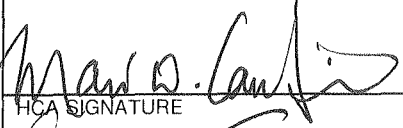

 Washington State Health Care Authority		COUNTY/LOCAL HEALTH JURISDICTION AGREEMENT Medicaid Administrative Match		HCA Agreement Number 1163-35250	
This Agreement is by and between the State of Washington Health Care Authority (HCA) and the County or Local Health Jurisdiction identified below, and is 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 916001349		COUNTY/LOCAL HEALTH JURISDICTION CONTACT NAME Candi Blackford			
COUNTY/LOCAL HEALTH JURISDICTION CONTACT TELEPHONE (509) 962-7515 Ext:		COUNTY/LOCAL HEALTH JURISDICTION CONTACT FAX (509) 962-7581		COUNTY/LOCAL HEALTH JURISDICTION CONTACT E-MAIL candi.blackford@co.kittitas.wa.us	
HCA DIVISION Division of Health Care Services			HCA INDEX NUMBER 1225		HCA CONTRACT CODE 7035CS-63
HCA CONTACT NAME AND TITLE William McCandless Program Manager		HCA CONTACT ADDRESS P O Box 45530 Olympia, WA 98504-5530			
HCA CONTACT TELEPHONE (360) 725-1657 Ext:		HCA CONTACT FAX (360) 664-4371		HCA CONTACT E-MAIL mccanwm@dshs.wa.gov	
IS THE COUNTY/LOCAL HEALTH JURISDICTION A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? Yes			CFDA NUMBERS 93.778		
AGREEMENT START DATE 7/1/2011		AGREEMENT END DATE 9/30/2014		MAXIMUM AGREEMENT AMOUNT Fee For Service	
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: <input type="checkbox"/> Exhibits (specify): <input checked="" type="checkbox"/> No Exhibits.					
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.					
COUNTY/LOCAL HEALTH JURISDICTION SIGNATURE(S) 		PRINTED NAME(S) AND TITLE(S) Maria D Cantfield Administrator		DATE(S) SIGNED 1/9/12	
HCA SIGNATURE 		PRINTED NAME AND TITLE Jason Siems Legal Services manager.		DATE SIGNED 2-2-12	

HCA 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. "A19-1A" means the State of Washington Invoice Voucher used by contractors and vendors to submit claims for payment in return for goods and/or services provided to HCA or its Clients.
 - b. "Administrative Fee" means the dollar amount charged to the Contractor by HCA based on a percentage of each Contractor's billing for Federal Financial Participation claimed at the federally approved match rate, to offset HCA's costs incurred in administering this County/Local Health Jurisdiction Agreement.
 - c. "Billing Quarter" means a calendar quarter consisting of three (3) consecutive calendar months beginning with the first date of the calendar quarter during which this County/Local Health Jurisdiction Agreement starts. The Contractor shall use Billing Quarters as the time periods for which claims for Federal Financial Participation are made.
 - d. "Centers for Medicare and Medicaid Services" means the federal office under the United States Department of Health and Human Services responsible for the administration of the Medicare, Medicaid and Children's Health Insurance Program.
 - e. "Client" means an applicant, recipient, or former applicant or recipient of any service of program administered by HCA.
 - f. "Collateral Activity" means an activity that is necessary for or incidental to the provision of a direct service.
 - g. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 Revised Code of Washington or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - h. "Coordinator" means an employee of the Contractor who is assigned to be the liaison between HCA and the Contractor for purposes of this County/Local Health Jurisdiction Agreement.
 - i. "Data" means the information that is disclosed or exchanged as described in this County/Local Health Jurisdiction Agreement.
 - j. "Direct Charge Method" means the method of accounting for Direct Costs without a step-down allocation.
 - k. "Direct Cost" means an Operating Expense that is wholly attributable to the Contractor providing a Medicaid Administrative Match activity.
 - l. "Duty Statements" means the Position Duty Statement and/or the Program Duty Statement.
 - (1) Position Duty Statement means the form on which the Contractor describes the current duties and responsibilities of a specific position and how it relates to the Medicaid program.
 - (2) Program Duty Statement means the form on which the Contractor:
 - (a) Describes the primary duties and responsibilities of the program;

HCA Special Terms and Conditions

- (b) Identifies the types of staff performing those duties and responsibilities; and
- (c) States the broad functions and activities the staff performs.
- m. "Eligible Staff/Participant" means an employee of the Contractor that is in compliance with Medicaid Administrative Match regulations, guidelines and the Manual criteria for claiming their staff time costs for conducting Medicaid Administrative Match activities during a Random Moment.
- n. "Federal Financial Participation" means the federal matching funds under Medicaid provided for the partial reimbursement of administrative activities that directly support efforts to identify and enroll Potential Medicaid Clients and that directly support the provision of medical services covered under the State Medicaid Plan.
- o. "Free Care" means services for which neither the beneficiary nor HCA is liable for payment to receive the services.
- p. "Fiscal Contact" means the Contractor's employee who shall serve as HCA's contact for fiscal matters.
- q. "Guide" means the Medicaid School-Based Administrative Claiming Guide issued May 2003, produced by CMS, and any supplements, amendments or successor; incorporated herein by reference to this County/Local Health Jurisdiction Agreement.
- r. "Indirect Cost" means an Operating Expense that is allocated across more than one program.
- s. "Local Match Certification Form" means HCA's form used to report local matching funds information to HCA annually. The form can be viewed at: <http://hrsa.dshs.wa.gov/mam/forms.shtml> or successor web site.
- t. "Local Match Worksheet" means a worksheet to accompany the Local Match Certification Form used to identify the type and source of funds certified as Local Matching Funds. The worksheet can be viewed at: <http://hrsa.dshs.wa.gov/mam/forms.shtml> or successor web site.
- u. "Local Matching Funds" means the Contractor's non-federal tax dollars (revenue) that are not otherwise obligated and are designated/certified to match the Federal Financial Participation rate of reimbursement.
- v. "Manual" means the Medicaid Administrative Match Manual – Local Health Jurisdictions, or its successor, including any updates. The Manual is incorporated into this County/Local Health Jurisdiction Agreement by reference. The Manual can be viewed at: http://hrsa.dshs.wa.gov/mam/pdf/mam/July_2009_MAM_LHJs_FINAL_ManualS.pdf.
- w. "Medicaid Administrative Match Program" means the program within HCA's Division of Healthcare Services, responsible for overseeing Medicaid Administrative Match activities.
- x. "Medicaid Administrative Match Coordinator" means the Contractor's employee who shall serve as HCA's point of contact and liaison to HCA's Medicaid Administrative Match program staff for non-fiscal program matters.
- y. "Medicaid Administrative Match Program Manager" means HCA / Medicaid Administrative Match Contact identified on page one (1) of this County/Local Health Jurisdiction Agreement.
- z. "Medicaid Client" means a Washington resident whom HCA has determined meets the eligibility

HCA Special Terms and Conditions

criteria for either the Categorically Needy or Medically Needy program.

- aa. "Medicaid Eligibility Rate" means the proportional share of Medicaid individuals to the total number of individuals in the target population (Contractor's jurisdiction).
- bb. "Operating Expense" means those costs incurred by the Contractor performing business activities required to operate the Medicaid Administrative Match program that would not be a normal requirement of any other business activity.
- cc. "Outreach and Facilitation" means activities undertaken by the Contractor to inform families within its target population about Medicaid and services available, to provide Medicaid applications and to assist Potential Medicaid Clients to complete Medicaid applications.
- dd. "Potential Medicaid Client" means a Washington resident who may be determined by HCA to meet the eligibility criteria for enrollment in Medicaid.
- ee. "Random Moment Time Survey" or "Time Study" means a survey system that asks each Eligible Staff/Participant to report the activity he/she was performing during the sampled moment using the federally approved activity codes included in the Quick Reference section of the Manual. The Random Moment Time Study is a form of continuous documentation. Samples are drawn for the corresponding quarters in which invoices for Medicaid Administrative Match are submitted. Random moments occur throughout the quarter. The moments are drawn from all the paid workdays in the quarter and all the minutes within those workdays.
- ff. "Reasonable Charges" means costs claimed, charged, or allocated to a program based on the relative benefits received and that individuals charging such costs acted with prudence in considering their responsibilities to the governmental unit, its employees, and public at large and the Federal Government.
- gg. "Referral, Coordination and Monitoring" means activities undertaken by the Contractor's staff or subcontractors to direct Medicaid Clients to Medicaid covered services.
- hh. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- ii. "Related Activities/Services" means those activities that are instrumental to or a part of a direct service.
- jj. "Skilled Professional Medical Personnel" means those Contractor employees or subcontractors who have completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization or a degree in a medical field issued by a college or university certified by a professional medical organization.
- kk. "State Fiscal Year" means a twelve-month period beginning on July 1st of one calendar year and ending on June 30th of the following calendar year.
- ll. "State Medicaid Plan" means the comprehensive written commitment by HCA, submitted under 1902(a) of the Social Security Act and approved by the Centers for Medicare and Medicaid Services, to administer or supervise administration of a Medicaid program in accordance with Federal and state requirements

2. Previous DSHS Program Agreement Superseded. Second Engrossed Second Substitute House Bill

HCA Special Terms and Conditions

(2E2SHB) 1738 enacted by the Washington Legislature changed the designation of the Medicaid Single State Agency from the Washington State Department of Social and Health Services (Department) to Washington State Health Care Authority (HCA). Governor Gregoire signed the legislation on June 07, 2011. As of July 01, 2011 the Department's powers, functions, and duties related to the Department's Program Agreement # 0963-53332 are assigned to HCA. Therefore, this County/Local Health Jurisdiction Agreement shall terminate and supersede in total that DSHS Program Agreement.

3. Purpose. The purpose of this County/Local Health Jurisdiction Agreement is to provide outreach to Washington residents residing within the Contractor's jurisdiction who are potentially eligible to be enrolled in the Medicaid program and/or to refer, to assist in accessing, and/or coordinating, Medicaid activities for those Washington residents residing within the Contractor's jurisdiction who are enrolled in the Medicaid program. This County/Local Health Jurisdiction Agreement also provides the Contractor identified on page one with reimbursement for a portion of the expenses incurred when performing Medicaid-related administrative activities.

4. Statement of Work.

a. 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 in this Subsection:

(1) Provide Potential Medicaid Clients with Medicaid applications and assist them to complete the forms;

(2) Provide Medicaid Clients with referrals to available Medicaid services;

(3) Designate a Medicaid Administrative Match Coordinator and Fiscal Contact:

The Contractor within ten (10) working days of signing this County/Local Health Jurisdiction Agreement shall notify the Medicaid Administrative Match Program Manager in accordance with Section 12, Notices of the identity of, and contact information (business mailing address, business telephone number, business email address) for the Medicaid Administrative Match Coordinator Fiscal Contact, and other Contractor contacts;

(4) Require the Medicaid Administrative Match Coordinator and any Medicaid Administrative Match Subcontractors to attend the following trainings prior to performing work under this County/Local Health Jurisdiction Agreement:

(a) Time Study training sessions on the time survey and activity codes; and

(b) Training on invoice preparation before the Contractor submits its first invoice under this County/Local Health Jurisdiction Agreement;

(5) Assign the following duties to the Medicaid Administrative Match Coordinator, who shall:

(a) Determine which Contractor employees will:

i. Participate in the Random Moment Time Survey

ii. Use the Direct Charge Method

iii. Qualify as Skilled Professional Medical Personnel

HCA Special Terms and Conditions

- (b) Require that all necessary forms to support the designation of Skilled Professional Medical Personnel are completed and retained for inspection upon request by Medicaid Administrative Match Program staff.
- (c) Review, approve and retain for inspection upon request by Medicaid Administrative Match Program staff all job descriptions of Skilled Professional Medical Personnel.
- (d) Require that Duty Statements are developed, implemented, and are available for review during federal or State on-site inspections.
- (e) Train All Eligible Staff/Participants:
 - i. Prior to the first Random Moment Time Survey, and annually thereafter;
 - ii. On use of the Direct Charge Method on how to report their activities on a daily basis; and
 - iii. On how to complete Quality Assurance Documentation.
- (f) Review completed Quality Assurance documentation on a regular basis.
- (g) Oversee the development of a procedure to collect information on the number of Medicaid Clients and Potential Medicaid Clients served by the Contractor.
- (6) Apply the Medicaid Eligibility Rate for the quarter for which the Contractor submits its invoice for payment.
- (7) Conduct each Random Moment Time Study in accordance with the procedures stated in the Manual.
- (8) Prepare, maintain and provide as requested documentation supporting submitted claims as required by the Manual.
- b. HCA Medicaid Administrative Match program staff shall:
 - (1) Review Contractor's proposed written descriptions of duties and responsibilities of Contractor's Consultants and/or Billing Agents.
 - (2) Review and approve or disapprove Contractor's proposed subcontract(s) for the performance of Outreach and Facilitation work in accordance with this County/Local Health Jurisdiction Agreement and Manual.
 - (3) Update the Manual as necessary, including;
 - (a) Providing timely notification to the Contractor of Manual updates in accordance with Section 12, Notices; and
 - (b) Posting Manual changes to the Medicaid Administrative Match Program website.
 - (4) Notify the Contractor in accordance with Section 12, Notices, of any change to the Medicaid Administrative Match Program Manager or point of contact for the Medicaid Administrative Match Program or fiscal matters pertaining to this County/Local Health Jurisdiction Agreement; and
 - (5) Charge and invoice the Contractor an administrative fee based on a percentage of the Federal

HCA Special Terms and Conditions

Financial Participation reimbursement claimed by the Contractor as described in Section 9, Payment.

5. Compliance with Applicable Laws, Regulations and Guidelines Specific to Medicaid Administrative Match.

- a. The Contractor shall perform work under this County/Local Health Jurisdiction Agreement in accordance with the following, and all updates, revisions, or replacements:
 - (1) Titles 42 and 45, Code of Federal Regulations
 - (2) Executive Office of the President of the United States, Office of Management and Budget, *Circular A-87 Cost Principles*
 - (3) Centers for Medicare and Medicaid Services, *Medicaid School-Based Administrative Claiming Guide*, dated May 2003
 - (4) The Manual described in Subsection 1, u., of this County/Local Health Jurisdiction Agreement
 - (5) Washington State laws and regulations pertaining to Medicaid Administrative Match.
- b. Compliance with principles of Medicaid Administrative Match claiming. The Contractor shall:
 - (1) Claim only activities that are necessary and directly support the administration of the State Medicaid Plan.
 - (2) Track 100% of the actual work activities performed by all staff participating in the Time Study.
 - (3) Not submit any claims for payment in connection with services and activities that are provided by the Contractor to all clients (both Medicaid and non-Medicaid) as Free Care, unless expressly authorized by federal law, Washington State law, this County/Local Health Jurisdiction Agreement, or the Manual.
 - (4) Not claim activities that are normally covered by other means, such as Collateral or Related Activities.
 - (5) Not claim activities which are normally performed for the same individuals under another program.
- c. Activities. The Contractor shall:
 - (1) Perform Medicaid outreach and facilitation activities for potential Medicaid eligible clients.
 - (2) Abide by all limitations, restrictions, and documentation requirements of such activities as specified in the Manual and Time Study methodology for this County/Local Health Jurisdiction Agreement.
- d. Medicaid Eligibility Rate: The Contractor shall:
 - (1) Apply the quarterly Medicaid Eligibility Rate when claiming for reimbursement.
 - (2) Comply with the requirements of establishing the Medicaid Eligibility Rate, as stated in the Manual.
- e. Training: The Contractor shall:

HCA Special Terms and Conditions

- (1) Ensure that each Eligible Staff/Participant is trained, as appropriate to their position, on how to inform Potential Medicaid Clients about available Medicaid services, providing them with Medicaid applications and assisting them to complete and submit Medicaid applications to HCA's Medical Assistance Customer Service Center (MACSC).
 - (2) Ensure that Eligible Staff/Participants who are participating in the Time Study and staff preparing, reviewing or approving claims receive training, prior to participating in the Time Study. Training shall also include, but not be limited to, the following Manual sections:
 - (a) Allowable Activities
 - (b) Medicaid Eligibility
 - (c) The Time Study
- f. Time Study. The Contractor shall:
- (1) Conduct the Time Study program for this County/Local Health Jurisdiction Agreement as stated in the Manual.
 - (2) Abide by any revisions to the Time Study requirements.
- g. Documentation and Forms. The Contractor shall:
- (1) Use forms and systems as required by the Time Study approved for this County/Local Health Jurisdiction Agreement.
 - (2) Use the current state of Washington A19-1A Invoice Voucher for submitting quarterly claims.
 - (3) Provide or maintain the supporting documents for claiming as required in the Manual.
 - (4) Submit copies of documents as requested by HCA Medicaid Administrative Match program staff.
- h. Compensation and Reimbursement of Federal Financial Participation. The Contractor shall:
- (1) Claim operating expenses at actual costs per the Manual.
 - (2) Submit Certification of Indirect Rate Form annually.
 - (3) Submit Local Match Certification Form and accompanying local match worksheet annually.
- The Contractor shall ensure that Contractor's monetary share (local matching funds) for administrative match activities is non-federal tax money which has not been and will not be used as match for federal money by the Contractor or any other agency. The Contractor shall also ensure that funds used as local matching funds meet federal regulations. Local matching funds shall be available for outreach activities and within the Contractor's control and budget.
- (4) Ensure all claims are reviewed, approved, and signed by Contractor's authorized staff.
- i. Consultants/Billing Agents. The Contractor shall:
- (1) Assume all responsibility for work performed by the Contractor's consultants or billing agents.

HCA Special Terms and Conditions

- (2) Notify, in writing, the Medicaid Administrative Match Program Manager regarding the role of Contractor's consultants/billing agents.
- (3) Ensure that consultants and/or billing agents shall not be paid contingent upon, or as a percentage of, the claimed or reimbursed amount.
- j. Subcontractors for Outreach and Facilitation Work. The Contractor shall:
 - (1) Not subcontract for outreach and facilitation activities without prior written approval from HCA Contract Services.
 - (2) Ensure any subcontract for outreach and facilitation work is no less restrictive than this County/Local Health Jurisdiction Agreement, and abides by all limitations, restrictions, and documentation requirements of such activities as specified in the Manual and Time Study methodology referenced in Sections 1.u. and 1.dd of this County/Local Health Jurisdiction Agreement. Within 10 working days of subcontracting, the Contractor shall submit any outreach and facilitation subcontract to the HCA Contract Services in accordance with Section 12, Notices.
 - (3) Ensure that the subcontractor(s) shall not be paid contingent upon, or as a percentage of, the claim or reimbursement amount.
 - (4) Assume all responsibility for outreach and facilitation work performed by the subcontractor(s).

6. Monitoring and Contract Management.

The HCA Medicaid Administrative Match Program Manager shall:

- a. Oversee monitoring of activities under this County/Local Health Jurisdiction Agreement;
- b. Coordinate communication and processes between HCA and the Contractor, via the Contractor's Medicaid Administrative Match Coordinator, regarding all requirements of this County/Local Health Jurisdiction Agreement;
- c. Provide "Train the Trainer" MAM training to the Medicaid Administrative Match Coordinator;
- d. If requested provide Medicaid training to the Eligible Staff/Participants who are participating in Time Study(ies);
- e. Conduct monitoring visits, if budgetary restrictions permit;
- f. Provide technical assistance as needed/requested to the Contractor's MAM Coordinator;
- g. Oversee any Amendments to or further development of this County/Local Health Jurisdiction Agreement;
- h. As needed/required, update County/Local Health Jurisdiction MAM documents (i.e., CAP, contract, contract exhibit boilerplate language, training materials, billing worksheets, etc), and post them to the MAM web-site. The HCA Medicaid Administrative Match Program Manager shall notify the Contractor's Medicaid Administrative Match Coordinator of such updates via e-mail; and
- i. Communicate by e-mail with the Contractor's Medicaid Administrative Match Coordinator regarding impending contract modifications and amendments, and transmit necessary documents to the

HCA Special Terms and Conditions

Contractor via the Contractor's Medicaid Administrative Match Coordinator.

7. **Consideration.** Consideration payable to Contractor for satisfactory performance of the work under this County/Local Health Jurisdiction Agreement, will be made on a cost reimbursement basis, and shall be based on the following:

- a. There is no maximum consideration payable to Contractor under this Program Agreement.
- b. The Federal Financial Participation Rate for this County/Local Health Jurisdiction shall be:
 - (1) 50%, except;
 - (2) 75% for appropriately documented Skilled Professional Medical Personnel.
- c. Source(s) of Funds. The Consideration payable under this County/Local Health Jurisdiction Agreement shall be from federal funds received under the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services *Medical Assistance Program* CFDA # **93.778**.
- d. 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, of the General Terms and Conditions of this County/Local Health Jurisdiction Agreement.

- e. Funding Stipulations.

- (1) Local Matching Funds. The Contractor shall:

- (a) Use local matching funds as the State's share to claim Federal Financial Participation if the local matching funds are appropriated directly to the State or local agency, or transferred from other government agencies (including Indian Tribes) to the State or local agency and are under its administrative control, or certified by the contributing government agency as expenditures eligible for Federal Financial Participation. Required local matching funds and certified expenditures must be at the government agency level.
 - (b) Not use funds contributed to the local health jurisdiction by healthcare providers as local matching funds. Private non-profits cannot certify expenditures.
- (2) The Contractor shall cooperate in supplying any information to HCA that may be needed to verify accuracy of reimbursable billings.
 - (3) The Contractor shall not use funds payable under this County/Local Health Jurisdiction Agreement as local match toward federal funds.
 - (4) The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended or services provided under this County/Local Health Jurisdiction Agreement.
 - (5) 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

HCA Special Terms and Conditions

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.

- (6) 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.

8. Billing.

a. Contractor Invoice Requirements. The Contractor shall:

- (1) Claim only activities that are necessary and directly support the administration of the State Medicaid Plan;
- (2) Claim Operating Expenses at actual costs per the Manual;
- (3) Track 100% of the actual work activities performed for all staff participating in each Random Moment Time Study;
- (4) Not submit any claims for payment in connection with services and activities that are provided by the Contractor to all Medicaid Clients and Potential Medicaid Clients free of charge, unless expressly authorized by federal law, Washington state law, this County/Local Health Jurisdiction Agreement, or the Manual;
- (5) Not claim activities that are normally covered by other means, such as Collateral or Related Activities;
- (6) Not claim activities which are normally performed for the same Medicaid Clients or Potential Medicaid Clients under another program;
- (7) Submit claims using the state of Washington A19-1A Invoice Voucher;
- (8) Submit claims to the Medicaid Administrative Match Program Manager not more often than quarterly using a properly completed and signed state of Washington A19-1A Invoice Voucher and supporting documentation;
- (9) Submit annually, if the Contractor intends to claim reimbursement for incurred Indirect Costs, a completed and approved Certificate of Indirect Costs;
- (10) Submit annually the Local Match Certification Form and accompanying local match worksheet along with the state of Washington A19-1A Invoice Voucher for each April – June Billing Quarter claim during the term of this County/Local Health Jurisdiction Agreement.

DSHS shall not process each April – June Billing Quarter's claims for payment prior to obtaining the signed Local Match Certification Form and accompanying worksheet.

b. Contractor Timely Filing Requirements.

The Contractor shall submit claims for reimbursement by the end of the second month following the

HCA Special Terms and Conditions

end of each Billing Quarter, but no later than twelve (12) months from the end of each Billing Quarter. Invoice vouchers received later than twelve (12) months from the end of the Billing Quarter for which reimbursement is sought, may not be reimbursed by Medicaid Purchasing Administration, unless Medicaid Purchasing Administration grants an exception to the twelve-month period for initial claims when the Contractor demonstrates to Medicaid Purchasing Administration's satisfaction that there are extenuating circumstances, per Washington Administrative Code 182-05-0010.

Final claims for reimbursement submitted by the Contractor for costs incurred and reimbursable under this County/Local Health Jurisdiction Agreement that are incurred prior to the County/Local Health Jurisdiction Agreement termination effective date or expiration date, shall be approved for reimbursement by Medicaid Purchasing Administration if received within ninety (90) days after the date of County/Local Health Jurisdiction Agreement termination/expiration, provided the claim is within the guidelines of timely filing requirements.

9. Payment. HCA Medicaid Administrative Match program staff shall:

- a. Consider payment to be made timely if made by HCA within thirty (30) days after receipt and acceptance by the Medicaid Administrative Match Program Manager of the properly completed invoices;
- b. Send payments to the address designated by the Contractor for fiscal contact, as submitted to the Agency Financial Records System;
- c. Consider the withholding of payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this County/Local Health Jurisdiction Agreement.
- d. Submit an invoice to the Contractor for an administrative fee that shall not exceed HCA's actual costs to administer this County/Local Health Jurisdiction Agreement. Administrative fees paid by the Contractor shall be used only to offset the HCA cost incurred in administering this County/Local Health Jurisdiction Agreement.
- e. The Contractor shall pay each Billing Quarter's administrative fee within forty-five (45) days of the date on the administrative fee invoice. The Contractor shall pay the administrative fee with non-federal dollars. The Contractor shall mail **administrative fee payments** to the following address:

Office of Accounting
Division of Rates and Finance
Health Care Authority
PO Box 45500
Olympia, Washington 98504-5500

10. Overpayment. The Contractor shall be fully responsible for the repayment of any disallowances and/or penalties identified by the Medicaid Administrative Match Program Manager or any audit, and fully cooperate in the recovery of funds.

11. 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 Chapter 182-06 WAC has been completed for all current employees, volunteers,

HCA Special Terms and Conditions

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.

12. 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;
- b. In the case of notice to HCA, notice shall be sent to:

Contract Services
Health Care Authority
P. O. Box 42702
Olympia, Washington 98504-2702

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 (10th) day following the effective date of such notice unless a later day is specified in the notice.

13. Professional Credentialing and Licensure.

If 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 County/Local Health Jurisdiction Agreement, restrictions or sanctions placed on such accreditation, certification, license and/or registration. The Contractor within three 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 County/Local Health Jurisdiction Agreement.

HCA 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 the Authority, or any of the officers or other officials lawfully representing the Authority.
 - 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 the Authority 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 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.

HCA 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;
 - (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;

HCA General Terms and Conditions

(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 the Authority, 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.** The Authority 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 attorneys fees and costs.
9. **Billing Limitations.**
 - a. The Authority shall pay the Contractor only for authorized services provided in accordance with this Agreement.
 - b. The Authority shall not pay any claims for payment for services submitted more than twelve (12)

HCA General Terms and Conditions

months after the calendar month in which the services were performed. The Authority 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.

- (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:

HCA General Terms and Conditions

(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 the Authority.
- 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 the Authority'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 the Authority's Public Disclosure Officer requests for all information that are part of this Agreement, prior to disclosing the information. The Authority upon request shall provide the Contractor with the name and contact information for the Authority Public Disclosure Officer. The Contractor further agrees to provide the Authority with a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

13. **Conflict of Interest.** Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Authority 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.

HCA General Terms and Conditions

In the event this Agreement is terminated as provided above, the Authority 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 the Authority 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. The Authority 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.
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:

HCA General Terms and Conditions

- 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 the Authority. 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 the Authority 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.

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

HCA General Terms and Conditions

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.

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

HCA General Terms and Conditions

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 the Authority all advertising and publicity matters relating to this Agreement wherein the Authority's name is mentioned or language used from which the connection of the Authority's name may, in the Authority'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 the Authority.
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, the Authority may terminate this Agreement under the "Termination Due to Change in Funding" Section, without the ten (10) day notice requirement, subject to renegotiation at the Authority'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 the Authority'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. The Authority 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.
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 the Authority. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Authority 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 the Authority or as provided by law

If at any time during the progress of the work, the Authority determines in its sole judgment that any subcontractor is incompetent or undesirable, the Authority 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 the Authority 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 the Authority.

The Authority has no contractual obligations to any subcontractor or vendor under contract to the

HCA General Terms and Conditions

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
 - (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/ 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).

HCA General Terms and Conditions

38. **System Security.** Unless otherwise provided, the Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the Authority Network without prior written authorization from Authority's Security Administrator. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by the Authority 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 the Authority. If this Agreement is so terminated, the Authority 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 the Authority determines the Contractor has failed to comply with the terms and conditions of this Agreement, the Authority has the right to suspend or terminate this Agreement. The Authority 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. The Authority 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 the Authority to terminate this Agreement.

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. The Authority, in addition to any other rights provided in this Agreement, may require the Contractor to deliver to the Authority any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.
- b. The Authority shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by the Authority's program staff and the amount agreed upon by the Contractor and the Authority for:

HCA General Terms and Conditions

- (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 the Authority'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. The Authority may withhold from any amounts due the Contractor such sum as the Agent or designee determines to be necessary to protect the Authority against potential loss or liability.
- c. The rights and remedies of the Authority 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;
 - (3) Assign to the Authority, 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 the Authority 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 the Authority 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 the Authority;
 - (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 the Authority 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.

HCA General Terms and Conditions

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.