a. Subject(s) of complaint by name and either provider/subcontractor type or employee position;
  - b. Source of complaint by name and provider/subcontractor type or employee position;
  - c. Nature of complaint;
  - d. Estimate of the amount of funds involved;
  - e. Legal and administrative disposition of case.
21. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
22. **Hold Harmless and Indemnification.**
- a. The Contractor shall be responsible for and shall hold HCA harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor.
  - b. HCA shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to HCA's performance or failure to perform this Agreement.
23. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and his or her employees or agents performing under this Agreement are not employees or agents of HCA. The Contractor, his or her employees, or agents performing under this Agreement will not hold himself/herself out as, nor claim to be, an officer or employee of HCA by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

All payments accrued on account of payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.



## GENERAL TERMS AND CONDITIONS

- 24. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, HCA may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. HCA may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by HCA under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 25. Inspection.** The Contractor shall, at no cost, provide HCA and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and HCA client records, wherever located. These inspection rights are intended to allow HCA and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive for six (6) years following this Agreement's termination or expiration.
- 26. Limitation of Authority.** Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any Section or condition of this Agreement is not effective or binding unless made in writing and signed by the Agent or Agent's delegate.
- 27. Maintenance of Records.** The Contractor shall maintain records relating to this Agreement and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. All records and other material relevant to this Agreement shall be retained for six (6) years after expiration or termination of this Agreement.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- 28. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from the Washington State Department of Social and Health Services' Office of Financial Recovery (OFR), the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be received by the OFR at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
  - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
  - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
  - d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Washington State Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

## GENERAL TERMS AND CONDITIONS

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. HCA may charge the Contractor interest and any costs associated with the collection of this overpayment. HCA may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to HCA to satisfy the overpayment debt.

- 29. Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Agreement, the inconsistency or conflict shall be resolved by giving precedence to the Special Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
- 30. Ownership of Material.**
- Material created by the Contractor and paid for by HCA as a part of this Contract shall be owned by HCA and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by HCA is owned by the Contractor and is not "work made for hire"; however, HCA shall have a perpetual license to use this material for HCA internal purposes at no charge to HCA, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 31. Publicity.** The Contractor agrees to submit to HCA all advertising and publicity matters relating to this Agreement wherein 's name is mentioned or language used from which the connection of HCA's name may, in HCA's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of HCA.
- 32. Savings.** In the event funding from State, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to its completion or termination, HCA may terminate this Agreement under the "Termination Due to Change in Funding" Section, without the ten (10) day notice requirement, subject to renegotiation at HCA's discretion under those new funding limitations and conditions.
- 33. Severability.** If any term or condition of this Agreement is held invalid by any court, the remainder of this Agreement remains valid and in full force and effect.
- 34. Site Security.** While on HCA's premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations and/or policies may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access or the Contractor's agents, employees, and/or subcontractors for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, the Contractor agrees to promptly notify the HCA Contract Services.
- 35. Survivability.** The terms and conditions contained in this Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

## GENERAL TERMS AND CONDITIONS

- 36. Subcontracting.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of HCA. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to HCA for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of HCA or as provided by law.

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

The rejection or approval by HCA of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under this Agreement, nor be the basis for additional charges to HCA.

HCA has no contractual obligations to any subcontractor or vendor under contract to the Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their subcontractors.

**37. Sub-recipients.**

- a. General. If the Contractor is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are sub-recipients;
  - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
  - (6) Comply with the applicable requirements of either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122), and any successor or replacement Circular or regulation; and

## GENERAL TERMS AND CONDITIONS

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

- b. **Single Audit Act Compliance.** If the Contractor is a sub-recipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the HCA contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."
- c. **Overpayments.** If it is determined by HCA, or during the course of a required audit, that the Contractor has been paid unallowable costs under this Interagency Agreement, HCA may require the Contractor to reimburse HCA in accordance with either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122).

**38. System Security.** Unless otherwise provided, the Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from Authority's Security Administrator. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by the HCA Security Administrator prior to being connected to any Authority network connection and that it must have up-to-date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to Authority networks and systems is a violation of Authority Policy 06-03 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 this Agreement and other penalties.

**39. Termination for Convenience.** Except as otherwise provided in this Agreement, the Agent, or designee, may, by giving ten (10) calendar days written notice, beginning on the second day after the mailing, terminate this Agreement in whole or in part when it is in the best interest of HCA. If this Agreement is so terminated, HCA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

**40. Termination for Default.** In the event HCA determines the Contractor has failed to comply with the terms and conditions of this Agreement, HCA has the right to suspend or terminate this Agreement. HCA shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within ten (10) business days, this Agreement may be terminated. HCA reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by HCA to terminate this Agreement.

## GENERAL TERMS AND CONDITIONS

In the event of termination, the Contractor shall 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. The termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor:

- a. Was not in default, or
- b. Failure to perform was outside of his or her control, fault or negligence.

**41. Termination Due to Change in Funding.** If the funds HCA relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, HCA may immediately terminate or unilaterally amend this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.

**42. Termination or Expiration Procedures.** The following terms and conditions apply upon Agreement termination or expiration:

- a. HCA, in addition to any other rights provided in this Agreement, may require the Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.
- b. HCA shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by HCA's program staff and the amount agreed upon by the Contractor and HCA for:
  - (1) Completed work and services for which no separate price is stated;
  - (2) Partially completed work and services;
  - (3) Other property or services which are accepted by HCA's program staff; and
  - (4) The protection and preservation of property, unless the termination is for default, in which case the Agent or designee shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" Section of this Agreement. HCA may withhold from any amounts due the Contractor such sum as the Agent or designee determines to be necessary to protect HCA against potential loss or liability.
- c. The rights and remedies of HCA provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- d. After receipt of notice of termination, and except as otherwise directed by the Agent or designee, the Contractor shall:
  - (1) Stop work under this Agreement on the date, and to the extent specified in the notice;
  - (2) 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 this Agreement that is not terminated;

## GENERAL TERMS AND CONDITIONS

- (3) Assign to HCA, in the manner, at the times, and to the extent directed by the agent or designee, 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;
- (4) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent or designee to the extent the Agent or designee may require, which approval or ratification shall be final for all the purposes of this Section;
- (5) Transfer title to HCA and deliver in the manner, at the times, and to the extent directed by the agent or designee any property which, if this Agreement has been completed, would have been required to be furnished to HCA;
- (6) Complete performance of such part of the work as shall not have been terminated by the Agent or designee; and
- (7) Take such action as may be necessary, or as the Agent or designee may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which HCA has or may acquire an interest.

- 43. Treatment of Property.** All property purchased or furnished by HCA for use by the Contractor during this Agreement term shall remain with HCA. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by HCA under this Agreement shall pass to and vest in HCA. The Contractor shall protect, maintain, and insure all HCA property in its possession against loss or damage and shall return HCA property to HCA upon Agreement termination or expiration.
- 44. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult Client receiving services from the Contractor has unrestricted access to the Client's personal property. The Contractor shall not interfere with any adult Client's ownership, possession, or use of the Client's property. The Contractor shall provide Clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the Client's age, development, and needs. Upon termination of this Agreement, the Contractor shall immediately release to the Client and/or the Client's guardian or custodian all of the Client's personal property.
- 45. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the HCA Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of HCA.

**Exhibit A – ABCD Outreach & Case Management Report  
ABCD Outreach & Case Management Contract Reporting  
Year One 2013 – 2014\* • 1<sup>st</sup> Quarter Report**

Please complete and submit report electronically to:

Dianne Baum, Dental Program Administrator  
Division of Health Care Services, Washington State Health Care Authority  
PO Box 45506, Olympia, WA 98504-5506  
Phone: (360) 725-1590 Email: [Dianne.Baum@HCA.WA.GOV](mailto:Dianne.Baum@HCA.WA.GOV)

<b>Organization:</b>	Kittitas County		
<b>ABCD Contact Person:</b>	Robin Read		
<b>Phone:</b>	(509) 962-7515		
<b>Report Due: 10/31/2013</b>	<b>1st Quarter 7/1/2013 - 9/30/2013</b>		
<b>Performance Category</b>	<b>Yes/No</b>	<b>Maximum \$\$ available for this deliverable</b>	<b>Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete exhibit A and attach supporting document if providing additional detail)</b>
Allocate staff and review contract to plan and create the year 1 action plan.		\$500.00	Include attached budget (Exhibit D) and copy of your plan.
Attend and participate in ABCD Coordinator/Program Meeting		\$500.00	
Community Outreach		\$725.00	Complete Exhibit B
Coordinate Care		\$225.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.			Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. *Report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator
		\$500.00	

**Exhibit A – ABCD Outreach & Case Management Report  
ABCD Outreach & Case Management Contract Reporting  
Year One 2013 – 2014\* • 2<sup>nd</sup> Quarter Report**

Please complete and submit report electronically to:

Dianne Baum, Dental Program Administrator  
Division of Health Care Services, Washington State Health Care Authority  
PO Box 45506, Olympia, WA 98504-5506  
Phone: (360) 725-1590 Email: [Dianne.Baum@HCA.WA.GOV](mailto:Dianne.Baum@HCA.WA.GOV)

<b>Organization:</b>	Kittitas County		
<b>ABCD Contact Person:</b>	Robin Read		
<b>Phone:</b>	(509) 962-7515		
<b>Report Due: 1/31/2014</b>	<b>2nd Quarter 10/1/2013 - 12/31/2013</b>		
<b>Performance Category</b>	<b>Yes/No</b>	<b>Maximum \$\$ available for this deliverable</b>	<b>Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete exhibit A and attach supporting document if providing additional detail)</b>
Contact at least 10% of client list		\$468.00	Complete Exhibit B
Review "find a provider" list on the HCA website and provide updated information		\$205.00	Complete Exhibit C
Community Outreach		\$975.00	Complete Exhibit B
Coordinate Care		\$302.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.		\$500.00	Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. *Report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator



**Exhibit A – ABCD Outreach & Case Management Report**  
**ABCD Outreach & Case Management Contract Reporting**  
**Year One 2013 – 2014\* • 3<sup>rd</sup> Quarter Report**

Please complete and submit report electronically to:

Dianne Baum, Dental Program Administrator  
Division of Health Care Services, Washington State Health Care Authority  
PO Box 45506, Olympia, WA 98504-5506  
Phone: (360) 725-1590 Email: [Dianne.Baum@HCA.WA.GOV](mailto:Dianne.Baum@HCA.WA.GOV)

Organization:	Kittitas County		
ABCD Contact Person:	Robin Read		
Phone:	(509) 962-7515		
<b>Report Due: 4/30/2014</b>	<b>3rd Quarter</b> <b>01/01/2014 -</b> <b>03/31/2014</b>		
<b>Performance Category</b>	<b>Yes/No</b>	<b>Maximum \$\$ available for this deliverable</b>	<b>Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete exhibit A and attach supporting document if providing additional detail)</b>
Contact at least 10% of client list		\$500.00	Complete Exhibit B
Attend and participate in ABCD Coordinator/Program Meeting		\$500.00	
Community Outreach		\$725.00	Complete Exhibit B
Coordinate Care		\$225.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.		\$500.00	Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. *Report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator

Exhibit A – ABCD Outreach & Case Management Report  
**ABCD Outreach & Case Management Contract Reporting**  
**Year One 2013 – 2014\* • 4<sup>th</sup> Quarter Report**

Please complete and submit report electronically to:

Dianne Baum, Dental Program Administrator  
 Division of Health Care Services, Washington State Health Care Authority  
 PO Box 45506, Olympia, WA 98504-5506  
 Phone: (360) 725-1590 Email: [Dianne.Baum@HCA.WA.GOV](mailto:Dianne.Baum@HCA.WA.GOV)

<b>Organization:</b>	Kittitas County		
<b>ABCD Contact Person:</b>	Robin Read		
<b>Phone:</b>	(509) 962-7515		
<b>Report Due: 7/31/2014</b>	<b>4th Quarter</b> <b>04/01/2014 -</b> <b>06/30/2014</b>		
<b>Performance Category</b>	<b>Yes/No</b>	<b>Maximum \$\$</b> <b>available for</b> <b>this deliverable</b>	<b>Brief description (for events, provide date held/attended/ for</b> <b>staff assignments, provide name and title) - no more than 100</b> <b>words (complete exhibit A and attach supporting document if</b> <b>providing additional detail)</b>
Submit yearly summary, review contract and develop next year action plan		\$500.00	Use Exhibit E
Attend and participate in ABCD Coordinator/Program Meeting		\$500.00	
Community Outreach		\$725.00	Complete Exhibit B
Coordinate Care		\$225.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.			Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. *Report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator
		\$500.00	

**Exhibit A – ABCD Outreach & Case Management Report  
ABCD Outreach & Case Management Contract Reporting  
Year Two 2014 – 2015 \* 1<sup>st</sup> Quarter Report**

Please complete and submit report electronically to:

Dianne Baum, Dental Program Administrator  
Division of Health Care Services, Washington State Health Care Authority  
PO Box 45506, Olympia, WA 98504-5506  
Phone: (360) 725-1590 Email: [Dianne.Baum@HCA.WA.GOV](mailto:Dianne.Baum@HCA.WA.GOV)

<b>Organization:</b>	Kittitas County		
<b>ABCD Contact Person:</b>	Robin Read		
<b>Phone:</b>	(509) 962-7515		
<b>Report Due: 10/31/2014</b>	<b>1st Quarter 7/1/2014 - 9/30/2014</b>		
<b>Performance Category</b>	<b>Yes/No</b>	<b>Maximum \$\$ available for this deliverable</b>	<b>Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete exhibit A and attach supporting document if providing additional detail)</b>
Implement year 2 action plan.		\$500.00	Include attached budget (Exhibit D) and copy of your plan.
Attend and participate in ABCD Coordinator/Program Meeting		\$500.00	
Community Outreach		\$725.00	Complete Exhibit B
Coordinate Care		\$225.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.		\$500.00	Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. *Report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator

Exhibit A – ABCD Outreach & Case Management Report  
**ABCD Outreach & Case Management Contract Reporting**  
**Year Two 2014 – 2015\* • 2<sup>nd</sup> Quarter Report**

Please complete and submit report electronically to:

Dianne Baum, Dental Program Administrator  
 Division of Health Care Services, Washington State Health Care Authority  
 PO Box 45506, Olympia, WA 98504-5506  
 Phone: (360) 725-1590 Email: [Dianne.Baum@HCA.WA.GOV](mailto:Dianne.Baum@HCA.WA.GOV)

<b>Organization:</b>	Kititas County		
<b>ABCD Contact Person:</b>	Robin Read		
<b>Phone:</b>	(509) 962-7515		
<b>Report Due: 1/31/2015</b>	<b>2nd Quarter 10/1/2014 - 12/31/2014</b>		
<b>Performance Category</b>	<b>Yes/No</b>	<b>Maximum \$\$ available for this deliverable</b>	<b>Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete exhibit A and attach supporting document if providing additional detail)</b>
Contact at least 10% of client list		\$468.00	Complete Exhibit B
Review "find a provider" list on the HCA website and provide updated information		\$205.00	Complete Exhibit C
Community Outreach		\$975.00	Complete Exhibit B
Coordinate Care		\$302.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.		\$500.00	Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. *Report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator

**Exhibit A – ABCD Outreach & Case Management Report  
ABCD Outreach & Case Management Contract Reporting  
Year Two 2014 – 2015\* •3<sup>rd</sup> Quarter Report**

Please complete and submit report electronically to:

Dianne Baum, Dental Program Administrator  
Division of Health Care Services, Washington State Health Care Authority  
PO Box 45506, Olympia, WA 98504-5506  
Phone: (360) 725-1590 Email: [Dianne.Baum@HCA.WA.GOV](mailto:Dianne.Baum@HCA.WA.GOV)

Organization:		Kititas County	
ABCD Contact Person:		Robin Read	
Phone:		(509) 962-7515	
<b>Report Due: 4/30/2015</b>		<b>3rd Quarter 01/01/2015 - 03/31/2015</b>	
<b>Performance Category</b>	<b>Yes/No</b>	<b>Maximum \$\$ available for this deliverable</b>	<b>Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete exhibit A and attach supporting document if providing additional detail)</b>
Contact at least 10% of client list		\$500.00	Complete Exhibit B
Attend and participate in ABCD Coordinator/Program Meeting		\$500.00	
Community Outreach		\$725.00	Complete Exhibit B
Coordinate Care		\$225.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.		\$500.00	Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. *Report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator

**Exhibit A – ABCD Outreach & Case Management Report  
ABCD Outreach & Case Management Contract Reporting  
Year Two 2014 – 2015 \* 4th Quarter Report**

Please complete and submit report electronically to:

Dianne Baum, Dental Program Administrator  
Division of Health Care Services, Washington State Health Care Authority  
PO Box 45506, Olympia, WA 98504-5506  
Phone: (360) 725-1590 Email: [Dianne.Baum@HCA.WA.GOV](mailto:Dianne.Baum@HCA.WA.GOV)

<b>Organization:</b>	Kittitas County		
<b>ABCD Contact Person:</b>	Robin Read		
<b>Phone:</b>	(509) 962-7515		
<b>Report Due: 7/05/2015</b>	<b>4th Quarter 04/01/2015 - 06/30/2015</b>		
<b>Performance Category</b>	<b>Yes/No</b>	<b>Maximum \$\$ available for this deliverable</b>	<b>Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete exhibit A and attach supporting document if providing additional detail)</b>
Submit yearly summary		\$500.00	Use Exhibit E and any additional year end reports you keep
Attend and participate in ABCD Coordinator/Program Meeting		\$500.00	
Community Outreach		\$725.00	Complete Exhibit B
Coordinate Care		\$225.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.			Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. * Report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator
		\$500.00	

Exhibit B  
**ABCD Outreach & Case Management Contract Reporting**  
**Quarterly Outcome Reporting**

**COORDINATE CARE**

Family Orientation (indicate how provided)	How Many	Other
Clients contacted from List (10%) (indicate how provided, mail, phone, etc.)	How Many	Other
Assisted with setting up Dental Appointments (if applicable)	How Many	Other
Referrals Made	How Many	Other
Barriers Identified	How Many	Other
Contacted Providers for "find a provider list"	How Many	Other

Exhibit B (continued)  
**ABCD Outreach & Case Management Contract Reporting**  
**Quarterly Outcome Reporting**

**COMMUNITY OUTREACH**

Type of Outreach/Place	Date	How many reached	How Many Enrolled

**WORK WITH CHAMPION/RECRUIT PROVIDERS**

Activity	How Many	Other
New Providers Certified		
Provider Trainings Held		





Exhibit D, Budget Tool

ABCD Outreach & Case Management Contract Reporting  
Yearly Expenses (estimated)

EXPENSES	Year One July 1, 2013- June 30, 2014	Year Two July 1, 2014-June 30, 2015
<b>Staffing/Salary &amp; Benefits</b>		
Program Coordinator (x hrs/week = .X FTE)		
Outreach Staff (x hrs/week = .X FTE)		
Program Manager (x hrs/week = .X FTE)		
Support Staff (clerical, IT, finance, communications/pr staff, other x hrs/week = .X FTE)		
Administration (x hrs/ week (.X FTE)		
<b>Salary &amp; Benefits Subtotal</b>		
<b>Operating Expenses</b>		
Advertising/Marketing (print, broadcast ads; cable TV time, movie ads, weekly newspaper, billboards, social media)		
Office Equipment (Copier, Fax)		
Meeting Expenses (steering committee room, food, etc.)		
Postage		
Printing (Outside Vendors)		
Professional Services		
Office Supplies		
Operating Supplies		
Telephone		
ABCD Certification Training/dentists and staff (room, audiovisuals, food, thank you to participating families, promotion, etc.)		
Travel (Per Diem, Transportation, Mileage/airfare, accommodations as required) for 3x annual ABCD Coordinators meeting – 2 Seattle, 1 Central WA; and for 1x annual Dental Champion(s) travel/expenses to Development Day, Seattle (Coordinator participation in this meeting optional but recommended)		

Computer Support/Tech Services			
Rent/Insurance/Janitorial/Maintenance			
Utilities			
<b>Operating Expenses Subtotal</b>			
Indirect Costs			
<b>TOTAL EXPENSES</b>		<b>Year One</b>	<b>Year Two</b>
<b>FUNDING SOURCES</b>			
WDS Foundation Grant (if still within funding period)			
Other Funding (United Way, Foundations, Community Development Block Grant, etc.)			
Agency Funds and/or In-Kind			
Health Care Authority Contract (7/2013-on)			
<b>TOTAL FUNDING</b>			

Exhibit E  
**ABCD Outreach & Case Management Contract Reporting  
Year One 2013 – 2014 - End of Year Summary Report**

**Organization:** Kittitas County

**ABCD Contact Person:** Robin Read

**Phone #** (509) 962-7515

Briefly describe the key Year One ABCD outcomes regarding:

- Outreach and recruitment of new clients
- Program promotion
- Care Coordination
- Engaging the dental community in the ABCD Program
- Coordination with the local ABCD champion in dental recruitment & training

Briefly describe or attach the ABCD Year Two Action Plan, including budget (Exhibit D):

Quantitative Reporting (or use Exhibit B with yearly counts)

DELIVERABLE	Year One
Number of families contacted	
Number of referrals to Dentist made	
Number of provider contacts made	
Number of new ABCD providers	