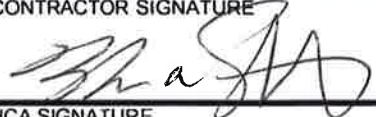
	<p align="center"><b>INTERAGENCY AGREEMENT</b></p> <p align="center"><b>Ground Emergency Medical Transport (GEMT)</b></p>	<p>HCA Contract Number: K2953</p>
<p><b>THIS AGREEMENT</b> made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."</p>		
<p>CONTRACTOR NAME</p> <p><b>SOUTH SNOHOMISH COUNTY FIRE AND RESCUE</b></p>	<p>CONTRACTOR doing business as (DBA)</p>	
<p>CONTRACTOR ADDRESS</p> <p>12425 Meridian Ave S Everett, WA 98208</p>	<p>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</p>	
<p>CONTRACTOR CONTACT</p> <p>Robert Eastman</p>	<p>CONTRACTOR TELEPHONE</p> <p>425-754-7238</p>	<p>CONTRACTOR E-MAIL ADDRESS</p> <p>REastman@southsnofire.org</p>
<p>HCA PROGRAM</p> <p>Ground Emergency Medical Transport</p>	<p>HCA DIVISION/SECTION</p> <p>FSD</p>	
<p>HCA CONTACT NAME AND TITLE</p> <p>Shauna James Medical Assistance Program Specialist 3</p>	<p>HCA CONTACT ADDRESS</p> <p>PO Box 45510 Olympia, WA 98504-5510</p>	
<p>HCA CONTACT TELEPHONE</p> <p>(360) 725-1952</p>	<p>HCA CONTACT E-MAIL ADDRESS</p> <p>HCAGEMTAdmin@hca.wa.gov</p>	
<p>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<p>CFDA NUMBER(S)</p>	<p>FFATA Form Required</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>CONTRACT START DATE</p> <p>12/01/2018</p>	<p>CONTRACT END DATE</p> <p>06/30/2019</p>	
<p>PURPOSE OF CONTRACT: To establish an Intergovernmental Transfer framework for HCA to pass through supplemental payments to the contracted managed care organizations. The managed care organizations will reimburse the Contractor for providing Medicaid covered ground emergency medical transports for service period 01/01/2017 through 12/31/2017, pursuant to HB2007.</p>		
<p><b>ATTACHMENTS/EXHIBITS.</b> When the box below is marked with an X, the following Exhibits/Attachments are attached and are incorporated into this Contract Amendment by reference:</p> <p><input checked="" type="checkbox"/> Exhibit(s) (specify): Exhibit A, Statement of Work</p> <p><input type="checkbox"/> Attachment(s) (specify):</p> <p><input type="checkbox"/> Schedule(s) (specify):</p> <p><input type="checkbox"/> No Exhibits/Attachment</p>		
<p>This terms and conditions of this Contract 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 Contract. The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract shall be binding on HCA only upon signature by HCA.</p>		
<p>CONTRACTOR SIGNATURE</p> 	<p>PRINTED NAME AND TITLE</p> <p>Bruce A. Stedman, Fire Chief South Snohomish County Fire &amp; Rescue</p>	<p>DATE SIGNED</p> <p>11-20-18</p>
<p>HCA SIGNATURE</p>	<p>PRINTED NAME AND TITLE</p> <p>James Gayton, Contracts Administrator Division of Legal Services</p>	<p>DATE SIGNED</p>

## HCA Special Terms and Conditions

1. **Definitions Specific to Interagency Agreement.** The words and phrases listed below, as used in this Interagency Agreement, shall each have the following definitions:

“**Contractor**” means a ground emergency medical transport provider owned or operated by the state, city, county, fire protection district, community services district, health care district, federally recognized Indian tribe, or any unit of government defined under 42 C.F.R. Sec. 433.50.

“**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, its employees and authorized agents.

“**Intergovernmental Transfer**” or “**IGT**” or “**MPG**” means the guide detailing billing instructions on how a provider bills for health care-related services, equipment, and supplies provided to Medicaid-eligible clients. The guide is located at <http://hca.wa.gov/billers-providers/claims-and-billing/professional-rates-and-billing-guides>.

“**ProviderOne**” means the Washington State consolidated single payment system for Medicaid, medical and similar health care provider claims.

“**Ground Emergency Medical Transport (GEMT) Program**” allows qualified providers to receive supplemental payments for emergency ground ambulance transportation of Medicaid clients.

“**Local Matching Funds**” means funds provided by the Contractor that:

- Are derived from local tax based dollars; and
- Are not local funds already being used as match for other federal programs, and meets applicable federal matching fund regulations.

2. **Purpose.** The purpose of this Agreement is to establish an Intergovernmental Transfer framework for HCA to reimburse the Contractor for providing covered GEMT services to Medicaid clients.
3. **Statement of Work.** The Contractor shall provide the services and do all things necessary for or incidental to the performance of work as set forth in Exhibit A, Statement of Work.
4. **Monitoring.** The Contractor must participate in the program monitoring process. HCA monitors GEMT services to assure compliance with agency policies, administrative codes, and definitions, OMB Circular A-87, and Medicare Provider Reimbursement Manual Pub. 15.1.
5. **Consideration.** Solely for continued provision of GEMT Services by means of an Intergovernmental Transfer (IGT) arrangement, under the arrangement, the GEMT provider shall provide all of the nonfederal funds required for receipt of federal Medicaid funding for the service.

a. Funding Stipulations.

(1) Local Matching Funds. The Contractor shall:

- (a) Use local matching funds as the State’s share to claim Federal Financial Participation (“FFP”), 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

## HCA Special Terms and Conditions

under its administrative control, or certified by the contributing government agency as expenditures eligible for FFP. Required local matching funds and certified expenditures must be at the government agency level.

- (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 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 Agreement.
- (5) The Contractor shall not use funds payable under this Agreement for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this 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 Agreement.

### 6. Billing and Payment

- a. Contractor shall submit claims under this Agreement in accordance with Ambulance Transportation Provider Guide.
- b. The Guide can also be accessed at:  
  
<http://hca.wa.gov/billers-providers/claims-and-billing/professional-rates-and-billing-guides>
- c. Contractor shall submit the required local matching funds within one hundred twenty (120) days from the date HCA fiscal staff submits the local match invoice to the GEMT provider. If the local match is not received within one hundred twenty (120) days, the provider will not receive the GEMT supplemental payment.
- d. Contractor shall submit all initial claims no later than three hundred sixty five (365) days from the date of GEMT service(s). Contractor is encouraged to submit claims as quickly as possible. (See WAC 182-502-0150).
- e. If the Contractor chooses to appeal a claim that was denied, or has questions regarding a Remittance Advice or Medicaid eligibility, they must contact Medicaid Customer Services for assistance at 1-800-562-3022.
- f. The Contractor will not share or disclose their ProviderOne access information (i.e. user name, domain, and password) with anyone other than authorized GEMT personnel. If a disclosure of ProviderOne access information does occur, the Contractor must contact ProviderOne Security at 1-800-562-3022 to have their access privileges reset.

## HCA Special Terms and Conditions

### 7. Notices.

Whenever one (1) party is required to give notice to the other party under this Interagency 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 (1) of this Interagency Agreement;
- a. In the case of notice to HCA, notice shall be sent to:

Contract Services  
Division of Legal Services  
Health Care Authority  
PO Box 42702  
Olympia, Washington 98504-2702  
[Contracts@hca.wa.gov](mailto:Contracts@hca.wa.gov)

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.

## HCA General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Interagency 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; and
    - (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 Interagency 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 Interagency Agreement shall be the same as delivery of an original.
  - f. "Contractor" means the individual or entity performing services pursuant to this Interagency Agreement and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Interagency 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 Interagency 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 Interagency 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 Interagency 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.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this contract 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 Interagency Agreement.
4. **Amendment.** Unless otherwise provided, this Interagency 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. **Assignment.** The work to be provided under this Interagency 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.
6. **Assurances.** The Authority and the Contractor agree that all activity pursuant to this Interagency Agreement will be in accordance with all applicable federal, state and local laws, rules, and regulations.
7. **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.

## HCA General Terms and Conditions

### 8. Billing Limitations.

- a. The Authority shall pay the Contractor only for authorized services provided in accordance with this Interagency Agreement.
- b. The Authority 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. The Authority within the Special Terms and Conditions of this Interagency 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 Interagency Agreement, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

### 9. 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.

### 10. Compliance with Applicable Law.

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

### 11. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Interagency 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 Interagency 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.



## HCA General Terms and Conditions

- (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:
    - (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 Interagency Agreement, this item, 12.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 Interagency 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 Interagency 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 Interagency 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.

## HCA General Terms and Conditions

- 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 Interagency 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.

12. **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 Interagency 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 Interagency Agreement.

In the event this Interagency 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 Interagency 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 Interagency Agreement.

13. **Conformance.** If any provision of this Interagency 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.
14. **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 Interagency Agreement.
15. **Covenant against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Interagency 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 Interagency 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.
16. **Debarment Certification.** The Contractor, by signature to this Interagency 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 Interagency Agreement if, during the term of this Interagency Agreement, the Contractor becomes Debarred. HCA may immediately terminate this Interagency Agreement by providing Contractor written notice if Contractor becomes Debarred during the term of this Interagency Agreement.

## HCA General Terms and Conditions

- 17. Disputes.** Disputes shall be determined by a Dispute Board. Each party to this Interagency 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.
- 18. 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 Interagency 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.
- 19. 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 Interagency 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.
- 20. Governing Law and Venue.** This Interagency 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.
- 21. Hold Harmless.**
- 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 Interagency Agreement, or the acts or omissions of the Contractor or any Subcontractor.
  - b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

## HCA General Terms and Conditions

- 22. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Interagency Agreement. The Contractor and his or her employees or agents performing under this Interagency Agreement are not employees or agents of the Authority. The Contractor, his or her employees, or agents performing under this Interagency 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.

- 23. 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 Interagency 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.

- 24. 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 Interagency Agreement's termination or expiration.

- 25. 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 Interagency Agreement. Furthermore, any alteration, amendment, modification, or waiver of any Section or condition of this Interagency Agreement is not effective or binding unless made in writing and signed by the Agent or Agent's delegate.

- 26. Maintenance of Records.** The Contractor shall maintain records relating to this Interagency 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 Interagency Agreement. All records and other material relevant to this Interagency Agreement shall be retained for six (6) years after expiration or termination of this Interagency 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.

## HCA General Terms and Conditions

- 27. 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.

- 28. Order of Precedence.** Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order.
- a. Applicable Federal and State of Washington statutes and regulations
  - b. Special Terms and Conditions (if any)
  - c. General Terms and Conditions
  - d. Exhibit A – Statement of Work
  - e. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**29. Ownership of Material.**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Authority. The Authority shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Authority effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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The Contractor shall exert all reasonable effort to advise the Authority, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Authority shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this Contract. The Authority shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

30. **Publicity.** The Contractor agrees to submit to the Authority all advertising and publicity matters relating to this Interagency 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.
31. **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 Interagency Agreement and prior to its completion or termination, the Authority may terminate this Interagency 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.
32. **Severability.** If any term or condition of this Interagency Agreement is held invalid by any court, the remainder of this Interagency Agreement remains valid and in full force and effect.
33. **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.
34. **Survivability.** The terms and conditions contained in this Interagency 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.
35. **Subcontracting.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Interagency 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 Interagency Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Interagency 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.

## HCA General Terms and Conditions

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 Interagency 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 Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their subcontractors.

### 36. 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 Interagency 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/oct/](http://www.ojp.usdoj.gov/oct/) for additional information and access to the aforementioned Federal laws and regulations.)

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- 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).

- 37. 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 Interagency Agreement and other penalties.

- 38. Termination for Convenience.** Except as otherwise provided in this contract, the Agent may, by giving ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interest of HCA. If this contract is so terminated, HCA shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.
- 39. Termination for Default.** In the event HCA determines the Contractor has failed to comply with the conditions of this contract in a timely manner, HCA has the right to suspend or terminate this contract. HCA shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 3 days, the contract may be terminated. HCA reserves the right to suspend all or part of the contract, 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 the contract.

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: (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of HCA provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.



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- 40. Termination Due to Change in Funding.** In the event funding from any state, federal, or other sources is withdrawn, substantially reduced, or limited in any way after the effective date of this Agreement and prior to the termination date, HCA may terminate this Agreement upon sixty (60) days' prior written notice to Contractor or upon the effective date of withdrawn or reduced funding, whichever occurs earlier. 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.
- 41. Termination or Expiration Procedures.** Upon termination of this contract HCA, in addition to any other rights provided in this contract, may require the Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

HCA shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services which are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. HCA may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect HCA against potential loss or liability.

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 contract.

After receipt of notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

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

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- 42. Treatment of Property.** All property purchased or furnished by HCA for use by the Contractor during this Interagency 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 Interagency 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.
- 43. 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 Interagency Agreement, the Contractor shall immediately release to the Client and/or the Client's guardian or custodian all of the Client's personal property.
- 44. 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 – Statement of Work

1. The Contractor shall:
  - a) Meet the applicable requirements in Chapter 182-546 WAC;
  - b) Bill the agency in a timely manner for covered services provided to eligible clients in accordance with Chapter 182-502-0150 WAC and the HCA Ambulance Medicaid Provider Guide.
  - c) Maintain sufficient documentation to support and justify the billed and paid claims in accordance with Chapter 182-546-0300 WAC.
  - d) Submit annually an agency Cost Report. The Cost Report must include the contractors allocated direct and indirect costs directly related to the GEMT services and must be submitted within 150 days after the close of SFY. The allocation must be completed in accordance with the CMS approved cost identification principles and standards such as Provider Reimbursement Manual Pub. 15-1 and OMB Circular A-87 and aligned with generally accepted accounting principles.
  - e) Agree to participate in the IGT process by transferring local matching funds to HCA.
  - f) Bear full responsibility for all submitted billing information completed by the Contractor, or Billing Agents, where applicable.