

I. PROGRAM PROFILE

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A. TRANSPORTATION PROFILE

1. Service, Authorization, and Billing Contacts:

The authorizing Customer Service Agent is the first line of contact for questions about any ride. Customer Service Agents may be reached at (360) 694-9997 for Non-Emergency Medical Transportation and (360) 258-2103 for Employment Transportation, Reserve-A-Ride Transportation, and Sponsor-A-Ride Transportation.

2. Administrative and Program Management Contacts for Transportation Services Brokerage (TSB):

a. Program Management Contacts for Non-Emergency Medical Transportation (NEMT), Employment Transportation (ETB), Reserve-A-Ride Transportation (RART), and Sponsor-A-Ride Transportation (SAR):

These individuals may answer questions about specific NEMT, ETB, RART, and SAR program requirements, service rates, planning, Transportation Provider complaints, authorizations, billing issues, and general operations. General correspondence and programmatic questions will be addressed to these individuals:

Name: Michael Kelly Title: Transportation Services Manager
Human Services Council
120 NE 136th Avenue, Suite 215
Address: Vancouver, WA 98684
Tel: (360) 735-5741 Tel 2: (360) 694-6577 ext. 741
Fax: (360) 694-1446 E-mail: michaelk@hsc-wa.org

b. Contracts

This individual is authorized to answer questions about contract terms, Transportation Provider compliance, and required documentation on behalf of NEMT, ETB, RART, and SAR.

Name: Michael Kelly Title: Transportation Services Manager
Human Services Council
120 NE 136th Avenue, Suite 215
Address: Vancouver, WA 98684
Tel: (360) 735-5741 Tel 2: (360) 694-6577 ext. 741
Fax: (360) 694-1446 E-mail: michaelk@hsc-wa.org

c. Finance Contacts

This person is the primary contact for NEMT, ETB, and RART monthly billings.

Name: Jocelyn Bowers Title: Billing/Accounting Assistant
Human Services Council
120 NE 136th Avenue, Suite 215
Address: Vancouver, WA 98684
Tel: (360) 735-5703 Tel 2: (360) 694-6577 ext. 703
Fax: (360) 694-6716 E-mail: jocelynb@hsc-wa.org

This person is the primary contact for SAR monthly billings.

Name: Tina Hernandez Title: Finance Manager
Human Services Council
120 NE 136th Avenue, Suite 215
Address: Vancouver, WA 98684
Tel: (360) 735-5707 Tel 2: (360) 694-6577 ext. 707
Fax: (360) 694-6716 E-mail: tinah@hsc-wa.org

d. Administrative Headquarters and Contract Officer:

This person is authorized to address NEMT, ETB, RART, and SAR contract compliance and performance issues, and to authorize contract and service modifications. All official NEMT, ETB, RART, and SAR contract notifications must be sent to this address.

Name: Colleen Kuhn Title: Executive Director
Human Services Council
120 NE 136th Avenue, Suite 215
Address: Vancouver, WA 98684
Tel: (360) 735-5711 Tel 2: (360) 694-6577 ext. 711
Fax: (360) 694-6716 E-mail: colleenk@hsc-wa.org

B. STATEMENT OF WORK FOR NEMT, ETB, RART, AND SAR

1. Service Descriptions

a. Non-Emergency Medical Transportation (NEMT)

The NEMT program, funded by Washington State Health Care Authority (HCA), assists Washington State Medicaid clients to travel to and from medical services. This service is available to eligible individuals who have no other means of transportation or who are unable to use existing transportation in Clark County, Cowlitz County, Klickitat County, Skamania County, and Wahkiakum County.

b. Employment Transportation (ETB)

The ETB transportation program, funded by Washington State Department of Transportation (WSDOT), provides funds to assist low-income Clark County residents in accessing employment and employment-related activities, including training, job interviews, and work-related child care. Transportation needs may be met through door-to-door and “deviated fixed-route” services provided under this Agreement. This service is available to eligible individuals who have no other means of transportation or who are unable to use existing transportation.

c. Reserve-A-Ride Transportation (RART 1) – Clark County

The RART 1 – Clark County transportation program, funded by WSDOT, provides life sustaining medical rides and other qualifying rides to individuals with special needs who do not qualify for Medicaid-funded Transportation. The primary goal of the program is to provide transportation to and from life sustaining medical treatment. The secondary goal is to expand eligibility to include non-medical rides to, nutrition sites, shopping, and other community activities.

d. Reserve-A-Ride Transportation (RART 2) – Cowlitz/Wahkiakum County

The RART 2 – Cowlitz/Wahkiakum County transportation program, funded by WSDOT, provide life sustaining medical rides and other qualifying rides to individuals with special needs who do not qualify for Medicaid-funded Transportation. The primary goal of the program is to provide transportation to and from life sustaining medical treatment. The secondary goal is to expand eligibility to include non-medical rides to nutrition sites, shopping, and other community activities.

e. Sponsor-A-Ride Transportation (SAR) – Clark County

The SAR transportation program is funded by donations from family members, friends, or from members of the community. Adults who are 55 or over, and/or disabled, residing in Clark County and have an individual sponsor account or are not otherwise eligible for transportation assistance may be able to receive help with their transportation needs through the SAR Program. Transportation for individuals and groups that may be covered under the SAR Program include: healthcare appointments, education activities, shopping, recreation activities, and more.

Passengers who want to make a donation for ETB, RART, or SAR can do so through direct mailing or other means that have been set up by the Human Services Council.

2. Service Area:

The service area under this Agreement includes:

- a. The service area cited on the contract Agreement page and in the Transportation Provider Profile; and
- b. Medical facilities or services available in contiguous areas or other communities that are not available in the local community, but are routinely used by local residents receiving medical treatment that is not provided within their local service area; and
- c. Medical facilities or services outside the service area which are closer to the client's residence than the same type of services within the service area.

3. Target Population:

- a. Transportation Provider's services will be available to all eligible clients in its service area.
- b. Transportation Provider will provide service to Medicaid recipients who are residents of other service areas in response to requests from the Human Services Council's Transportation Services Brokerage (TSB).

4. Service Obligations:

a. Health and Safety:

Transportation Provider must perform any and all obligations under this contract in a manner that does not compromise the health and safety of any TSB client with whom the Transportation Provider has contact.

b. Referrals and Scheduling:

Transportation Provider must:

- (1) Maintain telephone access for scheduling medically necessary and other forms of transportation as follows (minimum standards): Monday through Friday, 8 a.m. to 5 p.m. (unless requested in writing by the Transportation Provider and approved in writing by HSC).
- (2) Give the TSB 30-day written notice of any intended days of closure not already noted in the Provider Profile, including federal/state recognized holidays. The TSB will deny any request given within 10 calendar days of the intended closure date.
- (3) Accept authorizations for regularly scheduled trips when they are requested Monday through Friday with at least two business days advance notice and up to 14 days before the date of the scheduled trip.
- (4) NEMT Providers shall accept requests for unscheduled trips when requested by the TSB. Unscheduled trips are received with less than two business days advance notice and are limited to urgent care requests, hospital discharge requests and first-time callers.
- (5) Accept trip requests by facsimile, phone and secured online website or other secured electronic means that meet the security requirements as established by HCA.

c. Urgent Transport:

- (1) NEMT:
 - (a) Clients may occasionally need transportation to covered medical services on an “urgent” basis when the TSB staff is not available to authorize such transportation due to evening, weekend, or holiday office closures. Urgency care is medical care for a medical situation which is not life threatening, but which cannot be delayed and could not be anticipated, such as:
 - 1) A child develops a high fever on a weekend.
 - 2) A minor injury that requires medical evaluation or treatment, e.g., a fall resulting in scrapes and bruises, but no loss of consciousness; a fall resulting in pain or discomfort but no obvious fracture.

- 3) Rash, chicken pox, or other conditions that require medical treatment to relieve discomfort.
 - 4) A broken tooth or dental emergency that will be treated by a licensed physician at an urgent care clinic.
- (b) The following criteria should be used to determine whether to provide NEMT without pre-authorization:
- 1) For Medicaid clients only, can the individual verify Medicaid eligibility by presenting a valid ProviderOne card or ProviderOne Client ID Number; and can the Transportation Provider verify through the HSC Website Eligibility Checker or through other documented ProviderOne eligibility checks that the client is currently eligible for NEMT services?
 - 2) Is the individual judged by Transportation Provider to have no other means of obtaining or arranging transportation to the covered services, appropriate for their condition; and
 - 3) The need for transportation could not be anticipated, e.g., the need presented itself after the hours of the TSB staff availability; and
 - 4) Transportation Provider is willing to assume the cost if retroactive screening determines the client is ineligible or the level of service exceeds the lowest cost option available.
- (c) NEMT may be authorized retroactively if the situation and the client meet the criteria above and the following conditions are met:
- 1) The medical care was not routine care such as routine injections, physical examinations, well-child check-up etc.
 - 2) The Brokerage staff is notified within 72 hours, or the next business day following the provision of the transportation via faxing or use of other approved notification method to the TSB a completed Retroactive Authorization Request form.
 - 3) The appointment was not known in advance and at a time when the TSB could have been notified.

- 4) Transportation was suitable to the medical need of the recipient.
- 5) It was the lowest cost transportation available.
- 6) Transportation was to the closest provider of urgency care, which could include an urgency clinic or a dialysis center. The only exceptions to the closest provider requirement would be if the client was restricted to a specific medical provider, e.g. Kaiser Medical Services.

(2) ETB:

(a) ETB does not provide urgent transportation. However, transportation can be authorized retroactively under the following conditions:

- 1) The individual is a current ETB client and eligibility was already established for the current month;
- 2) The client has an on-call job where they do not know their schedule in advance and they are called in to work after business hours;
- 3) The client has a change in their job schedule after business hours; and
- 4) The transport is to a previously approved site that is work or work related.

(b) ETB transportation may be authorized retroactively if the situation and the client meet the criteria above and the following conditions are met:

- 1) The transportation was provided to or from an authorized work site or pickup/drop off site.
 - a) If a client regularly goes to a specific, previously authorized worksite, this worksite could be authorized. If a client requested services to go to a different worksite, this would not be approved. Approved worksites are provided on current month dispatch logs.
 - b) If a client is approved to be picked up and dropped off only at a transit location, this would be

approved. Transport elsewhere would not be approved.

- c) Clients may be transported to and from their home only. Any alternative stops or locations require prior authorization.

- (c) ETB staff must be notified on the first business day following the provision of the transportation for which retroactive authorization is requested. For example, if the after-hours trip occurs on a Tuesday night, notification must be provided by Wednesday. If a trip occurred on a Saturday, notification must take place by Monday, or the next business day (if Monday is a holiday).

(3) RART 1 - Clark County or RART 2 - -Cowlitz/Wahkiakum County

The RART programs do not provide urgent transportation. However, transportation can be authorized retroactively under the following conditions:

- (a) The individual is a current RART client and eligibility was already established for the current month.
- (b) The medical care was not routine care such as routine injections, physical examinations, dental evaluations, etc.
- (c) The Brokerage staff is notified on the next business day following the provision of the transportation via faxing or use of other approved notification method to the TSB a completed Retroactive Authorization Request Form.
- (d) The appointment was not known in advance and at a time when the TSB could have been notified.
- (e) Transportation was suitable to the medical need of the recipient.
- (f) It was the lowest-cost transportation available.
- (g) If a client regularly goes to a specific, previously authorized medical facility, transport to this same facility could be authorized. If a client requested services to go to a different facility or location, this would not be approved. Approved facilities are provided on current month dispatch logs.
- (h) Client may be transported only to and from their home. Any alternative stops or locations require prior authorization.

- (4) SAR requires all transportation be pre-authorized through the TSB.
- (5) Emergency transportation is not part of Transportation Provider's duties. However, Transportation Provider ensures that clients in an emergency are directed to the appropriate emergency resources. Transportation Provider will maintain a local referral source with whom to discuss emergency situations. Transportation Provider will know appropriate local emergency transportation systems for client referrals, and will coordinate with emergency preparedness agencies to ensure access to urgent or critical care. Emergencies would include, but are not limited to, the following: serious injury, unconsciousness, difficulty breathing, seizures, or any condition that requires medical attention or monitoring en route to the medical facility. If Transportation Provider receives a request for emergency transportation the caller should be advised to call 911 or the local emergency number. If Transportation Provider arrives at a pickup point and determines that it is an emergency, 911 should be notified.
- (6) TSB is required to have the ability to provide transportation for urgent care and hospital discharges 24 hours a day, 7 days a week, 365 days a year, therefore Transportation Providers are encouraged to coordinate holiday closures with the TSB, in order to ensure that at least one or two Transportation Providers are available every day of the year, in each region.

d. Vehicle Operation Limitations:

Vehicle operation is subject to the following restrictions:

- (1) No vehicle should be routinely operated outside its normal service area.
- (2) All vehicles will be secured in off-street parking areas when not in service.
- (3) Vehicles should be parked in the safest areas available when loading and unloading passengers.
- (4) When possible, drivers should be assigned to regular routes to develop route familiarity.

e. Client Access:

- (1) For NEMT, Transportation Provider must:
 - (a) Provide for the most appropriate, lowest cost transportation services available to clients who reside in Transportation Provider's service area;

- (b) For grouped trips, develop a “shared ride” rate structure that ensures a lesser fee for all grouped passengers. Driver’s Logs and Billing Reports must indicate the order in which shared and grouped passengers were picked up and dropped off and include the actual number of miles each passenger traveled. For grouped and shared trips develop a rate structure that ensures a lesser fee for all grouped or shared passengers;
- (c) Ensure that services available to TSB clients are comparable to the transportation services that the general public would receive in the same locale as the individual TSB client; and
- (d) Provide transportation service with an appropriate level of assistance to clients when requested or when necessitated by the client’s mobility status and personal condition, including:
 - Curb-to-curb
 - Door-to-door
 - Door-through-door. For residences, this applies to the exterior door of the residence. For healthcare facilities, this applies to the street level main reception desk of the facility.
 - Hand-to-hand. For residences, this applies to the exterior door of the residence. For healthcare facilities, this applies to the street level main reception desk of the facility.
 - Passage up and down outside stairs, without placing the client or driver’s personal health and safety in danger.

Transportation is not “bed-to-bed” service. However, appropriate service does require, at times, that an individual being transported be picked up inside the residence and taken inside the destination. It is understood in some circumstances (e.g., elderly, disabled, hospital discharges, etc.) it may be necessary to check a client in with the nurses, doctors, or caretakers rather than leave the client unattended at the door.

(2) For ETB, Transportation Provider must:

- (a) Provide “door-to-door” and/or “deviated fixed-route transportation.” “Door-to-door” transportation means that Transportation Provider will transport a client to and from a residential address. “Deviated fixed-route transportation” means that Transportation Provider will operate a multi-passenger vehicle at regularly scheduled times along a set route, and will deviate from this route to pick up and drop off multiple clients.

(b) Where possible, transport more than one client per trip.

(3) For RART, Transportation Provider must:

Provide “door-to-door” transportation service. Transportation is not “bed-to-bed” service. However, “door-to-door” service does require, at times, that an individual being transported be picked up inside the residence and taken inside the destination. It is understood in some circumstances (e.g., elderly, disabled, hospital discharges, etc.) it may be necessary to check a client in with the nurses, doctors, or caretakers rather than leave the client unattended at the door.

(4) For SAR, Transportation Provider must:

Provide “door-to-door” transportation service. Transportation is not “bed-to-bed” service. However, “door-to-door” service does require, at times, that an individual being transported be picked up inside the residence and taken inside the destination. It is understood in some circumstances (e.g., elderly, disabled, hospital discharges, etc.) it may be necessary to check a client in with the nurses, doctors, or caretakers rather than leave the client unattended at the door.

f. Waiting Time:

(1) Pick-up Wait Time. The average waiting time for a scheduled pickup going to an appointment should not exceed 15 minutes. Actual waiting time shall be thirty-minutes or less. Under no circumstances may a client arrive more than 30 minutes prior to an appointment, unless this is done at the client's request. Transportation Provider shall notify TSB if unable to pick up a client within the 15 minute window.

(2) Return Trip Wait Time. The average waiting time for a scheduled return trip, after an appointment, must not exceed 30 minutes. Transportation Provider shall notify TSB if unable to pick up a client within 30 minutes of the scheduled pick-up time.

(3) Will-Call. Will-call trips are not held to the standards listed above. Clients choosing will-call services will be directly notified by Transportation Provider of the possibility of significantly longer wait times. Will-call trips, being immediate in nature, may result in the availability of fewer resources.

(4) Multi-Passenger. In normal driving conditions clients shall not remain in the vehicle for more than 45 minutes longer than the average travel time for transport for an individual client using that mode, from the point of

pick-up to the destination. Transportation Provider shall notify TSB of any delay of more than 45 minutes, the alternative schedule, and of any alternate pick-up arrangements in these situations.

- (5) Exceptions. Exceptions to the above times may be made for trips with pick-ups or destinations outside of client's local service region. Exceptions may also be made due to unusual situations, such as exceptional distances in rural areas or other situations beyond the control of Transportation Provider. These exceptions must be approved by the TSB and documented in the client's file.

g. Delays:

The Transportation Provider shall not be reimbursed for trips where the client arrives late for their appointment, such that the healthcare provider cannot provide covered services.

The TSB may consider reimbursement when the late arrival was not the fault of the transportation provider, such as for traffic accidents that impeded all traffic which could not be anticipated (this does not include construction zones that slowed traffic).

In the event a delay renders the client late for their appointment or causes them to miss the appointment, details of the occurrence and resolution must be documented and submitted to TSB within 3 working days. This documentation will be recorded in a utilization database and documented in the client's file.

Whenever a delay occurs in the course of picking up scheduled riders, Transportation Provider will, via Transportation Provider's dispatcher/provider, notify the TSB of the delay, the alternative schedule, and of any alternate pick-up arrangements.

h. Daily Activity Documentation:

- (1) Transportation Provider will maintain documentation of trips provided to clients to and from approved services. Documentation includes, at a minimum, the following:
 - (a) Client or Requester name (both, if different);
 - (b) Date and time of contact or request;
 - (c) Date and time for the provision of the requested transportation;
 - (d) Mode of transportation requested and authorized;

- (e) Pick-up location;
 - (f) Destination address;
 - (g) Client's county of residence;
 - (h) Each client's mobility status;
 - (i) Each client's personal capabilities;
 - (j) The level of transportation approved, if applicable;
 - (k) Assigned provider of transportation;
 - (l) Mileage and minutes vehicle is in service;
 - (m) Authorization number;
 - (n) Driver's name;
 - (o) Vehicle number;
 - (p) Odometer reading and/or exact trip mileage from picking up the client to dropping them off at their authorized destination;
 - (q) Shared ride tracking to include order in which shared or grouped passengers were picked up and dropped off and include the actual number of miles each passenger traveled.
- (2) In addition, for ETB clients Transportation Provider will document:
- (a) Number of clients boarding for each trip;
 - (b) Number of hours and minutes that each vehicle is in service, less long layovers, meal breaks, fueling breaks, and vehicle repair time;
 - (c) For deviated fixed route trips, mileage from the vehicle's start location until the vehicle returns to the start location.

5. Driver Policies:

These policies apply to both paid and volunteer drivers unless otherwise noted. Transportation Provider will comply with all personnel policies described in the Standard Terms and Conditions, and the following specific requirements. School District and Public Transit District staff and vehicles are exempted from these standards, but will instead comply with all relevant state and federal regulations.

a. Drug and Alcohol Testing:

- (1) Transportation Provider will have an operational, drug and alcohol-testing program with written policies and procedures. At a minimum, this program will consist of an initial drug and alcohol test prior to any driver performing services under this contract. Drug testing shall include testing for the following: Marijuana, Cocaine, Amphetamines, Opiates and PCP (Phencyclidine) and shall have “Clear” or “All Negative” results before drivers perform services under this contract. The initial drug and alcohol test must have been completed within one year from the date the driver was added to this contract. In addition, if a driver is involved in a vehicle accident resulting in an injury to a TSB client, the Transportation Provider shall immediately send their driver for a drug and alcohol test. A drug and alcohol test may also be required when there is reasonable suspicion that a driver is using alcohol or drugs in a manner that places a TSB client at risk. Annual unannounced, unpredictable random drug and alcohol testing for Transportation Provider’s employees in safety-sensitive positions is strongly recommended. Any drug and alcohol test results required by this contract shall be submitted to TSB for review.¹
- (2) Transportation Provider, who receives direct federal funding, assures that their operations are in compliance with the Federal Transit Administration's (FTA) drug and alcohol regulations, and the Federal Highway Administration's (FHA) drug and alcohol regulations, as applicable under direct federal or state awards. This compliance with FTA and FHA regulations supersedes the above listed drug and alcohol testing requirements for Transportation Providers who receive direct federal funding.
- (3) Transportation Providers that use volunteer drivers must have an alcohol and drug program for their volunteers that include rules for alcohol and drug use. However, the volunteers do not have to comply with the same alcohol and drug testing requirements stated above unless required under direct federal or state awards. Please note that federal law regarding the use of marijuana supersedes state law.

¹ “The Federal Transit Administration and USDOT have indicated that there is no change to how the Federal government views the use of marijuana. Federally, it is still listed as a schedule 1 drug and as such the possession and use is prohibited at all times. For those employees that are regulated by USDOT, the new Washington State law doesn’t change anything. Safety sensitive employees (USDOT definition) are employed with the understanding that they are subject to various forms of drug testing to include random and reasonable suspicion testing. Any potential legal use under Washington State’s law could still be caught on a drug screen using appropriate USDOT authority.”

b. Driver Qualifications, Expectations, and Training

- (1) Each driver must be qualified and screened prior to the driver transporting TSB clients. Documentation of qualifications must be provided to, and approved by TSB staff prior to the driver providing service. Subcontractors will be required to utilize the Portal module to enter driver and vehicle information and to upload driver and vehicle documents and forward to HSC.
- (2) License and Insurance: All drivers must have a valid state-issued driver's license and insurance as required by law before starting to provide client services.
- (3) Abstract of Driving Record (ADR): Each driver's ADR must be checked prior to providing client services and annually thereafter.

For Washington State drivers, Transportation Provider must request an "Employment" ADR check.

For Oregon State drivers, Transportation Provider must request a "Certified Court Print" ADR check.

Based on this check, drivers must not have any major moving violations (Exhibit I-A) within the past 5 years. Drivers must not have more than one conviction for speeding at 15 mph or more above the speed limit within the past 3 years. Drivers must not have any DWI (driving while intoxicated) or DUI (driving under the influence) convictions within the past 15 years. Drivers must not have been involved in any at-fault accidents within the past 5 years nor had more than two minor moving violations within the past 3 years. Drivers with multiple no-fault accidents or moving violations, and drivers with deferred prosecutions, will be reviewed on a case-by-case basis to determine eligibility. Drivers must not have had any vehicular assault or vehicular homicides on their record. A Washington "Employment" driving abstract may be obtained by following the Washington Department of Licensing website <http://www.dol.wa.gov/driverslicense/drivingrecord.html>.

All Transportation Providers will direct drivers performing services under this contract to provide them with immediate notification when there is any change to their driving history. Transportation Providers in turn will notify the TSB within 24 hours that a change has occurred in the driver's ADR. The TSB will review each driver's moving violations or accidents on a case-by-case basis. Eligibility to provide client transportation will be determined by the TSB after a thorough review of the incident.

- (4) **Criminal Background Check:** Transportation Providers must provide TSB with a full and satisfactory fingerprint-level criminal history background check through the Washington State Patrol (WSP) for all new drivers and volunteers before they may transport TSB clients. This background check must qualify the individual for unsupervised access to children and/or Vulnerable Adults as defined by RCW 43.43.830(14) while performing work under this contract, and must be renewed on an annual basis. Along with the initial fingerprint-level criminal background check, Transportation Providers must provide TSB with a Self-Disclosure statement signed by the driver, authorizing the transportation provider to release the driver's criminal history results to the TSB.

Transportation Providers will be given a provisional period for the new driver in which to provide TSB with the results of their fingerprint-level criminal background check.

To qualify for this provisional period, Transportation Providers must obtain a Washington Access to Criminal History (WATCH) report through the Washington State Patrol (WSP) on all names used by the driver prior to their performance of service under this contract. This report must be provided to TSB prior to the driver performing service under this contract.

Should a driver possess a driver's license from a state other than Washington or have possessed a driver's license from the state of their current residence for less than one year, in addition to a WATCH report, Transportation Provider must also run a similar Name/Date of Birth criminal background check from the state where the driver is licensed or was last licensed, and the full satisfactory annual fingerprint level criminal background check may be completed through and appropriate governmental agency, from that state, with fingerprint level criminal history background check capability. In addition, prior to the driver performing service under this contract Transportation Providers must provide evidence to TSB that a fingerprint-level criminal background check has been initiated (mailed). If more than one driver's prints are mailed in one envelope, each driver's name must appear on the receipt when initially provided to TSB. WATCH reports are not required to be renewed for drivers who have a completed and current fingerprint-level criminal background check on file with TSB.

Transportation Providers must be **very proactive** in obtaining a completed fingerprint-level criminal background check. Once a driver's fingerprints have been mailed, Transportation Providers have 60 days in which to provide TSB with a completed fingerprint-level criminal background check or a written status of the fingerprint-level criminal background check for that driver. Transportation Provider's failure to provide a

completed fingerprint-level criminal background check or written status with the 60-day period may result in the driver becoming inactive and not eligible to provide service under this contract.

For drivers whose fingerprints have been rejected as illegible on at least two separate occasions, Transportation Providers must provide TSB with copies of the rejection letters and have the driver complete a Resident of Washington (RW) or Resident of Oregon (RO) (as applicable) form. Eligible drivers must have lived in their state of residence for at least the last five (5) consecutive years. Once the above mentioned documents are received by TSB and reviewed, TSB will notify Transportation Providers in writing as to whether or not additional attempts for the driver to provide legible fingerprints will be necessary. If TSB authorizes a driver to provide transports based on the rejection letters and the Resident of State form, Transportation Providers will be required to renew the driver's Washington and Oregon criminal background reports, as well as their Resident of State form on an annual basis.

Drivers must not have any convictions for any crimes that DSHS or HCA has determined to disqualify a person from working with children or vulnerable adults (Exhibit I-B). The Transportation Provider, when it becomes known to the Transportation Provider, shall report immediately any changes in criminal history of a driver to TSB.

HSC reserves the right not to utilize drivers for transport of HSC clients who have convictions for crimes not listed on DSHS or HCA disqualifying crimes lists.

Contracted TSB Vendors who have State-Sanctioned approval to obtain fingerprint level background checks on their employees through a means other than WSP, must submit proof to HSC of this State-sanctioned approval. HSC will review the documentation and may consider their plan for submitting fingerprint level criminal background checks on a case by case basis.

- (5) Records (or proof of completed requirements as outlined by TSB) will be maintained, and provided to TSB prior to providing client transportation and thereafter as requested, for all drivers to verify that they have a valid driver's license and insurance, qualifying criminal background checks, and a qualifying abstract of driving record.
- (6) Statement of Physical Ability (please see Exhibit I-C for sample format): Prior to transporting clients, and annually thereafter, each driver must sign and date a statement saying that s/he is:

- (a) Physically able to drive a vehicle (either the driver's own or the company's, as applicable), and currently licensed to do so; and
 - (b) Free from the use of alcohol, narcotics, or controlled substances or under their influence while on duty. Prescribed medication or other substances which have the potential to adversely affect job performance can be used by a driver as long as his/her duties can be performed in a safe manner. In addition the Transportation Provider must have written documentation from a medical provider licensed to prescribe the driver's current medication(s) that the use of these substances will not adversely affect job performance or the ability of the driver to perform their duties in a safe manner.
 - (c) The Federal Transit Administration and WSDOT have indicated that there is no change to how the Federal government views the use of marijuana. Federally, it is still listed as a schedule 1 drug and as such the possession and use is prohibited at all times. Drivers shall understand that they are subject to drug testing to include random and reasonable suspicion testing, and that use or possession of marijuana shall be grounds for suspension or exclusion from transporting HSC clients.
- (7) Transportation Provider shall not allow any driver or dispatcher to provide or facilitate any service under this contract if there is any indication that the driver or dispatcher may pose a risk to clients.
- (8) Transportation Provider shall ensure that all drivers are completely familiar with their jobs and able to safely use all associated equipment. The driver training program will be written and include at least the following:
- (a) A full briefing for new drivers about the transportation program, reporting forms, vehicle operation, and the geographic area in which they will operate their vehicles.
 - (b) Before passengers are transported, each driver will be road tested with each kind of vehicle he/she will drive and tested once a year thereafter.
 - (c) Drivers will be trained to use any special equipment used in their vehicles, such as wheelchair lifts, two-way radios, cell phones (not while driving), and fire suppression equipment.
- (9) Within the first 3 months of employment, drivers will successfully complete the National Safety Council Defensive Driving Course or an approved equivalent. Some certificates have an expiration date of 1 to 3

years and some certificates have no expiration date. Recertification is required as the certificate expires. Web-based trainings that meet or exceed basic certification criteria and have been approved by TSB may be accepted in lieu of face-to-face re-certification trainings.

- (10) Within the first 3 months of employment, paid drivers will successfully complete an approved course in first aid training, including training in the use of cardiopulmonary resuscitation techniques (CPR). CPR certification is usually valid for 1-2 years. Recertification is required as the certificate expires. CPR web-based trainings which meet or exceed basic CPR certification criteria and have been approved by TSB may be accepted in lieu of face-to-face recertification training. Though it is highly recommended, volunteer drivers are exempt from this requirement.
- (11) Within the first 6 months of employment, drivers will successfully complete an approved course in Passenger Assistance techniques such as ADAPT, PAT or PASS. Transportation Providers are strongly encouraged to require drivers to complete their initial Passenger Assistance training through an in-person course; however, Web-based trainings which meet or exceed basic certification criteria and have been approved by TSB may be accepted in lieu of face-to-face trainings.
- (12) Within 3 months of employment each driver must be trained in the proper installation and use of child safety seats: those that come with the vehicle, those provided by the Contract, and others, in case the child's parent or guardian supplies a child safety seat and is unable to properly secure the child safety seat by her/himself.
- (13) Drivers will receive at least an annual briefing that covers changes in the transportation program, reporting forms, and vehicle operation, including the operation of special equipment.
- (14) Records will be maintained, and provided to the TSB when requested, for all drivers to verify that training has been received. Copies of all training certificates will be kept in each driver's personnel file. Subcontractors will be required to utilize the Portal module to enter driver and vehicle information and to upload driver and vehicle documents and forward to HSC.
- (15) Agencies are encouraged to coordinate training with other community programs in order to increase the driver's knowledge about and integration with the service delivery system.

c. Driver Standards and Prohibitions:

Transportation Provider assures that all drivers act in a professional manner at all times, are licensed, qualified, competent, courteous, and will perform at least the minimum levels of service as explained in all transportation service agreements. This includes, at a minimum, protecting client confidentiality, avoiding offensive language/topics, maintaining an appropriate professional relationship, and treating clients with respect.

- (1) The following standards apply to all drivers. Drivers will:
 - (a) Wear or have visible, easy to read proper company identification; examples of proper identification may include apparel with the name of the Transportation Provider clearly visible or an ID badge that includes name of Transportation Provider;
 - (b) Be clean and maintain a neat appearance at all times;
 - (c) Exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle;
 - (d) Provide assistance, as necessary, to or from the main door of the place of destination;
 - (e) Properly identify and announce their presence at the specified pick-up location. If a curbside pick-up is not apparent or appropriate, drivers shall announce their presence to facility staff;
 - (f) Assist the passengers in being seated, including the fastening of the seat belt when necessitated by the client's condition or if requested;
 - (g) Confirm, prior to allowing any vehicle to proceed, that passengers are properly secured in their seat belts, wheelchairs are properly secured in the vehicle, and wheelchair passengers are properly secured in their chairs;
 - (h) Provide an appropriate level of assistance to passengers, when requested, or when necessitated by the passenger's mobility status and personal condition, including:
 - 1) Curb-to-curb;
 - 2) Door-to-door;
 - 3) Door-through-door. For residences, this applies to the exterior door of the residence. For healthcare facilities, this

applies to the street level main reception desk of the facility.

- 4) Hand-to-hand. For residences, this applies to the exterior door of the residence. For healthcare facilities, this applies to the street level main reception desk of the facility.
 - 5) Passage up and down stairs, without placing the client's or driver's personal health and safety in danger; and
 - (i) Provide support and direction to passengers. Such assistance will also apply to the movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift; and stowage by the driver of mobility aids and folding wheelchairs;
- (2) The following standards apply to all drivers. Drivers or attendants will not:
- (a) Make sexually explicit comments, solicit sexual favors, or engage in sexual activity with clients. Drivers or driver's assistants will not respond to or encourage such behavior;
 - (b) Solicit or accept controlled substances, alcohol, or medications from clients or passengers;
 - (c) Solicit or accept money or other items of value from clients or passengers;
 - (d) Use alcohol, narcotics, controlled substances, including but not limited to marijuana, or be under the influence of alcohol; narcotics, or controlled substances, including but not limited to marijuana, while on duty. Prescribed medication or other substances which have the potential to adversely affect job performance can be used by a driver as long as his/her duties can still be performed in a safe manner and Transportation Provider has written documentation from a medical provider licensed to prescribe that the driver's current medication(s) and other substances, which have the potential to adversely affect job performance, will not impact the ability of the driver to drive. Transportation Provider must have a form that they give to the driver to take to his/her doctor for signature. The form must state that the prescription medication that the driver is on does not affect the driver's ability to perform his/her duties in a safe manner and that the medication will not impact the ability of the driver to drive. This form must be kept by the Transportation Provider in

the driver's employee file. Transportation Provider must not ask what type of medication the driver is on;

- (e) Eat or consume any beverage, other than water in a closed container, while operating the vehicle or while involved in client assistance;
 - (f) Give food or beverages to clients;
 - (g) Smoke in the vehicle when clients are present. Volunteer drivers may not, at any time, smoke in their vehicle while transporting a HSC client. The no-smoking rule also applies to all passengers, including clients who smoke. To the extent possible drivers shall ensure no smoking in the vehicle at any time, but at a minimum drivers shall ensure no smoking in the vehicle for a minimum fifteen (15) minutes prior to client pick up. Transportation Provider is requested to inform the TSB in advance of any volunteer vehicles that are not smoke free;
 - (h) Wear any type of headphones while on duty, with the exception of a hands-free phone;
 - (i) Be responsible for passenger's or client's personal items;
 - (j) Use a handheld cellular phone while driving;
 - (k) Attempt to influence or restrain clients, their families/guardians, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information;
 - (l) Attempt to influence clients, their families/guardians, or medical providers to obtain additional business.
- (3) Prior to a driver transporting clients he/she will read and sign the Transportation Code of Professional Conduct, Exhibit I-D. A copy of this signed code will be provided to the TSB prior to a driver transporting clients, and renewed every two years thereafter.

d. Driver Complaints:

- (1) If HSC or the contracted transportation agency receives a complaint or otherwise becomes aware of circumstances that give rise to concern regarding a particular driver **and** that the driver may pose imminent risk to HSC clients, HSC shall:
 - (a) Direct the Transportation Provider to immediately remove the driver from transporting HSC clients, pending further review.

- (b) HSC will investigate the circumstances to determine the level of risk, if any, to HSC clients posed by that driver. Transportation Provider is obligated to cooperate with HSC's investigation. (HSC may, but is not required to, defer to Transportation Provider's investigation of the circumstances if one is or was undertaken, but is not obligated to accept Transportation Provider's findings.)
- (c) HSC determines further actions to be taken, which may include:
 - 1) Limiting use of the driver to selective assignments that reduce risk to HSC clients.
 - 2) Temporary suspension of driver to transport HSC clients (with or without imposing conditions Transportation Provider must meet before driver may again be assigned to transport HSC clients, such as for example, driver training).
 - 3) Permanent suspension of driver to transport HSC clients.
 - 4) Referral to civil authorities, such as licensing or law enforcement as necessary.

(2) **Complaint Initiated Verification:**

If an HSC client makes a complaint to a Transportation Provider about the qualifications, safety or suitability of a Transportation Provider's driver, HSC requires the Transportation Provider to immediately notify HSC and:

- (a) Work cooperatively with HSC to verify the qualification of, and investigate the safety and suitability of the driver.
- (b) Comply with requirements of Section 4 of this Exhibit.

(3) **Transportation Provider Policy Requirements:**

Transportation Providers must have a written policy regarding Disciplinary and Corrective Actions in place for all drivers under this Agreement.

(4) **HSC Rights:**

HSC reserves the right to take any and all actions that are appropriate for HSC to meet its contract requirements with the State of Washington's Health Care Authority to include disallowing the Transportation Provider from using drivers to transport HSC clients under any of the following conditions:

- (a) HSC has cause to believe that the health and safety of an HSC client is jeopardy.
- (b) HSC as a non-profit 501(c) 3 may be at risk for harm by allowing a subcontractor's driver to continue transporting HSC clients.
- (c) The State of Washington may be at risk for harm by allowing a subcontractor's driver to continue transporting HSC clients.
- (d) To meet any other contract requirement then in effect.

e. Driver Evaluation:

- (1) Transportation Provider will have a plan for evaluating each driver's ability to transport the elderly and persons with disabilities. Evaluation methods will include at least the following:
 - (a) Once yearly observation of each driver's on-the-job performance; the supervisor will ride with the driver to observe his/her driving and passenger assistance techniques.
 - (b) Annual review of each driver's responsibilities and performance.
 - (c) The results of the once yearly observation and the annual review will be documented in writing and a copy will be placed in the driver's personnel file.
- (2) A copy of the following must be placed in all paid and volunteer drivers' personnel files or available and accessible in a separate file when requested by TSB:
 - (a) Job application.
 - (b) Verification of valid driver's license.
 - (c) Current copy of criminal background checks.
 - (d) Current copy of driving record.
 - (e) Statement of physical ability.
 - (f) Accident/incident reports.
 - (g) Annual driver evaluation including annual road test.

- (h) History of driver training and current certificates for CPR, First Aid, Child Safety Seat Training, Defensive Driving, and Passenger Assistance.
 - (i) Personal automobile liability insurance (volunteers only).
 - (j) Personal vehicle inspection forms and results (volunteers only).
 - (k) Vehicle registration (volunteers only).
- (3) The Transportation Provider shall verify that each driver meets the requirements of this Contract, including the appropriate regulatory requirements, before that driver serves Clients under this Contract.
- (a) The Transportation Provider ensures that each qualification can be verified by original documentation.
 - (b) Verifications by the TSB that Transportation Providers are in compliance with the terms of this Contract must include at a minimum both field-verifications involving face-to-face contact with the drivers and also verifications of Transportation Provider billings to assure that the performing drivers are properly qualified under this Contract.
 - (c) If during the course of the verification process, more than five percent (5%) of a service provider's drivers do not meet the requirements of this Contract, the remainder of the drivers for that service provider shall be verified.
 - (d) Drivers not passing the TSB verifications shall be immediately removed from serving clients. Each driver shall be re-verified before they serve clients under this Contract.

6. Transport Vehicle Standards:

a. Regulations and Safety Standards:

All vehicles used in the transport of clients must meet or exceed the following regulations and safety standards:

- (1) Licensing requirements of the Washington Department of Licensing, Oregon Department of Motor Vehicles, and Washington Utilities Transportation Commission, as applicable;
- (2) State and federal safety standards, including safety belt use requirements and exemptions as established by RCW 46.61.688;

- (3) Regulations of the Americans with Disabilities Act (ADA). Initial inspection and documentation of compliance is required. Any vehicle that is not compliant with ADA standards must be scheduled for upgrade or replacement within a timeframe mutually agreed upon by TSB and Transportation Provider;
- (4) Mechanical operation and maintenance standards; and State and federal safety, and mechanical operating and maintenance standards and laws must be met or exceeded by all vehicles and equipment used for transportation of clients under this Agreement;
- (5) Contract requirements.

Any vehicle that does not meet or exceed licensing requirements, safety standards, ADA regulations, or contract requirements must be immediately removed from service and be re-inspected by the TSB before the vehicle may be used to provide transportation services.

b. Vehicle Inspections:

Annual Announced Inspections and Annual Unannounced Random Inspections

- (1) The TSB shall inspect all vehicles (except privately owned) to ensure that all regulatory requirements are met prior to their initial use under this contract. Thereafter, the TSB will perform annual announced inspections on 10% of the Transportation Provider's vehicles, and shall rotate the vehicle inspections of the Transportation Provider's fleet each year.
- (2) The TSB will perform annual unannounced random inspections on a minimum of 10% of the vehicles of each Transportation Provider.
- (3) If during the course of either the annual announced inspections or the annual unannounced random inspections, more than 5% of the inspected vehicles in Transportation Provider's fleet do not meet regulatory requirements, the remainder of the fleet will be inspected.
- (4) Vehicles not passing these inspections must be immediately removed from service. Each vehicle will be re-inspected before it is eligible to return to service.
- (5) The TSB will confirm the condition of a vehicle if a client or healthcare facility complains about the condition of a specific vehicle. A vehicle found deficient shall be immediately removed from performing service under this Contract, and will remain so until deficiencies are corrected and the vehicle is re-inspected.

- (6) Multiple complaints received against a service provider during a sixty day period shall also initiate unannounced random inspections.
- (7) On a case-by-case basis, the TSB may be able to accept documented Transportation Provider's vehicle inspections completed by other agencies as long as the TSB has access to the inspection reports and the standards set forth in this Contract are met or exceeded.

c. Vehicle Requirements:

All vehicles used in the performance of this Contract, except privately owned and transit, must meet or exceed the following requirements, and at a minimum will:

- (1) Have a two-way communication system (two way radio or cell phone are acceptable) linking all vehicles used in delivering the services under this Contract with Transportation Provider's major place of business (dispatcher).
 - (a) The two-way communication system must be used in such a manner as to facilitate communication, and to minimize the time in which out-of-service vehicles can be replaced or repaired.
 - (b) A vehicle with an inoperative two-way communication system must be placed out-of-service until the system is repaired or replaced.
 - (c) Transportation Provider must have protocols in place to assure any two-way communications devices utilized while in the performance of this Contract are utilized in accordance with RCW 46.61.667.
 - (d) **Do not use the Client's name**, if you have to use a name, use only their first name.
 - (e) Refrain from using facility names that reflect the kind of medical service a Client may be attending, (i.e. mental health, dialysis). An example would be to use Comprehensive Mental Health, say CMH or some reference to the location rather than the type of service.
- (2) Have climate control systems adequate for the heating and ventilation needs of both driver and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until repaired.
- (3) Have functioning, clean, and accessible seat belts for each passenger seat position. These will be stored off the floor when not in use. Access to seat belt extenders for all Transportation Provider vehicles is encouraged.

- (4) Have functional door handles on all doors.
- (5) Have an accurate speedometer and odometer.
- (6) Have functioning interior light(s) within the passenger compartment.
- (7) Have adequate sidewall padding and ceiling covering.
- (8) Have two exterior side view mirrors, one on each side of the vehicle.
- (9) Have one interior mirror for monitoring the passenger compartment.
- (10) Have clean exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents, which detract from the overall appearance of the vehicle.
- (11) Have clean interiors that are free from torn upholstery or floor covering, damaged or broken seats, protruding sharp edges, dirt, oil, grease or litter.
- (12) Have Transportation Provider's name and telephone number prominently displayed on the outside on both sides of each vehicle.
- (13) Have a bottom seat cushion, with the exception of transit vehicles.
- (14) Have devices in place to secure wheelchairs or other personal mobility devices.
- (15) When transporting a child, as may be required by state or federal law, each vehicle used in the performance of this contract must be equipped with child safety seats and restraints that meet applicable State and federal guidelines and these devices must be used in accordance with state and federal law. The seat may be provided by either the guardian or Transportation Provider.
- (16) Arrangements must be made for smoke-free and scent-free vehicles for every transport when requested by the client or the TSB. Transportation Providers are encouraged to operate only smoke-free vehicles.
- (17) All vehicles must have functioning exterior lights, including turn signals, hazard lights, and headlights; functioning windshield wipers, and an operational horn.
- (18) All vehicles must have tires with tread depth exceeding state minimums. Minimum tread depth is established by the Washington State Department of Transportation as 4/32 on front tires and 2/32 on rear tires.

- (19) All vehicles will have adequate braking systems, including parking brakes.
- (20) There must be no excessive engine noise or odor.

d. Transportation Provider-Owned Vehicles:

Transportation Providers who own vehicles used under this Agreement must have written procedures regarding the maintenance of vehicles and equipment pursuant to this Agreement, and assure that such procedures are followed, and include a maintenance and safety program that addresses the following:

- (1) A preventive maintenance schedule that incorporates (at a minimum) the schedule recommended by the vehicle manufacturer.
- (2) Installation of the following equipment on each vehicle:
 - (a) First aid kit;
 - (b) Blood-borne pathogen kit;
 - (c) Approved fire extinguisher;
 - (d) Accident/incident report forms;
 - (e) Triangular reflective warning devices;
 - (f) Flashlight;
 - (g) Chains or other traction aids (seasonal);
 - (h) Seatbelt extenders if available for specific make and model of vehicle;
 - (i) Seatbelt cutter;
 - (j) Bungee cords or approved straps for securing loose items;
 - (k) Spare tire, jack and lug wrench or approved tire service agreement.
- (3) A vehicle record file containing the following information:
 - (a) Vehicle identification number;
 - (b) Vehicle maintenance history, including type, date, and mileage;

- (c) Vehicle loss control records listing incident description, date, mileage, and driver;
- (d) Vehicle equipment check log verifying that special equipment has been checked according to the suggested schedule of the manufacturer, or at least semi-annually;
- (e) Vehicle operational and safety check log recorded at the beginning of each work day indicating that tires, brakes, lights, seat belts, and other relevant equipment are operational and the vehicle has not been damaged; and
- (f) Documentation that preventive maintenance has been performed according to the schedule recommended by the manufacturer.

(4) Loss Control Program

Transportation Provider will maintain a loss control program for all Transportation Provider-owned vehicles. The loss control program must establish procedures assuring that driver selection, driver training, and vehicle maintenance and safety programs are effective; and, if not, indicate corrective actions that can be taken. The recommended requirements for a loss control program are:

- (a) Designation of vehicle loss control coordinator and a safety committee to be responsible for monitoring the entire program and making changes as necessary;
- (b) Establishment of a system for monitoring driver performance, which includes identifying problem drivers and recognizing good drivers; and
- (c) Maintenance of an up-to-date list of all vehicle drivers. This list should be made available to the Brokerage and Transportation Provider's insurance company.

(5) Vehicle and Wheelchair Lift Maintenance

Transportation Provider agrees to perform and annually provide documentation to the TSB of compliance with the preventive maintenance schedule for all Transportation Provider-owned vehicles, wheelchair lifts, and wheelchair securement devices operated under this Agreement. At a minimum, all vehicles, wheelchair lifts, and wheelchair securement devices will be inspected and receive maintenance annually. Documentation verifying third-party wheelchair lift inspections and maintenance will be forwarded to the TSB.

e. Volunteer Owned Vehicles:

Transportation Provider agrees to perform and annually provide documentation to the TSB of compliance with Human Service Council's Health Care Authority (HCA) contract for all contracted transportation provider's volunteer driver's vehicles utilized to transport Human Service Council (HSC) clients must submit copies of these valid documents to TSB:

- (1) Maintain the State minimum requirement for liability insurance and provide proof of valid insurance coverage
- (2) Valid vehicle registration
- (3) An annual vehicle inspection

f. Passenger Code of Conduct:

The TSB has a Passenger Code of Conduct (Exhibit I-E). This Code of Conduct is intended to inform clients of their responsibilities during transport and to ensure the health and safety of passengers and drivers. It is distributed to clients upon reports of inappropriate client behavior, after any no show, upon reports of fraud and when a client is unclear of their responsibilities. Please report all violations of the Passenger Code of Conduct to the TSB.

g. Client Confidentiality:

Transportation Provider assures that it will maintain all client information in accordance with applicable confidentiality laws and regulations, and that it will hold all drivers to these confidentiality standards and the confidentiality standards contained in the Transportation Code of Professional Conduct, Exhibit I-D of this Section.

- (1) Protecting client confidentiality includes:
 - (a) Gathering only the minimal information necessary to providing services.
 - (b) Protecting all client information from unauthorized disclosure.
- (2) Following the expiration or termination of the contract, certifying that all client information gathered in the performance of this contract has been properly destroyed.

C. SPECIAL TERMS AND CONDITIONS

1. Definitions

- a. Ambulance – A ground or air vehicle designed and used to provide transportation to the ill and injured; and to provide personnel, facilities, and equipment to treat clients before and during transportation; and licensed per RCW 18.73.140. Ambulance transportation is not authorized under this contract.
- b. Appointment – A meeting or engagement set for a specific time and place.
- c. Attendant - A person authorized by the transportation broker to be transported with a client to a healthcare service. An attendant may be authorized depending on the client’s age, mental state or capacity, safety requirements, mobility skills, communication skills, or cultural issues.
- d. Broker/Brokerage – A broker is a neutral third party that arranges transportation access to covered medical services for eligible clients by contracting with transportation service providers in accordance with the Department’s contract requirements. Brokers review requests for transportation to covered medical services, and pre-authorize the most cost-effective method which meets the clients’ mobility status and personal capabilities.
- e. CFR – The Code of Federal Regulations.
- f. Current Risk – The HSC’s determination that a driver or dispatcher may not perform work under this Contract in a safe, reliable or responsible manner, based on the information then available.
- g. DSHS/HCA or the “Department” – The State of Washington Department of Social and Health Services and the State of Washington Health Care Authority, its employees and authorized agents.
- h. Emergency – An emergency medical condition means the sudden onset of a medical condition (including labor and delivery) manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:
 - (1) Placing the patient’s health in serious jeopardy;
 - (2) Serious impairment to bodily functions;
 - (3) Serious dysfunctions of any bodily organ or part; or
 - (4) As defined in WAC 388-500-0005.

- i. ETB - the Employment Transportation Program, funded by a WSDOT grant.
- j. Family Member – Any person who is related by birth, marriage to the client and/or DSHS/HCA employee or provider of services: a spouse, child (natural or legally adopted), grandmother, grandfather, grandchild, mother, father, sister, brother, cousin, niece, nephew, aunt, uncle, step relations and/or in-laws.
- k. Guardian – A person who is legally responsible for a client and who may be required to be present when a client is receiving healthcare services.
- l. Healthcare Provider – An institution, agency, or person who has a signed agreement with DSHS/HCA to furnish medical care, goods, and/or services to clients; and is eligible to receive payment from DSHS/HCA, as defined WAC 388-500-005.
- m. Incidents – The occurrences and/or alleged occurrences that affect the health, safety, or rights of a client, including, but not limited to, accidents, sudden onset of serious illness, physical, emotional or verbal abuse, discrimination, other unlawful or actionable acts.
- n. Involuntary Treatment Act (ITA) – Is generally understood to refer to portions of RCW 71.05. Involuntary transportation is not a responsibility of the Transportation Provider under this Contract.
- o. Limited English Proficient (LEP) – A limited ability or an inability to speak, read, or write English well enough to understand and communicate effectively in normal daily activities. The client decides whether he/she is limited in his/her ability to speak, read, or write English.
- p. Local Community – The location in or nearest to the client’s city or town of residence.
- q. Local healthcare provider – The provider, as defined in WAC 388—500-0005, within the client’s local community who fulfills the requirements of the healthcare appointment. The provider may vary by medical specialty, the provider’s acceptance of the departments’ clients, and whether managed care, primary care, case management or third party participation is involved.
- r. Lowest Cost – The least costly rate per type of trip, including dispatch charges, vehicle maintenance, etc.
- s. Medicaid – The federal aid Title XIX program under which medical care is provided to eligible persons. Includes Categorically Needy Program (CNP) and Medically Needy Program (MNP).

- t. Medical Assistance – A term which includes Medicaid, Children’s Health Insurance Program (CHIP), and state-only funded medical programs administered by HCA Health Care Services/Community Services.
- u. NEMT – the Non-Emergency Medical Transportation Program of HSC, funded under contract with HCA. A transportation program established to cost-effectively provide non-emergency medical transportation services for individuals eligible for medical assistance under the Medicaid State Plan who need access to medical care or services, and have no other means of transportation. In Washington State NEMT services are administered by Health Care Services/Community Services.
- v. NEMT Client(s) – Clients of DSHS/HCA living in the designated service region who seek medically necessary non-emergency transportation services and who are eligible to receive services from DSHS/HCA under this Contract.
- w. NEMT Client Information – 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 service or other activities, addresses, telephone numbers, social security numbers, driver’s license numbers, other identifying numbers, and any financial identifiers. Exchanges of client information are only allowed for the purpose of doing business outlined in this contract.
- x. NEMT Covered Services – Those services covered in WAC 388-501-0050 through 388-501-0065 in the NEMT portion of WAC 388-546 and included in the client’s benefit services package; and/or as determined by DSHS/HCA.
- y. No-Show – The result of a DSHS/HCA client or contract service provider not keeping an appointment, and failing to cancel the appointment.
- z. Pickup point or Origin – The location authorized by the TSB broker for the client’s trip to begin.
- aa. ProviderOne – DSHS/HCA’s provider payment system for healthcare or medical providers. Eligibility data from this system along with other sources will be used by the Transportation Broker to verify eligibility for NEMT services.
- bb. RART 1 - HSC’s Reserve-A-Ride Transportation Program for residents of Clark County funded by a WSDOT grant.
- cc. RART 2 - HSC’s Reserve-A-Ride Transportation Program for residents of Cowlitz and Wahkiakum Counties funded by a WSDOT grant.
- dd. Return Trip – The return of the client to the client’s residence, or another authorized drop-off point, from the location where a covered healthcare or other authorized service has occurred.

- ee. Scheduled Ambulance – A non-emergency trip provided by an ambulance, arranged in advance.
- ff. Service Mode – The method of transportation the Broker selects to use for the client. Modes include fixed route transit, ambulatory, non-ambulatory, volunteer transportation.
- gg. SAR – HSC’s Sponsor-A-Ride Program providing services to veterans, seniors and people with disabilities who may not qualify for other HSC transportation services.
- hh. Stretcher Car or Van – A vehicle that can legally transport a person who is in a prone or supine position who does not require medical attention en route.
- ii. Stretcher trip – A transportation service that requires a client to be transported in a prone or supine position without medical attention during the trip. This may be by stretcher, board, or gurney, or other appropriate device. Safety requirements must be the basis for transporting a client in the prone or supine position.
- jj. Transportation Provider – An individual or company under contract with a Broker, for the provision of trips.
- kk. TSB – Transportation Services Brokerage, means the unit that supports all of HSC’s brokered transportation programs.
- ll. Travel Time – The time spent by a client from that client’s pick-up to their final destination including stops, delays, etc.
- mm. Tribe – A federally recognized sovereign Indian nation located in Washington State including its designated subdivisions and agencies, officers, employees, and agents.
- nn. Trip – Transportation one-way from the pickup point to the drop off point by an authorized transportation provider.
- oo. Unscheduled Trips – Same Day Individual Demand Response Trips – Those trips for which an individual requests a trip with less than forty-eight (48) hours or two (2) business days advance notice and/or outside of regular call intake hours. Unscheduled trips are limited to urgent care needs and first-time callers.
- pp. Urgent Care – An unplanned appointment for a covered medical service with verification from an attending physician or facility that the client must be seen that day or the following day. Urgent care is differentiated from emergency care by the severity of symptoms and the need for immediate medical attention.

- qq. Volunteer – An individual not paid by time or salary who provides transportation for clients, usually with the volunteer’s personally owned vehicle. Volunteers may be reimbursed for transportation-related costs, typically mileage charge while client is in the vehicle, and occasionally meal reimbursement, parking, tolls and ferry fees. The Broker or a subcontracted volunteer agency recruits and trains volunteers.
- rr. Wait Time – The duration of time from when a client must be ready to be transported, to when the client actually begins a trip.
- ss. WSDOT – Provides funding for special needs transportation clients who do not qualify for Medicaid.
- tt. Will Call – Relates to the status of return trips which occur after a medical event. They are trips for which the time cannot be determined until the appointment has ended. Certain types of appointments tend to require Will Call trips due to inconsistent amount of time needed for successful completion.

2. Insurance:

The primary goal of the insurance language in HSC’s NEMT contracts is to ensure that the liability umbrella is extended over the clients and driver, for the entire duration of the trip; i.e., from door-to-door. Most Commercial General Liability (GL) and Business Auto Policy (BAP) (with name variations) focus on when people are in the vehicle or very close by (within 6-12 feet). In so doing they do not cover the portion of the trip when the driver is assisting the client to/from the vehicle. Professional Liability (PL) and Errors & Omissions (EO) are insurance categories of coverage which fill the identified gap, extending the coverage out to provide the door-to-door that is necessary.

Transportation Provider shall at all times comply with the following insurance requirements:

a. General Liability Insurance:

Transportation Provider shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties’ performance under this Agreement, including but not limited to premises, operations, independent contractors, product-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. HSC, its elected and appointed officials, agents, and employees, shall be named as additional insured’s.

In lieu of general liability insurance mentioned above, **if the Transportation Provider is a sole proprietor with less than three contracts**, the Transportation Provider may choose one of the following three general liability policies but only if attached to a professional liability or Errors & Omissions insurance policy, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Transportation Provider wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. HSC, its elected and appointed officials, agents, and employees shall be named as additional insured.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. HSC, its elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. HSC, its elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

b. Business Auto Policy Liability Insurance (BAPLI):

Transportation Provider shall maintain Business Automobile Liability Insurance on all vehicles used to transport clients, including vehicles hired by Transportation Provider or owned by Transportation Provider employees, volunteers or others, with the following minimal limits: \$1,000,000 per accident combined single limit. The Transportation Provider's carrier shall provide HSC with a waiver of subrogation or name HSC as additional insured.

c. Professional Liability Insurance (PL):

Transportation Provider shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000. As an alternative, if Transportation Provider does not

possess Professional Liability Insurance coverage then Transportation Provider must ensure drivers and clients are covered door-to-door under Transportation Provider's Commercial General Liability Insurance or Business Liability Insurance.

d. Worker's Compensation:

The Transportation Provider shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington, HCA, or HSC shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Transportation Provider or its employees under such laws and regulations.

e. Employees and Volunteers:

Insurance required of the Transportation Provider under the Contract shall include coverage for the acts and omissions of the Transportation Provider's employees and volunteers. In addition, the Transportation Provider shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Separation of Insured's:

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" unless otherwise approved by HCA or HSC.

g. Evidence of Coverage:

Transportation Provider agrees to provide HSC with a copy of the Certificate of Insurance policy and additional insured endorsement for each coverage required of the Transportation Provider under this Contract and whenever changes, renewals or cancellations of such policies occur. Transportation Provider's failure to provide such insurance documentation to HSC prior to any change or renewal or upon demand may result in the immediate suspension or termination of this Agreement. If this Agreement is suspended or terminated, Transportation Provider is not relieved of any other insurance obligations. Transportation Provider will submit the entire Insurance policy when requested by HSC.

h. Material Changes:

Insurers shall give HSC 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give HSC 10 days advance written notice of cancellation.

i. General:

By requiring insurance, HSC does not represent that the coverage and limits specified will be adequate to protect the Transportation Provider. Such coverage and limits shall not be construed to relieve the Transportation Provider from liability in excess of the required coverage and limits and shall not limit Transportation Provider's liability under the indemnities and reimbursements granted to HSC in this contract. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded or maintained by HSC.

j. Waiver:

The Transportation Provider waives all rights against HSC for the recovery or damages to the extent they are covered by insurance.

k. Industrial Insurance Coverage:

The Transportation Provider shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Transportation Provider fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, HSC may collect from the Transportation Provider the full amount payable to the Industrial Insurance accident fund. HSC may deduct the amount owed by the Transportation Provider to the accident fund from the amount payable to the Transportation Provider by HSC under this contract, 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 Transportation Provider.

3. Compliance with Applicable Laws and Regulations:

Transportation Providers will comply with all applicable federal, state, and local laws, including but not limited to the Americans with Disabilities Act (ADA), Federal Transit Administration (FTA) regulations, non-discrimination laws and regulations, and all federal, state, county, and local regulations regarding licensing and certification of personnel and vehicles, including applicable regulations regarding liability insurance coverage and state Labor and Industries coverage.

The Centers for Medicaid and Medicare Services (CMS) have federal statutes and regulations that clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a subcontractor seeking to participate in a CMS-funded program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors. Transportation Provider may be required to submit a Disclosure Statement, providing personal identity information for any owner(s), controlling interest(s) and managing employee(s) of the Transportation Provider, and keep such

disclosure information updated with HSC on a monthly basis. The disclosed information will be used only by authorized HSC personnel to search the CMS Exclusions Database for any excluded parties that own, control, or manage the Transportation Provider's business. (See Exhibit I-F)

4. Accident/Incident Procedures:

Transportation Provider will have a written accident/incident investigation procedure, and will follow that procedure to respond to and review all accidents/incidents.

a. Accident Response and Notification:

Transportation Provider will notify the Program Coordinator or TSB designee by telephone within one hour of the accident or the first hour of the next business day of all accidents occurring while transporting clients. Written accident reports will be submitted by the end of the business day following the accident. A formal report, detailing the accident, complete with actions taken and scheduled follow-up, will be submitted to the TSB within five business days of the date of the event. Any time a client is in a vehicle that is involved in an accident the client must be offered transportation to a medical facility to be evaluated. If the client refuses to be taken in for an evaluation it is recommended, but not required that he/she sign a waiver form stating that he/she refuses medical treatment. In the event a client refuses to sign the waiver form indicating he/she refuses to be transported to a medical facility for an evaluation, the driver shall document the circumstances of such refusal in his/her formal report.

Transportation Providers who fail to report an accident involving damages to a vehicle approved for use under this Contract and/or injury to a client during transport under this contract within the time frames listed above shall be assessed a \$1,000.00 fine for each violation of this reporting requirement.

Transportation Providers shall report all accidents to TSB involving a driver or vehicle approved to drive under this Contract regardless of whether or not they are transporting a TSB client at the time of the accident. Transportation Providers will have 3 working days to report accidents involving an active driver or vehicle when there was no TSB Client on board and the vehicle was not damaged. A \$1,000.00 fine may be assessed for each violation of this reporting requirement.

b. Incident Reporting.

Incidents encompass occurrences and/or alleged occurrences that affect the health, safety, or the rights of a client, including, but not limited to, accidents, sudden onset of serious illness, physical, emotional or verbal abuse, discrimination, and other unlawful or actionable acts.

All client health and safety incidents occurring in the authorized transport of clients, including those occurring outside of the vehicle, must be reported to the TSB within one hour of the Transportation Provider being notified or becoming aware of an incident involving a client, or within the first hour of the next business day after the incident occurred. Written reports will be submitted by the end of the business day following the incident. A formal report, detailing the event, complete with actions taken and scheduled follow-up, will be submitted to the TSB within 5 business days of the date of the event.

In addition, TSB must be notified within one hour of the Transportation Provider being notified or becoming aware of an incident involving a client who is the alleged victim or perpetrator of any of the following events.

- (1) An allegation of rape (Chapter 9A.44 RCW) or sexual assault (as defined in RCW 70.125.030).
- (2) Any violent act as defined in RCW 71.05.020 and RCW 9.94A.030 or any homicide or attempted homicide as defined in RCW 9A.32.010 that results in an arrest with charges or pending charges.
- (3) Any allegation of financial exploitation as defined in RCW 74.34.020.
- (4) Any suicide or death.
- (5) An assault by a Contracted or Subcontracted Staff member.
- (6) Any injury to a Contracted or subcontracted staff member as a result of an assault by a client who requires any level of medical intervention.

Transportation Providers who fail to report an incident involving a client within the time frames listed above shall be assessed a \$500.00 fine for each violation of this reporting requirement.

Additionally, Transportation Providers must maintain policies that include reporting of suspected fraud or abuse of Medicaid and reporting of suspected fraud or abuse of any TSB client.

5. Safety Standards:

Mandatory transportation safety standards are determined by the size and nature of the provider. Full details of these are available from the Federal Transit Administration, Office of Safety and Security, 400 7th Street, S.W., Washington D.C. 20590. While these guidelines are recommended by HSC, it is the responsibility of Transportation Provider to ensure that they are in compliance with all applicable federal, state and local regulations.

6. Emergency Preparedness Plan:

If Transportation Provider has not already provided HSC with a current Emergency Preparedness Plan which addresses the below two points, Transportation Provider shall include such Plan with submission of this contract renewal.

Upon entering into a contract to provide transportation services for DSHS/HCA clients with HSC, Transportation Provider shall:

- (a) Submit an inclement weather/ emergency preparedness plan explaining how your company or agency will address urgent transportation requests during an inclement weather event or other local emergency situation; and
- (b) Develop a preliminary plan for coordinating transportation services with TSB and local Emergency Preparedness Agencies in the event of inclement weather or other emergency situations.

7. Employee and Volunteer Policies:

See Statement of Work (Section I.B., paragraph 5), Driver Policies.

8. Monitoring, Reports, and Assessments:

a. Assessments:

Transportation Provider may be assessed annually for compliance with this Agreement through review of billing, driver log reviews, administrative document reviews, customer surveys, ride-along trips, in-person driver reviews and vehicle inspections.

This assessment process may be ongoing. Transportation Provider will make all documentation required under this Agreement (including driver logs) available for assessment purposes. TSB ride-along evaluations as well as face-to-face communication with drivers are also assessment requirements under this contract.

b. Reports:

Transportation Provider will submit reports on driver documents, vehicle maintenance, billing documents and other business documents as requested by the TSB, including but not limited to drug and alcohol test results for employees in safety-sensitive positions. Transportation Provider will provide copies of all new and updated documents. Transportation Provider is responsible for securing any necessary release of information and for establishing that any driver document is exempt from disclosure by law.

9. Records:

Transportation Provider will maintain back-up copies of all records in an appropriate fire/theft/disaster-protected location. These records will be retained for the length of time specified in the Standard Terms and Conditions, during the term of this Agreement and for six years following termination or expiration.

10. Payment and Finance Information:

a. Vendor/Sub recipient Status:

For purposes of this Agreement, Transportation Provider is a vendor/contractor. As a vendor, Transportation Provider is not required by the terms and conditions of this Agreement to comply with the requirements imposed on sub recipients of federal awards. HSC, however, has the responsibility to ensure compliance of vendor transactions with the laws and regulations of this program. Therefore, Transportation Provider specifically agrees to participate in monitoring procedures described in this Agreement (in the Standard and Special Terms and Conditions) and in specific program instructions. Transportation Provider specifically agrees to permit HSC and its auditor to have access to the records and financial statements necessary for HSC to comply with OMB Circular A-133.

b. Audit Requirements and Financial Reports:

- (1) If a for-profit business, Transportation Provider is not required to furnish an audit under this Agreement. However, HSC reserves the right to require, and does so require, Transportation Provider to provide an annual tax return, within 90 days of filing, for the purposes of assuring adequate financial management capacity, financial stability, and adequate cash flow to fulfill the requirements of this Agreement.
- (2) If Transportation Provider is a non-profit or governmental entity, Transportation Provider will submit an annual audit report within 60 days of receiving it.
- (3) For any audit that the Transportation Provider has, whether required (e.g. federal single audit) or not, Transportation Provider must:
 - (a) Provide a complete unaltered copy of that audit to HSC within 60 days of receiving it; and
 - (b) Include any and all management letters, footnotes, findings, recommendations, and all other relevant materials, or additional materials requested by HSC.

- (4) The Transportation Provider will make immediately available to HSC, on request, copies of all grants and other contracts through which Transportation Provider receives funds and/or provides trips within Washington State.

c. Catalog of Federal Domestic Assistance (CFDA) Numbers:

These numbers are provided for ensuring compliance with reporting requirements, of a Transportation Provider who is a sub recipient.

<u>Fund:</u>	<u>CFDA:</u>
Title XIX	93.778
FTA 5317	20.521
FTA 5316	20.516

d. Billing Requirements:

All Transportation Billing forms will be provided electronically by email or on the HSC website. To request billing forms please contact Michael Kelly at: michaelk@hsc-wa.org. NEMT, ETB, RART 1, RART2, and SAR are billed separately.

(1) NEMT:

(a) Billing Cycle.

- 1) The billing cycle for NEMT is a full-month cycle, i.e., January 1-31.
- 2) Billing documents and files must be provided to TSB no later than the *fifth calendar day* of the month following the *month of service*. This term supersedes the billing deadline stated in the Standard Terms and Conditions.
- 3) Billing documents received after the *fifth calendar day* of any month will not be processed during that month. They will be processed with the following month's billing.
- 4) All invoices for reimbursement must be submitted to TSB within 60 calendar days of the date on which the invoiced services were provided with the exception of the service months of June and December. The June invoice, which is due on July 5th, must include all outstanding trips for May and June services. The December invoice, which is due on

January 5th, must include all outstanding trips for November and December services.

With the exception of June and December invoices, the due date for invoices returned to the Transportation Provider for correction will be 60 calendar days from the return date.

Any invoices, with the exception of June and December service months, submitted more than 60 days after date-of-service shall be payable only if the TSB determines that good cause existed for late submission and HCA approves payment. Any payment by HSC of any one or more invoices submitted after the 60-day deadline shall not be, and shall not be construed as, a waiver of the HSC's contractual right under this Contract not to pay any other invoices submitted after the 60-day deadline.

- (b) HSC will reimburse Transportation Provider for only allowable trips based on monthly invoices and supporting reports:
 - 1) Submitted by the Transportation Provider, and
 - 2) Completed Accurately and Properly.
- (c) When a scheduled healthcare appointment occurs where services are not provided, due to no fault of the Transportation Provider, HSC may negotiate a fair rate for reimbursement of the authorized and provided trip. The reason why the Medicaid recipient was not seen at the healthcare appointment must be thoroughly documented prior to authorizing trip reimbursement.
- (d) HSC will remit amounts due to the Transportation Provider no later than 10 calendar days after receipt of reimbursement from HCA for allowed claims performed under this contract.
- (e) Transportation Provider is prohibited from seeking additional payment from HCA, any of its clients, or any other contract service provider, for services performed under this contract.
- (f) Unallowable Claims

The TSB shall deny any claims submitted for payment for any of the following reasons:

- 1) The individual who was transported was not an eligible HCA client;

- 2) The services were provided without prior authorization by TSB, with the exception of urgent transportation services as outlined and provided in Section I.B., Paragraph 4c.
 - 3) The medical services provided during the encounter are not covered by HCA;
 - 4) The client is a No Show;²
 - 5) The services were provided by a driver who was not eligible to drive. i.e., no current driving abstract, no current criminal background checks or no proof of current required training;
 - 6) The services were provided using an unauthorized vehicle or a vehicle that has not been inspected;
 - 7) Mileage may only be billed from the point where an authorized client is picked up to the destination point where the client is dropped off. HSC may not be billed for any mileage incurred while a client is not transported in the vehicle.
 - 8) The medical professional that provided care to the transported eligible HCA client was not an enrolled Medicaid participating provider or would not be accepted by HSC as an enrolled Medicaid participating provider if they agreed to contract with HCA;
 - 9) The HSC may, at its sole discretion, withhold referrals and/or payments claimed by the Transportation Provider for the services rendered if the Transportation Provider fails to satisfactorily comply with any terms or conditions of this Contract. This right to withhold referrals and/or payments for noncompliance is in addition to, and not in lieu of, any and all rights of the HSC under this Contract or by law.
- (g) For volunteer drivers ONLY, the HSC will reimburse Transportation Provider for parking fees, bridge tolls, ferry charges, meals, and mileage performing authorized services and only while an authorized client is in their vehicle. Reimbursement for meals is limited to the current Washington State per diem rate for the relevant geographic area of the state. HSC will reimburse Transportation Provider for volunteer driver's mileage from the

² If a trip has been scheduled but the client cancels at the door or otherwise is not transported by the driver, no payment will be made to the Transportation Provider for the No Show.

client's pick-up address to the client's destination address. Reimbursement for other expenditures must be based on the actual expense the volunteer incurred.

- (h) No driver may be used to transport TSB clients whose documentation is incomplete or expired and no payment will be made for trips provided by drivers who do not have all required, current documentation and training. No vehicle may be used to transport TSB clients that has not been authorized for use and no payment will be made for trips provided by vehicles that have not been authorized for use. Transportation Provider must return, within thirty days of HSC or Transportation Provider's discovery, any and all payments for trips delivered by an unauthorized driver and/or vehicle.

(2) ETB/RART:

(a) Billing Cycle

- 1) The billing cycle for ETB and RART is a full-month cycle, i.e., January 1-31.
- 2) Billing documents and disks must be provided to TSB no later than the fifth calendar day of the month following the month of service. This term supersedes the billing deadline in the Standard Terms and Conditions.
- 3) Billing documents received after the fifth calendar day of the month will not be processed during that month. They will be processed with the following month's billing.
- 4) All invoices for reimbursement must be submitted to HSC within 30 calendar days of the date on which the invoiced services were provided with the exception of service months of June and December. These service months must be billed to HSC within 5 calendar days from the respective month.

Any invoices submitted, with the exception of June and December service months, more than 30 days after the date-of-service shall be payable only if HSC determines that good cause existed for late submission. Any payment by HSC of any one or more invoices submitted after the 30 day deadline shall not be, and shall not be construed as, a waiver of HSC's contractual right under this Contract not

to pay any other invoices submitted after the 30 day deadline.

- (b) HSC will reimburse Transportation Provider for only allowable trips based on monthly invoices and supporting reports:
 - 1) Submitted by the Transportation Provider, and
 - 2) Completed Accurately and Properly.
- (c) HSC will remit amounts due to the Transportation Provider no later than 10 calendar days after receipt of WSDOT's monthly payment for transportation services to HSC.
- (d) Transportation Provider is prohibited from seeking additional payment from WSDOT, any of its clients, or any other contract service provider, for services performed under this contract.
- (e) Unallowable Claims

TSB shall deny any claims submitted for payment for any of the following reasons:

- 1) The individual who was transported was not eligible for ETB/RART services;
- 2) The services were provided without prior authorization, with the exception of urgent transportation services as outlined and provided in Section I.B., Paragraph 4c;
- 3) The services were provided by a driver who was not eligible to drive. For example, TSB did not have on file a current driving abstract, a current criminal background check, or current driver's license or insurance information;
- 4) The services were provided using an unauthorized vehicle or a vehicle that had not been inspected;
- 5) The client is a No Show;
- 6) HSC may, at its sole discretion, withhold payments claimed by the Transportation Provider for the services rendered if the Transportation Provider fails to satisfactorily comply with any terms or conditions of this Contract. This right to withhold payments for noncompliance is in addition to, and not in lieu of, any and all rights of HSC under this Contract or by law.

- (f) No driver may be used to transport TSB clients whose documentation is incomplete or expired and no payment will be made for trips provided by drivers who do not have all required, current documentation and training. No vehicle may be used to transport TSB clients that has not been authorized for use and no payment will be made for trips provided by vehicles that have not been authorized for use. Transportation Provider must return, within thirty days of HSC or Transportation Provider's discovery, any and all payments for trips delivered by an unauthorized driver and/or vehicle.

(3) SAR Billing:

(a) Billing Cycle

- 1) The billing cycle for the SAR program at HSC is a full-month cycle, i.e., January 1-31.
- 2) Billing documents must be provided to SAR at HSC no later than the 10th calendar day of the month following the month of service. This term supersedes the billing deadline stated in the Standard Terms and Conditions.
- 3) Billing documents received after the 10th calendar day of any month will not be processed until the following month's billing.
- 4) All invoices for reimbursement must be submitted to SAR within 30 calendar days of the date on which the invoiced services were provided with the exception of service month June. June services must be billed to SAR within 5 calendar days.

Any invoices for reimbursement submitted more than 30 days after date-of-service shall be payable only if SAR determines that good cause existed for late submission. Any payment by HSC of any one or more invoices submitted after the 30-day deadline shall not be construed as a waiver of HSC's contractual right under this Contract not to pay any other invoices submitted after the 30-day deadline.

- (b) HSC will reimburse Transportation Provider for only authorized and allowable trips based on monthly invoices and supporting reports:

- 1) Submitted by the Transportation Provider, and
 - 2) Completed accurately and properly.
- (c) HSC will remit amounts due to the Transportation Provider by the 10th calendar day following receipt of Transportation Provider's billing.
- (d) Transportation Provider is prohibited from seeking additional payment from any of its clients, or any other contract service provider, for services performed under this contract.
- (e) Unallowable Claims

SAR shall deny any claims submitted for payment for any of the following reasons:

- 1) The individual who was transported was not an eligible SAR client;
- 2) The services were provided without prior authorization by SAR staff;
- 3) The services were provided by a driver who was not eligible to drive. For example, SAR did not have on file a current driving abstract, a current criminal background check, or a current drug/alcohol testing;
- 4) The services were provided using an unauthorized vehicle or a vehicle that had not been inspected;
- 5) HSC may, at its sole discretion, withhold referrals and/or payments claimed by the Transportation Provider for the services rendered if the Transportation Provider fails to satisfactorily comply with any terms or conditions of this Contract. This right to withhold referrals and/or payments for noncompliance is in addition to, and not in lieu of, any and all rights of the HSC under this Contract or by law.

e. Rates Adjustment Schedule

Rate adjustments proposals may be requested quarterly for NEMT transportation services. Rate adjustments proposals must be submitted in writing utilizing HSC's Pricing Proposal format (available upon request). Additionally, any requested rate adjustment increase must be supported with an attached

justification. Rate adjustment requests are not a guarantee of rate adjustment by HSC.

f. Monthly Activity:

Transportation Provider will maintain monthly billing files that justify the number of transports, mileage and costs that can be cross-referenced to actual TSB-authorized trips given with the specific clients transported.

- (1) NEMT Reports. Transportation Provider will:
 - (a) Submit monthly billing reports that document the activities of Transportation Provider as required by the TSB and as outlined in Section I.C., paragraphs 10d and 10e. All the reports are due on the **fifth calendar day** of each month for trips provided in the previous month.
 - (b) Submit driver logs which correspond to the actual trips, billed, when requested by the TSB. In addition to the data requested in the paragraph above, driver logs must include beginning and ending odometer readings or trip mileage documentation for each trip.
 - (c) Submit new and/or updated business documents, driver and vehicle information on a monthly basis.
- (2) ETB, RART 1, RART 2, and SAR Reports. Transportation Provider will:
 - (a) Submit monthly billing reports that document the activities of Transportation Provider as required by ETB, RART 1, RART 2 or SAR and as outlined in Section I.C., paragraphs 10d and 10e. ETB and RART reports are due by the fifth calendar day of each month, or no later than the tenth calendar day of the month for trips provided in the previous month.
 - (b) Submit driver logs that correspond to the actual trips billed, when requested by ETB, RART1, RART 2, or SAR. In addition to the data requested in the paragraph above, driver logs must include:
 - 1) Beginning and ending odometer readings for each trip or documentation of actual trip mileage;
 - 2) Date, time, and location of first and last stop for each trip;
 - 3) The number of clients boarding for each trip including documentation of shared rides including the order in which

the shared riders were picked up and/or dropped off at their destination;

- 4) The number of hours and minutes that each vehicle was in service, less long layovers, meal breaks, fueling breaks, and vehicle repair time;
- 5) Beginning and ending times for driver shifts, less time deducted for breaks, unpaid layovers, and meals.

- (c) Submit new and/or updated business documents and driver and vehicle information on a monthly basis.

g. Other periodic reporting requirements:

Transportation Provider shall deliver to TSB any records, such as daily trip logs, within three business days if requested by the TSB. The Transportation Provider shall submit such records in the format and medium requested by the TSB.

11. For ETB and RART Transportation Providers ONLY

a. Purchases

- (1) The Transportation Provider shall make purchases of any incidental goods or supplies essential to this Agreement through procurement procedures approved in advance by WSDOT and consistent with the following provisions:
 - (a) General Procurement Requirements. The Transportation Provider shall comply with the applicable procurement procedures identified in FTA Circular 4220.1D, "Third Party Contracting Requirements," and any revision or replacement thereof; and applicable Federal regulations or requirements identified in 49 U.S.C. Part 18, "Uniform Administrative Requirements", and any amendments thereof, which by this reference are incorporated herein; and any reference therein to "Grantee" shall mean Transportation Provider.
 - (b) Preference for United States Products and Services. To the extent applicable, the Transportation Provider agrees to comply with the following U.S. preference requirements:
 - 1) Buy America. The Transportation Provider agrees to comply with 49 U.S.C. § 5323(j), with FTA regulations, "Buy America Requirements", 49 C.F.R. Part 661, and with any implementing guidance FTA may issue.

- 2) Cargo Preference-Use of United States-Flag Vessels. The Transportation Provider agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels", 46 C.F.R. Part 381, to the extent those regulations apply to the Project.
 - 3) Fly America. The Transportation Provider understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers", 41 C.F.R. §§ 301-10.131 through 301-10.143.
- (c) Pre-Award and Post-Delivery Requirements. The Transportation Provider agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases", 49 C.F.R. Part 663, and any revision thereto.
 - (d) Geographic Restrictions. The Transportation Provider agrees to not use any state or local geographic preference, except those expressly mandated or encouraged by federal statute or as permitted by FTA.
 - (e) Government Orders. In case any lawful government authority shall make any order with respect to the Project or Project Equipment, or any part thereof, or the PARTIES hereto or either of them, the Transportation Provider shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

b. Service Operations

The Transportation Provider shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which state that recipients and sub recipients of FTA assistance are prohibited from providing charter service using federally funded Equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

c. School Bus Operations

The Transportation Provider agrees to comply with 69 U.S.C. 5323(f) and 49 CFR Part 605, which state that recipients and sub recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

d. Incorporation of Federal Terms

- (1) **Purchasing.** This Agreement's provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in this Agreement's provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.ID, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Transportation Provider shall not perform any act, fail to perform any act, or refuse to comply with any WSDOT request, which would cause WSDOT to be in violation of any FTA term or condition.
- (2) **Federal Changes.** The Transportation Provider shall at all times comply with all applicable FTA policies, procedures and directives, including but not limited to those listed directly or by reference in this Agreement as they may be amended or promulgated from time to time, by FTA, during the term of this Agreement. The Transportation Provider's failure to so comply shall constitute a material breach of this Agreement.

e. No Obligation by the Federal Government

- (1) WSDOT and the Transportation Provider acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Transportation Provider or any other party (whether or not a PARTY to this Agreement) pertaining to any matter resulting from this Agreement.
- (2) No contract between the Transportation Provider and its subcontractors shall create any obligation or liability of WSDOT with regard to this Agreement without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The Transportation Provider hereby agrees to

include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

f. Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this Agreement, it being understood that in such matters they are acting solely as agents of WSDOT.

- (1) Bonus or Commission. The Transportation Provider affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for federal financial assistance for this Project.
- (2) Relationships with Employees and Officers of WSDOT. The Transportation Provider shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the Transportation Provider rent or purchase any Equipment and materials from any employee or officer of WSDOT.
- (3) Employment of Former WSDOT Employees. The Transportation Provider hereby warrants that it shall not engage on a full, part-time, or other basis during the period of this Agreement, any professional or technical personnel who are, or have been, at any time during the period of this Agreement, in the employ of WSDOT without written consent of WSDOT.
- (4) Restrictions on Lobbying. The Transportation Provider agrees to:
 - (a) Refrain from using federal assistance funds to support lobbying; and
 - (b) Comply, and assure compliance by each subcontractor at any tier and each sub-recipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 D.S.C. § 1352; and
 - (c) Comply with federal statutory provisions to the extent applicable prohibiting the use of federal assistance funds for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels.
- (5) Employee Political Activity. To the extent applicable, the Transportation Provider agrees to comply with the provisions of the "Hatch Act," 5 D.S.C. §§ 1501 through 1508, and §§7324-7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or

Employees: 5 CFR Part 151. The "Hatch Act" limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with federal funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 23 V.S.C. § 142(g), the "Hatch Act" does not apply to a non-supervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to those the "Hatch Act" does not otherwise apply.

- (6) False or Fraudulent Statements or Claims. The Transportation Provider acknowledges and agrees that: The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing this Agreement, the Transportation Provider certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by this Agreement. In addition to other penalties that may apply, the Transportation Provider also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Transportation Provider to the extent the Federal Government deems appropriate.

g. Audits, Inspection, and Retention of Records

- (1) Submission of Proceedings, Agreements, and Other Documents. During the course of the Project and for six years thereafter, the Transportation Provider agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Reporting and record-keeping requirements are set forth in 49 C.F.R. Part 19. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned 6-year period then the Transportation Provider's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.
- (2) General Audit Requirements. As applicable, the Transportation Provider agrees to perform the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501 et seq., in accordance with OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," and the latest applicable OMB A-133 Compliance Supplement provisions for the US DOT, and any further revision or supplement thereto. The Transportation Provider

agrees that audits will be carried out in accordance with US General Accounting Office "Government Auditing Standards." The Transportation Provider agrees to obtain any other audits required by WSDOT. Project closeout will not alter the Transportation Provider's audit responsibilities.

- (3) Inspection. The Transportation Provider agrees to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Transportation Provider and its Transportation Providers pertaining to the Project. The Transportation Provider agrees to require each third party Transportation Provider whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Exhibit I-A: Definitions of Major and Minor Violations

Major Violations

Drivers must not have any Vehicular Assault or Vehicular Homicide convictions. Drivers with a Deferred Prosecution, or a history of major and/or minor violations or at-fault accidents, will be considered on a case-by-case basis.

Drivers must not have any of the following convictions within the past 15 years:

1. DUI or DWI.

Drivers must not have any of the following convictions within the past 5 years:

1. Hit and run, or leaving the scene of an accident.
2. Using vehicle to elude an officer.
3. Driving with suspended/revoked license.
4. Manslaughter with a vehicle.
5. Felony with a vehicle.
6. Racing or dragging.
7. Failing to report an accident.
8. Fraudulent use of driver's license.
9. Reckless driving.
10. Allowing a DUI or a DWI, or allowing an unlicensed person to drive.
11. Negligent driving.
12. At-fault accidents.

Drivers must not have more than one of the following convictions in the past 3 years:

1. Speeding at 15 mph or more above the speed limit. (Drivers may not have had more than one violation in the past 3 years)

Minor Violations

Drivers must not have more than two of the following convictions in the past 3 years:

Any moving traffic violation other than those listed in Major Violations.

Examples:

1. Speeding less than 15 mph above the posted limit.
2. Following too close.
3. Failure to stop (running stop sign or red-light).
4. Failure to yield right of way.
5. Faulty brakes.
6. Improper stop on highway.
7. Other lane violations.
8. Going wrong way on a one-way street.

Exceptions:

Convictions for the following shall not be regarded as moving traffic violations:

1. Any motor vehicle "equipment" requirements of the motor vehicle and traffic laws, except brakes.
2. Failure to display proper number plates provided such plates are in existence.
3. Failure to have in possession current valid operator license provided there is one in existence.

Exhibit I-B: Secretary's List of Crimes and Negative Actions

Crimes:

A person who has a crime listed below is denied unsupervised access to vulnerable adults, juveniles, and children.

If "(5 or more years)" appears after a crime, the person is automatically denied unsupervised access unless 5 or more years has passed since the date of conviction.

After 5 years, an overall assessment of the person's character, competence, and suitability to have unsupervised access will determine denial.

Abandonment of a child
Abandonment of a dependent person not against child (5 or more years)
Abuse or neglect of a child
Arson 1
Assault 1
Assault 2
Assault 3 Domestic Violence
Assault 3 not Domestic Violence (5 or more years)
Assault 4/simple assault (5 or more years)
Assault of a child
Bail jumping
Burglary (5 or more years)
Carnal knowledge
Child buying or selling
Child molestation
Coercion (5 or more years)
Commercial sexual abuse of a minor/
Patronizing a juvenile prostitute
Communication with a minor for immoral purposes
Controlled substance homicide
Criminal mistreatment
Custodial assault (5 or more years)
Custodial interference
Custodial sexual misconduct (5 or more years)
Dealing in depictions of minor engaged in sexual explicit conduct
Domestic Violence (felonies only)
Drive-by shooting
Endangerment with a controlled substance

Extortion 1
Extortion 2 (5 or more years)
Forgery (5 or more years)
Harassment (5 or more years)
Harassment Domestic Violence
Homicide by abuse
Homicide by watercraft
Identity theft (5 or more years)
Incendiary devices (possess, manufacture, dispose)
Incest
Indecent exposure/Public indecency (Felony)
Indecent liberties
Kidnapping
Leading organized crime (5 or more years)
Luring
Malicious explosion 1
Malicious explosion 2
Malicious explosion 3 (5 or more years)
Malicious harassment
Malicious mischief (5 or more years)
Malicious mischief Domestic Violence
Malicious placement of an explosive 1
Malicious placement of an explosive 2 (5 or more years)
Malicious placement of an explosive 3 (5 or more years)
Malicious placement of imitation device 1 (5 or more years)
Manslaughter
Murder/Aggravated murder
Patronizing a prostitute (5 or more years)
Possess depictions minor engaged in sexual conduct
Possess explosive device (5 or more years)
Promoting pornography (5 or more years)
Promoting prostitution 1 (5 or more years)
Promoting prostitution 2 (5 or more years)
Promoting suicide attempt (5 or more years)
Prostitution (5 or more years)
Rape
Rape of child
Reckless endangerment (5 or more years)
Registered sex offender
Residential burglary (5 or more years)
Robbery
Selling or distributing erotic material to a minor

Sending or bringing into the state depictions of a minor
 Sexual exploitation of minors
 Sexual misconduct with a minor
 Sexually violating human remains
 Stalking (5 or more years)
 Theft (5 or more years) (updated from distinguishing 1, 2, 3)
 Unlawful imprisonment (5 or more years)
 Unlawful use of bldg for drug purposes (5 or more years)
 Use of machine gun in a felony
 Vehicular assault
 Vehicular homicide (negligent homicide)
 Violation of child abuse restraining order
 Violation of civil anti-harassment protection order
 Violation of protection/contact/restraining order
 Violation of the Imitation Controlled Substance Act (manufacture/deliver/intent - 5 or more years)
 Violation of Uniform Controlled Substance Act (manufacture/deliver/intent - 5 or more years)
 Violation of the Uniform Legend Drug Act (manufacture/deliver/intent - 5 or more years)
 Violation of the Uniform Precursor Drug Act (manufacture/deliver/intent - 5 or more years)
 Voyeurism

Pending Crime - A person who has a pending crime on the Secretary's List is denied unsupervised access while awaiting a decision by a court, administrative entity, or governmental entity. Upon conviction or acquittal by the court, the Secretary's List is applied.

Attempt RCW 9A.28.020;

Conspiracy RCW 9A.28.030; and

Solicitation RCW 9A.28.040

These crimes may appear with a listed crime, such as Burglary. When the crime of attempt, conspiracy, or solicitation appears in

conjunction with a crime on this list, it is treated the same as the listed crime. **Example:** Unsupervised access is denied for Attempted Burglary for 5 years after the conviction.

Sexual Motivation – RCW 9.94A.835 – A person who has a court finding of sexual motivation is denied unsupervised access to vulnerable adults, juveniles, or children.

Bail Jumping – RCW 9A.76.170 - A person who has the crime of bail jumping is denied unsupervised access until a court decision is issued for the original crime that required bail. Upon conviction or acquittal by the court, the Secretary's List is applied.

Negative Actions are considered under individual program law and rule and may lead to denial of unsupervised access to vulnerable adults, juveniles, or children.

A **negative action** is an administrative or civil action taken against an individual and may include:

- A finding that an individual abused, neglected, exploited, or abandoned a vulnerable adult, juvenile or child issued by an agency, an Administrative Law Judge, or a court of law. A finding by an agency is not a negative action if the individual was not given the opportunity to request an administrative hearing to contest the finding
- Termination, revocation, suspension, or denial of a license, certification, and/or State or Federal contract
- Relinquishment of a license, certification, or contract in lieu of an agency negative action
- Revocation, suspension, denial or restriction placed on a professional license
- Department of Health disciplining authority finding

Exhibit I-C: Statement of Physical Ability

From: _____
(Print Driver Name)

To: _____
(Company Name)

Date: _____

Subject: **STATEMENT OF PHYSICAL ABILITY**

1. I am physically able to drive a vehicle, either my own or the company's, as applicable, and I am currently licensed to do so; and

2. I am free from the influence of alcohol or drugs (whether illegal, prescribed, or over-the-counter, including marijuana) that will cause poor judgment and/or hinder my ability to safely complete any portion of my duties. I may use prescribed medication as long as my duties can still be performed in a safe manner and my employer has written documentation from a medical provider licensed to prescribe medication that the specific medication will not impact my ability to drive.

(Driver's Signature)

Exhibit I-D: Transportation Code of Professional Conduct

TRANSPORTATION DRIVER'S CODE OF PROFESSIONAL CONDUCT

Pertains to all Drivers and Driver's Assistants

1. **Compliance:**

Drivers:

- Shall always drive safely, follow all transportation laws and follow all vehicle/client securement and safety procedures.
- Shall wear, or have visible, easy to read proper company identification.
- Shall properly identify and announce their presence at the specified pick-up location.

2. **Cultural Sensitivity – Courtesy - Respect:**

Drivers:

- Shall be culturally competent, sensitive, and respectful to the individual(s) they serve.
- Shall provide support, assistance, and direction to clients as needed.

3. **Proficiency:**

Drivers:

- Shall meet the minimum training standards set by HSC and HCA. Drivers will pass all required trainings and accurately and completely represent their training and experience.

4. **Compensation and refraining from undue influence:**

Drivers

- Shall not solicit or accept money, or other items of value for services provided to Clients.
- Shall not counsel, refer, give advice, or express personal opinions to clients, or engage in any other activities that may be construed to constitute a service other than transportation.
- Shall not attempt to influence Clients, their families/guardians, or medical providers to obtain additional business, including but not limited to arranging services for clients in order to create business for themselves. May not be responsible for passenger's personal items.
- Shall not attempt to influence or restrain Clients, their families/guardians, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information.

5. **Non-discrimination:**

Drivers:

- Shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status, religion, political, or sexual orientation.

6. **Interact in a Professional Manner:**

Drivers:

- Shall interact in a professional manner.
- Shall avoid offensive language/topics and maintain an appropriate professional relationship, treating clients with respect.
- Shall not make sexually explicit comments, solicit sexual favors, or engage in sexual activities with clients.
- Shall not solicit or accept controlled substances, alcohol, or medications from clients or passengers.

7. **Confidentiality:**

Drivers:

- Must take all reasonable measures to safeguard and protect client information.
- Will only use or disclose personal information to HSC, HCA, or appropriate authorities for purposes directly connected with the services that are provided to the Client.

8. Impartiality – Conflict of Interest:

Drivers:

- Shall always be neutral, impartial, and unbiased. Drivers shall disclose any real or perceived conflict of interest that would affect their objectivity in the delivery of service.

9. Professional Demeanor

Drivers:

- Shall be punctual, prepared, clean, and dressed in a manner appropriate for the situation.
- Shall not use prescribed or over the counter medication that adversely affects their ability to safely operate a motor vehicle.
- Shall not eat food or consume any beverage, other than water in a closed container, while operating the vehicle or while involved in Client assistance.
- Shall not smoke in the vehicle when Clients are present or operate a moving vehicle while holding a wireless communication device such as a cell phone.

10. Reporting Obstacles to Practice:

Drivers:

- Shall assess at all times their ability to drive. Drivers with any reservations about their competency must immediately notify the company owner or dispatcher who will then notify the Brokerage. The driver will offer to withdraw without threat of retaliation.

11. Ethical Violations:

Drivers:

- Shall immediately withdraw from encounters they perceive as violations of this Code. Any violations of the Code of Professional Conduct may result in suspension or termination.

12. Appropriate, Professional Assistance

Commercial drivers shall exit the vehicle to open and close vehicle doors for passengers.

All Drivers:

- Shall provide assistance as necessary to or from the main door of the place of destination.
- Shall assist passengers in being seated, including the fastening of the seat belt when necessitated by the Client's condition.
- Shall confirm that: Passengers are properly secured in their seat belts; wheelchairs are properly secured to the vehicle and passengers in wheelchairs are properly secured in their chairs before the vehicle proceeds.
- Shall provide an appropriate level of assistance to Clients when requested, or when necessitated by the Client's mobility status and personal condition, including passage up and down stairs, without placing the Client or driver's personal health and safety in danger.
- Shall provide support and direction to passengers as required by the Client's mobility status and physical condition. If appropriate, drivers will assist mobility limited persons on and off vehicles using the wheelchair lift. Drivers will also assist with the stowage and transport of mobility aids.

13. Contract Requirements:

- Drivers will comply with all driver conduct requirements listed in the contract with HSC

**THIS CODE APPLIES TO ALL PERSONS PROVIDING TRANSPORTATION SERVICES
AND MUST BE COMPLIED WITH AT ALL TIMES.**

(Driver's Signature)

(Date)

Exhibit I-E: Passenger Code of Conduct

Human Services Council Transportation Services Brokerage Passenger Code of Conduct

1. Riders must be ready to go at their scheduled pickup time. You are allowed a 5-minute grace period. Remember that drivers may arrive 15 minutes before or 15 minutes after a scheduled pick-up time.
2. If you miss your ride because you are not ready, cancelled your transportation at the door, or for any reason chose not to go with your transporter, you will be considered a “No Show”.
3. If you are a “No Show”, you will receive a letter from the Transportation Services Brokerage informing you of this. Anyone who receives three “No Show” letters within a three-month period will have door-to-door transportation privileges suspended for three months. The Non-Emergency Medical Transportation Program can still offer gas vouchers or bus transportation services even after three no-shows. The Employment and Reserve-A-Ride Transportation Programs cannot offer gas vouchers.
4. Be respectful of the driver and other riders. Do not disturb, harass or threaten others with loud intimidating comments, unsafe activities or other inappropriate behavior.
5. Eating is not allowed in any vehicle. You may have water in a closed container only.
6. No smoking or consumption of alcohol, non-prescribed narcotics or other controlled substances while in transport.
7. No stops en route are allowed, unless medically necessary or approved in advance by the transportation brokerage.
8. The transport is to be used for the intended scheduled purpose only e.g. medical appointment, job interview or employment. If the appointment or work schedule changes, you cannot use the ride for any other purpose. Transport knowingly used for non-covered services constitutes fraud and could result in suspension of transport privileges.
9. Keep conversations with the driver and other passengers to a minimum. Do not share personal information with the driver or other passengers. Information that you share with the driver or other passengers cannot be guaranteed to remain confidential.
10. Weapons of any kind, with or without a permit, are not allowed.
11. Riders who do not follow these guidelines could lose their door-to-door transportation privileges for three months. Repeated violations by Employment or Reserve-A-Ride Transportation clients may result in permanent loss of door-to-door transportation services.
12. For the Non-Emergency Medical Transportation Brokerage, Medicaid clients have a right to a formal review by the Transportation Services Brokerage and the right to a HCA Fair Hearing if they do not agree with a decision the Transportation Brokerage makes which limits or denies them transportation.

Revised: 01/01/2011

MEDICAID TRANSPORTATION PROVIDER DISCLOSURE STATEMENT

I. TRANSPORTATION PROVIDER	
Transportation Provider Name (Legal Name):	Federal Tax ID (SSN/FEIN):
Doing Business As (dba):	National Provider Identifier (NPI) if applicable:

II. INDIVIDUALS WITH OWNERSHIP INTEREST		
List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the Transportation Provider listed in Section I. Attach additional pages as necessary.		
First Name:	Last Name:	Date of Birth:
Social Security Number:	Start Date:	Ownership Percentage:
Street Name and Number, Suite, Apartment, Room, etc :		
City:	State:	Zip Code:
If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the Transportation Provider listed in Section I, list related individual(s):		
First Name:	Last Name:	Relationship:
First Name:	Last Name:	Relationship:
First Name:	Last Name:	Date of Birth:
Social Security Number:	Start Date:	Ownership Percentage:
Street Name and Number, Suite, Apartment, Room, etc :		
City:	State:	Zip Code:
If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the Transportation Provider listed in Section I, list related individual(s):		
First Name:	Last Name:	Relationship:
First Name:	Last Name:	Relationship:

III. MANAGING EMPLOYEES and OTHER CONTROLLING INTERESTS		
List each managing employee and other controlling interests (e.g. members of a board of directors or officer) of the Transportation Provider listed in Section I. Attach additional pages as necessary.		
First Name:	Last Name:	Date of Birth:
Social Security Number:		Start Date:
Street Name and Number, Suite, Apartment, Room, etc :		
City:	State:	Zip Code:
If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the Transportation Provider listed in Section I, list related individual(s):		
First Name:	Last Name:	Relationship:
First Name:	Last Name:	Relationship:
First Name:	Last Name:	Date of Birth:
Social Security Number:		Start Date:
Street Name and Number, Suite, Apartment, Room, etc :		
City:	State:	Zip Code:
If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the Transportation Provider listed in Section I, list related individual(s):		
First Name:	Last Name:	Relationship:
First Name:	Last Name:	Relationship:
First Name:	Last Name:	Date of Birth:
Social Security Number:		Start Date:
Street Name and Number, Suite, Apartment, Room, etc :		
City:	State:	Zip Code:
If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the Transportation Provider listed in Section I, list related individual(s):		
First Name:	Last Name:	Relationship:
First Name:	Last Name:	Relationship:

I. ORGANIZATIONS WITH OWNERSHIP OR MANAGEMENT INTEREST		
List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership of 5% or more in the Transportation Provider listed in Section I. Attach additional pages as necessary.		
Organization Name (Legal Name):	Federal Tax ID/FEIN:	(check one) <input type="checkbox"/> Ownership interest <input type="checkbox"/> Management interest
Doing Business As (dba):	Start Date:	Ownership Percentage:
Primary Business Street Address:		
City:	State:	Zip Code:
Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address		
Mailing Address:		
City:	State:	Zip Code:
Business Locations for the disclosed organization, if different from Primary Business Address		
Street Name and Number, Suite, Room, etc:		
City:	State:	Zip Code:
Organization Name (Legal Name):	Federal Tax ID/FEIN:	(check one) <input type="checkbox"/> Ownership interest <input type="checkbox"/> Management interest
Doing Business As (dba):	Start Date:	Ownership Percentage:
Primary Business Street Address:		
City:	State:	Zip Code:
Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address		
Mailing Address:		
City:	State:	Zip Code:
Business Locations for the disclosed organization, if different from Primary Business Address		
Street Name and Number, Suite, Room, etc:		
City:	State:	Zip Code:
II. CRIMINAL OFFENSES		
List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the Transportation Provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.		
Name and Title:	SSN/TIN	Date of Birth
Address		

III. SUSPENSION OR DEBARMENT		
<p>Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a subcontractor seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.</p> <p>Have you, any of your employees, or any individual who has an ownership or controlling interest of the Transportation Provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XX services programs? If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov</p>		
Name and Title:	SSN/TIN	Date of Birth
Address		
Name and Title:	SSN/TIN	Date of Birth
Address		

IV. SIGNATURE
<p>Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.</p>
Name of Individual Completing this Form:
Title of Individual Completing this Form:
Signature of Individual Completing this Form:
Date:

SELF-DISCLOSURE STATEMENT AND CRIMINAL HISTORY BACKGROUND CHECK AUTHORIZATION

TO: Human Services Council (HSC); and
Health Care Authority (HCA), State of Washington

PRINT YOUR NAME: _____

Please answer each of the following questions. If your answer is "Yes" to any of the questions below, please give details. Provide the date, the crime and/or findings, and in what state or country the crime was committed.

Have you ever been:

1. Convicted of any crime? Yes No
2. Found to have sexually assaulted, physically abused, or exploited a child or adult? Yes No
3. Found to have violated a protection order or restraining order? Yes No
4. Sanctioned by a disciplinary board (professional licensing board) or by agreed order had your license suspended, revoked or denied for sexual or physical abuse, neglect or exploitation of a minor or adult? Yes No

Details _____

I understand that if any of the information provided above is found to be false, it may preclude me from providing services to HCA clients.

This document is signed and sworn to under penalty of perjury. I certify that the above information is true and correct. My signature below authorizes (*Transportation Company*)

_____ to obtain name and fingerprint-level criminal background checks. These records are required for the purpose of obtaining information as to whether there are any disqualifying convictions or negative actions on my record, per the Washington State Secretary's List of Crimes and Negative Actions, which would preclude me from providing transportation services under contract with HSC. I understand that the results of these criminal background checks will be kept in total confidence and may be released to or reviewed by HSC and/or HCA when monitoring contract compliance.

Signature of person to be checked

Date

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A. PURPOSE

The purpose of this document is to establish standard terms and conditions of all agreements between the Human Services Council (HSC) and all Transportation Providers for services funded in whole or in part by or through HSC.

B. DEFINITIONS

“Agreement” means the written contract in its entirety to which Section II is incorporated, and includes the major sections listed on the cover page and any referenced attachments or incorporations.

1. “ADA” means Americans with Disabilities Act of 1990 including any and all updates.
2. “Allocable Costs” means costs that are chargeable or assignable to a particular cost objective, in accordance with the relative benefits received from those costs.
3. “Allocation” means the maximum amount, if applicable, of HSC-administered funds that are available to Transportation Provider under this Agreement.
4. “Allowable Costs” means costs that are necessary and reasonable for proper and efficient performance of this Agreement.
5. “CFR” means the Code of Federal Regulations which refers to the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government
6. “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential information includes, but is not limited to, Personal Information.
7. “Contract or Agreement” means the entire written agreement between HSC and the Transportation Provider including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. Email or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original. The agreement creates a mutually binding legal relationship and obligates either or both parties to perform.
8. “Contract Instruction” refers to a formal change to the vendor contract/agreement as issued by HSC.
9. “Contracts Office” means primary location for distribution and receipt of contracts related information and materials. Physical address is 201 NE 73rd Street, Suite 101, Vancouver, WA 98665.
10. “Contract Officer” means the person designated by HSC to administer this Agreement on behalf of HSC. The term includes, except as otherwise provided in this Agreement, an authorized representative of the Contract Officer acting within the limits of his or her authority.

11. “Cost Reimbursement” means an agreement under which Transportation Provider’s actual reimbursable costs incurred during the contract period determine Transportation Provider’s allocation. Reimbursement on a cost reimbursement basis is per a negotiated line-item budget.
12. “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.
13. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
14. “Federal Financial Assistance” means any funding from a federal source subject to the Single Audit Act or covered by OMB Circulars or both. Included are federal funds provided in the form of grants, contracts, loans, loan guarantees, property, cooperative Agreements, interest subsidies, insurance, or direct appropriations. It also includes awards received directly from Federal agencies or indirectly through other units of state and local governments. It does not include direct federal cash or cash equivalent assistance to individuals or payment for vendor services.
15. “Fee for Service” means provider is paid a set amount for the services provided.
16. “Fixed Price” means a type of contract where the price is preset and invariable, regardless of the actual cost to the Transportation Provider.
17. “HIPAA” means the Health Information Portability and Accountability Act of 1996, as codified at 42 USC 1320d.
18. “HSC” means the Human Services Council.
19. “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.
20. “Insured” means a person or entity that is covered or protected by an insurance policy.
 - a. Additional Insured – a person or entity that is covered by an insurance policy but is not the primary insured.
 - b. Named Insured – a person or entity designated in an insurance policy as the one covered by the policy.
22. “Monitoring or Assessment” means both formal and informal procedures used to observe and verify the provision of services and other requirements under this Agreement.
23. “PHI (Protected Health Information)” means any information about an individual created or received by a Business Associate, on behalf of a Covered Entity for a function covered by HIPAA, that relates to the provision of health care to, the physical or mental health or condition of, or payment for health care on behalf of that individual.

24. “PSA” means Washington State’s Planning and Service Region 6C, served in part by HSC. Clark, Cowlitz, Wahkiakum, Klickitat, and Skamania Counties comprise this area.
25. “Performance-Based Contract” means an agreement under which Transportation Provider is reimbursed upon attainment of specific outcomes. Reimbursement is negotiated based on cost information provided by Transportation Provider.
26. “Personal Information” means information that is 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.
27. “Physically Secure” means that access is restricted through physical means to authorized individuals only.
28. “Program Agreement” means an agreement between the Transportation Provider and HSC containing special terms and conditions, including a statement of work to be performed by the Transportation Provider and payment to be made by HSC.
29. “Program Income” means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award. Program income includes but is not limited to income from fees for services performed, voluntary donations of service recipients, use of rental of real or personal property acquired under federally funded projects, sale of commodities or items fabricated under an award, license fees, royalties on patents and copyrights, and interest on loans made with award funds. A vendor or a sub recipient may generate program income.
30. “Program Instruction” means a formal change to the program/services covered under the contract/agreement as issued by a federal, state or local government agency.
31. “RCW” means the Revised Code of Washington. All references in the Contract 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/>.
32. “Regulation” means any federal, state, or local regulation, rule or ordinance.
33. “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 filing cabinets) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
34. “Single Audit” means a financial, internal, and compliance audit completed on an entity as a whole. It encompasses all financial activities of the organization.
35. “Shall/May” Shall is mandatory, may is permissive.

36. “Subcontractor” means any person, partnership, corporation, association, or organization not employed by Transportation Provider, but who performs all or a portion of the services under this Agreement under a separate agreement with Transportation Provider.
37. “Transportation Provider” means any organization, partnership, corporation, association, public or private nonprofit agency, or person that is not employed with HSC that is under contract with HSC to perform specific services or to undertake a specific project.
38. “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; (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 communication with that Network.
39. “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.
40. “Vendor” means a contractor who is a dealer, distributor, merchant, or other seller providing goods or services required for the conduct of a state or federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the state or federal program. General characteristics of a vendor are that the contractor:
- a. Performs the scope of work as defined by the awarding agency, which defines what it is “buying”;
 - b. Provides the goods and services within normal business operations;
 - c. Provides similar goods or services to many different purchasers, and competes with others to offer goods and services;
 - d. Does not generally provide service on a cost-reimbursement basis;
 - e. Operates in a competitive environment, with contracts awarded through a competitive bid or other procurement process;
 - f. Provides goods or services that are ancillary to the operation of the Federal program; and
 - g. Is not directly subject to compliance requirements of the Federal program.
41. “WAC” means Washington Administrative Code. All references in this Contract to the WAC chapters or sections shall include any successor, amended, or replaced regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

42. “Written Notice” means notice submitted by one party to the other party by personal delivery with a signed receipt, via certified mail, or email with read receipt.
43. “WSIIA” means Washington State Industrial Insurance Act.

C. RELATIONSHIP OF THE PARTIES

1. Status of Transportation Provider:

Transportation Provider will provide services as an “independent contractor” and is not an employee or agent of HSC or any government agency for which services are provided. Transportation Provider has no express, implied, or apparent power or authority to act, represent, or bind HSC, or any government agency for which services are provided. This Agreement does not create an agency, partnership, joint venture or any other form of legal association between the parties. Transportation Provider is not entitled to any plans or arrangements for distribution of the benefits that HSC may provide to its regular employees, including but not limited to Social Security, unemployment compensation, state industrial insurance or workers' compensation, retirement membership or credit, pension benefits, or any other similar act or benefit wherein coverage is based upon an employer/employee relationship.

2. Transportation Provider Authority and Capacity:

Transportation Provider represents to HSC that it has the legal authority to enter into and perform under this Agreement. Transportation Provider warrants that it validly executes and delivers this Agreement, and that any person who executes this Agreement or any amendment to this Agreement, or who represents Transportation Provider or both, has the legal authority to represent and bind Transportation Provider to this Agreement. At HSC’s request, Transportation Provider will provide copies of supporting or authorizing documentation referenced in this subparagraph, including but not limited to minutes and resolutions.

- a. If Transportation Provider is a corporation, Transportation Provider represents to HSC it is a validly existing corporation, organized and in good standing under the laws of the State of Washington and the United States.
- b. Transportation Provider represents to HSC it has the authority and capacity to develop and carry out programs pursuant to this Agreement.

3. Subcontracting and Assignment:

Transportation Provider shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of HSC. Transportation Provider shall not assign or transfer any claim arising under this Agreement.

- a. When HSC gives written consent to Transportation Provider to subcontract to another party, Transportation Provider shall not subcontract with any party that has been debarred, suspended, excluded or is ineligible for participation in federal assistance programs listed

in “Parties Excluded from Federal Procurement and/or Non-Procurement Programs.” This list is available at www.epls.gov

- b. When HSC gives written consent to Transportation Provider to subcontract to another party, Transportation Provider shall attempt to contract with Minority and Women-Owned Business Enterprises (MWBE).

4. Changes and Amendments to the Agreement:

- a. Modification of this Agreement shall be in writing. This Agreement is amendable to reflect changes in:
 - (1) The Statement of Work;
 - (2) Appropriations to services;
 - (3) Changes in market prices;
 - (4) Changes in reimbursable costs; or
 - (5) For the reasons stated in paragraphs C5b through C5e of the Standard Terms and Conditions.
- b. HSC reserves the right to renegotiate the terms and conditions of this Agreement at any time. Changes in cost reimbursement rate, fee-for-service, or allocations, whether the change is proposed by Transportation Provider or HSC, may be considered at the discretion of HSC.
- c. Bilateral Amendments: HSC and Transportation Provider may agree to a bilateral amendment to this Agreement. A bilateral amendment is appropriate when:
 - (1) Adding new service;
 - (2) Changing the amount or substance of work under this Agreement;
 - (3) Extending the period of performance; or
 - (4) Finalizing changes to settlement pursuant to an appeal or termination of Agreement.
- d. Unilateral Amendments:

HSC reserves the right to make changes to this Agreement when circumstances or relevant laws or rules require. If such changes cause an increase or decrease in the cost or time required for the performance of this Agreement, an equitable adjustment to contract price or period of performance or both may be made at Transportation Provider’s written request. Transportation Provider shall make this request within thirty (30) calendar days of the effective date of the change to the HSC Contracts Office.

5. Notifications:

a. Official Notifications

The parties shall provide all official notifications referenced in this Agreement via “written notice,” submitted by one party to the other party by personal delivery with a signed receipt, via certified mail, or email with read receipt. All official notifications shall be sent to the respective addressees identified as the contract officer for each party. If Transportation Provider changes its address and fails to notify HSC, Transportation Provider is deemed to have received “written notice” when such notification is mailed by certified mail by HSC to the last known address listed in this Agreement. Therefore, it is Transportation Provider’s responsibility to notify HSC of any changes in its address.

b. Transportation Provider shall notify HSC in advance of any changes in its operation that are material to its performance of this Agreement. Such changes include but are not limited to:

- (1) Information submitted to HSC in response to a Request for Proposal; or
- (2) Information provided to HSC by Transportation Provider in the Pricing Proposal, contract budget, or Transportation Provider Profile section of this Agreement.

c. Transportation Provider shall notify HSC fourteen (14) calendar days before changes in service hours or availability.

d. Transportation Provider shall notify HSC of any unusual occurrence. An “unusual occurrence” includes but is not limited to an incident of observed, reported, or suspected client abuse; any accident involving a client; a client injury; or damage or loss of client property. Specific program standards and the severity of the incident will guide to whom Transportation Provider will report the unusual occurrence. Transportation Provider will maintain written records of unusual occurrences.

e. Public Notifications

Transportation Provider must submit all public materials, public announcements, press releases, etc., to HSC for review and approval prior to public release.

6. Order of Precedence:

Any inconsistency identified in this Contract, including referenced attachments and other items incorporated by reference, shall be resolved by giving precedence in the following order:

- a. The laws of the United States, and of the State of Washington and its lawful subdivisions.
- b. The Standard Terms and Conditions of this Agreement.

- c. The Statement of Work included in this Agreement.
- d. These Special Terms and Conditions.
- e. Program or Contract instructions or amendments issued pursuant to this Agreement.
- f. Such portions of the Transportation Provider's application or procurement materials or both as incorporated into this Agreement.
- g. Terms or Conditions that are more restrictive, specific, or particular than those contained in the Standard Terms and Conditions shall not be construed as being inconsistent or in conflict.

7. Conformance:

If any provision of this Agreement violates any statute or rule of law of the State of Washington, it will be considered modified to conform to that statute or rule of law.

8. Survivability:

Certain terms and conditions contained in the Standard Terms and Conditions, including but not limited to paragraphs C10; G3; I1; I4; J3; K; and L, survive the expiration or termination of this Agreement. Terms or conditions that by their sense and context should survive the expiration or termination of this Agreement do so survive.

9. Waiver of Default:

Waiver of default or waiver of breach of a provision shall not be deemed a waiver of any subsequent default, and shall not be construed to be a modification of the terms of this Agreement.

10. Governing Law and Venue:

The laws of the State of Washington govern this Agreement. Clark County, Washington is the venue for any lawsuit involving this Agreement.

D. TRANSPORTATION PROVIDER COMPLAINTS AND GRIEVANCES

Upon receipt of a written complaint or grievance, a representative from HSC's Contract Office will contact the Transportation Provider to establish a time to meet and discuss the complaint or grievance and to seek resolution before the complaint or grievance rises to the level of being a formal dispute. The procedure for making a formal complaint or grievance is set forth in paragraphs D1 and D2 herein.

1. Complaints:

To file a complaint, Transportation Provider shall submit to HSC's Contracts Office a written expression of dissatisfaction with a condition, action, or decision rendered by HSC or its staff within ten (10) business days. The complaint shall state with specificity the condition, action, or decision HSC rendered, the date of such condition, action, or decision, Transportation Provider's basis for contesting HSC's condition, action, or decision, and Transportation Provider's recommendation for an alternative condition, action, or decision.

2. Grievances:

To file a grievance, Transportation Provider shall submit to HSC's Contracts Office a written notice that Transportation Provider disagrees with a termination or denial, or any decision of HSC as to Transportation Provider performance within ten (10) business days. The grievance shall state with specificity the date of the termination or denial or HSC's decision as to Transportation Provider's performance, Transportation Provider's basis for contesting HSC's termination or denial or decision as to Transportation Provider's performance, and Transportation Provider's recommendation for an alternative solution.

E. CONTRACT DISPUTES

A dispute arises when a grievance or complaint is not resolved informally, or may materially affect performance by either party or both. If the above outlined Complaint or Grievance process does not result in satisfactory resolution the Transportation Provider may submit a Contract Dispute to HSC's Executive Director, the Official Contracts Officer.

The amount of any rate or term set by law, regulation, or government program for which services are being provided under this Contract is not disputable.

A formal Contract Dispute must be made in writing to the HSC Executive Director within ten (10) business days of receipt of the Contracts Department's written response to the above noted Complaint or Grievance. The HSC Executive Director is responsible for the resolution of any dispute arising under this Agreement. The HSC Executive Director will review all information received through the Complaint or Grievance process and may gather additional information pertinent to the Contract Dispute before issuing a final decision to the Transportation Provider in writing within fifteen (15) business days.

The decision of the Executive Director is final unless Transportation Provider appeals in writing to HSC's Board of Directors within thirty (30) days of the Executive Director's decision. The appeal shall state with specificity the date of the decision the Transportation Provider is appealing, the decision that is being appealed, the Transportation Provider's basis for contesting the decision, and Transportation Provider's alternative solution. The Board of Directors shall also issue a written decision and forward a copy to Transportation Provider within no more than sixty (60) business days. This decision may or may not include an in-person, informal hearing. The decision of the Board of Directors is HSC's final decision.

F. TRANSPORTATION PROVIDER'S DELINQUENCY OR FAILURE TO PERFORM

Delinquency occurs when the contracted product or service, required reports, or other submissions are not delivered on time. Failure to perform is Transportation Provider's nonperformance of a contracted service or under a specific contract term, or performance that does not meet contract or program standards.

1. Process:

If HSC notifies Transportation Provider pursuant to paragraph C5a of this Agreement of any delinquency or failure to perform under any term of this Agreement, Transportation Provider shall respond within the timeframe specified in such notice with the reason for the delinquency or failure to perform, or evidence of any required corrective action or both. Once Transportation Provider has formally replied, HSC shall evaluate its options and determine if the corrective actions proposed or undertaken are satisfactory, or if additional corrective measures must be undertaken or if termination of this Agreement is in HSC's best interest. Any absence of notice from HSC to Transportation Provider of its failure to fulfill any term or condition of this Agreement will not waive or excuse such delinquency. HSC's authorization to continue performance does not constitute a waiver of HSC's right to terminate for default or any other rights provided in this Agreement, under state or federal law, or under the rules, regulations, standards, or criteria promulgated to govern the services or products contracted for in this Agreement.

2. Sanctions:

HSC reserves the right to take any of the following actions pertaining to any Transportation Provider delinquency or failure to perform by:

- a. Bringing the deficiency to the attention of Transportation Provider in writing, and requiring a written response that includes but is not limited to any corrective action taken or planned, with specific dates for implementing and completing such corrective action;
- b. Disallowing payment for non-compliance under the provisions of this Agreement;
- c. Withholding payment under the provisions of this Agreement until satisfactory performance is demonstrated;
- d. Suspending the Agreement;
- e. Terminating the Agreement for default; or

3. Suspension:

HSC may suspend this Agreement in whole or in part when Transportation Provider is delinquent or has failed to perform under this Agreement. Suspension means temporary withdrawal of Transportation Provider's authority to provide the services or products as contracted for under this Agreement, earn funds, or be paid, or any combination of these three remedies.

- a. The notice of suspension shall state the reasons for the suspension and any corrective action required of Transportation Provider. Suspension shall take effect ten (10) business days after delivery of this notice. However, if HSC determines that clients' health or safety or

both may be at risk, HSC has the right to immediately suspend Transportation Provider upon delivery of notice.

- b. After receipt of notice of suspension, and except as otherwise directed by the Contract Officer, Transportation Provider shall:
 - (1) Stop work under the Agreement on the date and to the extent the notice specifies;
 - (2) Stop placement of further orders or subcontracts for materials, services, or facilities except as may be necessary for the completion of such portion of the work under the Agreement as if not suspended;
 - (3) Perform only within the parameters authorized by HSC's Contract Officer; and
 - (4) Not accrue expenses for such part or parts of the work suspended. If Transportation Provider does accrue expenses for work suspended under this paragraph F3, Transportation Provider shall be solely responsible for paying such expense with no recourse to HSC for reimbursement or other payment for such expenses.

G. TERMINATIONS

1. Terminations:

This Agreement may be terminated in whole or in part by either party upon thirty (30) calendar days' written notice to the other party, unless otherwise noted in the subsections below, if the terminating party has determined it is in such party's best interest to terminate this Agreement. The meaning of "best interest" as used in this paragraph G1 includes but is not limited to a change in circumstances that materially affects a party's ability to meet the obligations specified in this Agreement or to meet rules, regulations, standards, or criteria established by the state of Washington, the federal government, or HSC to govern the services and products furnished under this contract. In addition to this general right to terminate this contract, certain other termination rights are specified herein in paragraphs G1a through G1d, in paragraphs H1, H2, and I3.

The termination procedures listed in paragraph G2 shall be followed for any termination of this Agreement under any paragraph of this Agreement allowing for termination.

HSC is liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

- a. Either party may terminate this Contract in whole or in part when it is in the best interest of that party by providing the other party with at least thirty (30) calendar days written notification that it is initiating the termination procedure as provided in paragraph G2, Termination Procedures.
- b. HSC or Transportation Provider Non-Renewal

If HSC or the Transportation Provider intend to not renew the Agreement upon its expiration, either party must provide the other party with thirty (30) calendar days' notice of this intent and provide service through the end of those at thirty (30) days if in compliance with this contract.

c. Termination Due to Change in Funding

HSC reserves the right to terminate this Agreement by providing written notification to Transportation Provider, if state, federal, or other funds are withdrawn, reduced, limited, or modified. Such written notification may provide for immediate termination of this Agreement or may provide for termination on a date certain or may provide for termination with a specified number of days. Nothing in this paragraph, G1c precludes the parties from renegotiating this Agreement consistent with those new funding limitations and conditions.

d. Terminations for Default

HSC may terminate this Agreement in whole or in part for failure of Transportation Provider to comply with any provision of this Agreement or any state or federal law, rule, regulation, standard, or criteria HSC is required to comply with as an agency providing services and funding for vulnerable and needy populations. HSC further reserves the right to declare Transportation Provider in default and terminate this Agreement if in HSC's sole discretion HSC determines that a change in Transportation Provider's circumstances materially affects HSC's or Transportation Provider's ability to comply with any law, rule, regulation, standard, or criteria established by the state of Washington, the federal government, or HSC to govern provision of services and products under this Agreement. If this Agreement is terminated for default, Transportation Provider may be liable for damages, including but not limited to consequential and incidental damages, legal costs and attorney's fees, and the cost of procuring similar services from another source. Transportation Provider may not be held liable for damages to the extent that it is determined that Transportation Provider was not at fault or not negligent, or that Transportation Provider's default was due to circumstances beyond its control.

2. Termination Procedures:

After Transportation Provider's receipt or provision of written notice of termination, Transportation Provider shall:

- a. Stop work under the Agreement on the date and to the extent the notice specifies;
- b. Stop placement of further orders or subcontracts for materials, services, or facilities, except as may be necessary for the completion of such portion of the work under the Agreement as is not suspended;
- c. Assign to HSC its rights, title, and interest in this Agreement.
- d. HSC has the sole discretion to settle or pay any or all claims arising out of the termination of this Agreement or to require Transportation Provider to settle or pay all outstanding

liabilities and claims arising out of termination. Nothing in paragraph G2d herein prevents HSC from seeking reimbursement from Transportation Provider for any claim HSC settles or pays that arose from the termination of this Agreement or from enforcing HSC's rights pursuant to paragraph II.

3. Payment after Termination:

HSC may pay Transportation Provider the contracted rate for completed work and services accepted by HSC. HSC's Executive Director determines the amount owed to Transportation Provider. HSC shall not pay Transportation Provider for services rendered that violate any part of this Agreement. Neither shall HSC pay Transportation Provider for services rendered or products provided that are not required under this Agreement, unless HSC expressly agrees in writing to pay Transportation Provider for such service or product before such service or product is provided. HSC may pay Transportation Provider for:

- a. Cost reimbursement contract items;
- b. Fee for Service
- c. Work and services only partially completed in compliance with this Agreement; or
- d. Transportation Provider actions to protect and preserve HSC or government property, after notice of termination.

4. Compensation:

Transportation Provider is entitled to compensation for work performed prior to the termination. HSC may withhold any and all amounts due to Transportation Provider to protect HSC and government agencies against any potential loss or damages, such as:

- a. Outstanding liens;
- b. Claims of former lien holders; or
- c. Any additional cost of providing the services that was to have been provided under the terminated Agreement.

H. ASSURANCES

Transportation Provider hereby agrees, assures and certifies the following:

1. Debarment and Suspension:

Transportation Provider certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by HSC, Transportation Provider will complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by Transportation Provider for this Agreement is hereby incorporated

into this Agreement by reference. This assurance is a material representation of fact and prerequisite for entering into this Agreement. Violation of this section is grounds for immediate termination of this Agreement by HSC.

2. Compliance with Applicable Law, Rule, Regulation, Standard, or Criteria:

- a. Transportation Provider will comply with all applicable local, state, and federal laws and regulations, including nondiscrimination.
- b. Transportation Provider will comply with all applicable local, state and federal licensing standards, all applicable accrediting standards, and any other standards or criteria established by governmental agencies or HSC to ensure quality of services. Transportation Provider agrees to maintain on file with HSC current copies of all certifications, licenses, or other approvals to provide services. Failure to comply with such law, rule, regulation, standard, or criteria or to maintain such copies may be grounds for immediate termination or suspension of the Agreement.

I. ADMINISTRATIVE REQUIREMENTS

1. Hold Harmless, Limit of Liability and Indemnification:

- a. Hold Harmless

Each party to this Agreement will be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. Neither party will be responsible for the acts or omissions of entities or individuals not party to this Agreement.

- b. Limit of Liability

HSC will not be responsible for any errors or omissions of Transportation Provider. Limitation of liability includes but is not limited to unintentional, negligent, willful, or intentional mistakes or omissions by Transportation Provider, any employee, officer, board member or agent of Transportation Provider, or of Transportation Provider's subcontractor. Further, HSC will not be responsible for any acts of Transportation Provider that occur during the course of the performance of this Agreement, but that are not related to contracted services. These acts include all acts that may give rise to criminal or civil liability or both.

- c. Indemnification

Transportation Provider will indemnify and hold HSC harmless from all liability resulting from the acts or omissions of Transportation Provider, any employee, officer, board member or agent of Transportation Provider, or of Transportation Provider's subcontractor. Transportation Provider will indemnify HSC to the full extent of Transportation Provider's fault, even if Transportation Provider is found to be less than fifty (50) percent at fault. Damages and amounts for which Transportation Provider will

indemnify HSC include but are not limited to general, compensatory, consequential, and punitive damages; attorney's fees and costs; and fees and any benefits payable to or for any third party's workers' compensation, disability benefits, or other employee benefits acts. Except to the extent of its own fault for liability, there is no obligation for Transportation Provider to indemnify, defend and hold HSC harmless for liability resulting from acts or omissions of HSC, its employees, officers, board members, agents or subcontractors which constitute negligence or an intentional violation of applicable law.

HSC will indemnify and hold Transportation Provider harmless from all liability resulting from the acts or omissions of HSC, any employee, officer, board member or agent of HSC, or of any other HSC subcontractor. HSC will indemnify Transportation Provider to the full extent of HSC's fault, even if HSC is found to be less than fifty (50) percent at fault. Damages and amounts for which HSC will indemnify Transportation Provider include but are not limited to general, compensatory, consequential, and punitive damages; attorney's fees and costs; and fees and any benefits payable to or for any third party's workers' compensation, disability benefits, or other employee benefits acts. Except to the extent of its own fault for liability, there is no obligation for HSC to indemnify, defend and hold Transportation Provider harmless for liability resulting from acts or omissions of Transportation Provider, its employees, officers, board members, agents or subcontractors which constitute negligence or an intentional violation of applicable law.

2. Insurance Requirements:

a. Carrier:

An insurance company authorized to do business within the State of Washington must issue this insurance. Insurance is to be issued by a carrier with a "BEST" rating of A -, Class VII, or better. Any exception to this requirement must be approved by HSC by submission of a copy of the contract and evidence of insurance prior to commencement of this Agreement.

b. Additional Insured:

Transportation Provider's insurance policy or policies must be primary and should indemnify HSC and any government agency for which services are provided. HSC must be named as an additional insured, as specified. The State of Washington must be specifically named as an additional insured on all policies.

c. Separation of Insured:

All insurance policies shall include coverage for cross liability and contain a "Separation of Insured" provision.

d. Provision of Certificate:

Transportation Provider agrees to provide HSC a Certificate of Insurance annually, and whenever changes, renewals or cancellations of such policies occur. Transportation

Provider's failure to provide such insurance documentation to HSC prior to any change or renewal or upon demand may result in the immediate termination or suspension of this Agreement. If this Agreement is suspended or terminated, Transportation Provider is not relieved of any other insurance obligations.

e. **Material Change:**

Transportation Provider and/or Transportation Provider's insurance carrier must give HSC forty-five (45) calendar days advance notice of insurance cancellation or non-renewal. If cancellation is due to non-payment of premium, ten (10) calendar days advance notice of cancellation must be given.

f. **Insurance Coverage Required:**

Transportation Provider will carry and maintain insurance as specified above, unless otherwise specified in the Special Terms and Conditions. All insurance provided in compliance with this Agreement must be primary as to any other insurance or self-insurance programs held by HSC or government agency. Transportation Provider will not provide services under this Agreement prior to submitting a Certificate of Insurance for the required coverage. HSC does not represent that the contract amounts listed below are sufficient to cover any losses Transportation Provider may incur. These amounts must not be construed to relieve Transportation Provider from liability in excess of such limits. Transportation Provider assures that it is insured at a level sufficient to cover its operation.

g. **WSIIA:**

Transportation Provider may claim immunity under the Washington State Industrial Insurance Act, Title 51 RCW, as amended or recodified. This Act should not be construed as a release from its obligation to otherwise indemnify HSC.

3. Nondiscrimination:

Transportation Provider agrees to comply with all applicable regulations of federal and state civil rights and rehabilitation statutes. This expressly includes but is not limited to compliance with the American Disabilities Act of 1990, and all regulations and administrative rules established pursuant to those laws.

4. Conflict of Interest and Ethics:

a. **Conflict of Interest**

Transportation Provider will maintain policies and procedures that avoid both the appearance and the likelihood of a conflict of interest, whether that conflict of interest is actual or potential. Transportation Providers are required to abide by the requirements in HSC's Ethics Policy which includes conflict of interest. Transportation Provider will not engage in any activity that may be deemed a conflict of interest under federal law, state law, or program policy, which includes but is not limited to self-referral or a fiduciary

relationship with any person or organization through which Transportation Provider may indirectly benefit. Transportation Provider must provide written notice to HSC of any actual or potential conflict of interest.

b. Ethics

The Transportation Provider agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by federal assistance and agrees to comply with Chapter 42.52 RCW. The code or standards shall provide that the Transportation Provider's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential Transportation Provider or sub-recipient. The Transportation Provider may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the Transportation Provider's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Transportation Provider's officers, employees, board members, or agents, or by subcontractors. The Transportation Provider must fully comply with all the requirements and obligations of Chapter 42.52 RCW that govern ethics in state and local governments.

- (a) Personal Conflict of Interest. The Transportation Provider's code or standards shall prohibit the Transportation Provider's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the PARTIES set forth below has a financial or other interest in the firm or entity selected for award:
 - 1) The employee, officer, board member, or agent;
 - 2) Any member of his or her immediate family;
 - 3) His or her partner; or
 - 4) An organization that employs, or is about to employ, any of the above.
- (b) Organizational Conflict of Interest. The Transportation Provider's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the work under this Agreement.

c. Penalties for Violation

HSC may terminate this Agreement, in whole or in part, if in its discretion it determines Transportation Provider has violated this section. HSC will not be liable to pay for services if, in providing such services, Transportation Provider has violated this section. In the event this Agreement is terminated in whole or in part for violation of this section, HSC is entitled to pursue all remedies available at law or in equity, including consequential damages, incidental damages, legal fees, and costs.

5. Confidentiality and Release of Information:

a. Personal Information

- (1) Transportation Provider must take all reasonable measures to safeguard and protect disclosure of client/recipient's Personal Information. Transportation Provider must limit access to Personal Information to staff whose duties require access to such information. Transportation Provider assures that its staff members sign notices of nondisclosure prior to employment.
- (2) HSC has the right to revoke an individual's authorization to access clients' Personal Information.
- (3) Transportation Provider will only use or disclose Personal Information to HSC or appropriate authorities for purposes directly connected with the services provided. "Directly connected" purposes include, but are not limited to, determining eligibility; providing services; participating in disputes, fair hearings, and audits; and providing information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies, HSC, and government agencies for which services are being performed. Transportation Provider must not disclose, transfer, or sell information to any party, except as otherwise provided in this Agreement or by law, and only with the prior written consent of the person to whom the Personal Information pertains (or his/her attorney or guardian). Transportation Provider shall obtain written authorization from HSC before disclosing Personal Information to any other party not identified in this section.
- (4) Transportation Provider shall inform HSC when Transportation Provider or its staff no longer needs access to information. At the request of HSC, Transportation Provider shall return or certify the confidential destruction of such information to the requesting party.

b. HIPAA Compliance:

Transportation Provider must take measures to determine its status and to ensure compliance, if necessary, with the Health Insurance Portability and Accountability Act, and cooperate with HSC in any compliance measures.

If the parties determine that any part of the contractual relationship is covered by HIPAA, a written agreement specific to HIPAA compliance will be developed and maintained as an exhibit to this Agreement.

Minimal, contractual requirements of compliance, which HSC does not represent as guaranteeing compliance with the Federal law, include:

- (1) The terms and conditions of this Agreement pertaining to confidentiality and informed consent;
- (2) Protecting Personal Information from unauthorized physical and electronic access; and
- (3) Ensuring documents generated in printed form are properly secured while Transportation Provider is using such documents, and disposed of, destroyed or shredded when this information has been used for its specified purpose, or upon termination of the service to the client, or, if continuous use of the information is necessary throughout the term of this Agreement, within thirty (30) calendar days of the date the contract expires.

6. Minimum Personnel Standards and Policies:

a. Project Staffing

Transportation Provider shall:

- (1) Notify HSC of all primary staff changes within thirty (30) calendar days.
- (2) Collaborate with HSC to provide training to staff to enable staff to carry out the provisions of this Agreement.

b. Private Gain

Transportation Provider shall establish guidelines and procedures restricting its employees and subcontractors from using their positions to receive private gain for either themselves or others.

c. Employee Complaints and Grievances

Transportation Provider shall maintain written internal policies through which employee or subcontractor allegations of discrimination will be investigated and addressed.

d. Alcohol and Drug-Free Workplace

Transportation Provider will maintain a workplace free from alcohol and drug use and abuse.

J. MINIMUM SERVICE REQUIREMENTS

1. Special Safeguards and Accommodation:

Transportation Provider recognizes the wide range of functional abilities of the client populations served and at all times shall take reasonable measures to anticipate any special problems that may arise. Transportation Provider shall also take reasonable measures for its staff and volunteers to anticipate any problems that may evolve in relation to Transportation Provider's activities.

2. Client Abuse:

Transportation Provider shall report all suspected abuse of HSC clients to HSC in accordance with policy. See <http://www.dshs.wa.gov/endharm.shtml> for information on how to report abuse of vulnerable populations directly to HCA, in the event of imminent danger or concerns.

3. Fees and Donations:

- a. Donations cannot be accepted for services funded under Medicaid Title XIX (NEMT).
- b. Fees and donations for other services may be allowable. HSC will work directly with vendors on methods for accepting fees and donations. For questions regarding this instruction please contact the Contracts Office.
- c. Transportation Provider shall accept HSC payment for services as full reimbursement to protect the recipients from pressure to donate.

4. Client Grievance:

If providing direct client service, the Transportation Provider shall establish and maintain a system through which applicants for and recipients of services under this Agreement may present complaints. The procedure shall include written or email notification to the HSC Contracts Office of the complaint within one (1) business day.

K. RECORDS

1. Administrative Record Retention:

Transportation Provider shall maintain back-up copies of relevant records in an appropriate fire/theft/disaster-protected location. During the term of this Agreement and for the term specified within the Special Terms and Conditions of this Agreement Transportation Provider shall maintain and provide copies of records on demand, unless otherwise specified, that:

- a. Substantiate statements of its organizational structure, tax status, capabilities, and performance;

- b. Demonstrate accounting procedures, practices and records that properly document Transportation Provider's invoices to HSC; and
- c. Provide documentation of all expenditures incurred to perform as required by this Agreement.

2. Client Record Retention:

If required under a specific program or service, or other instruction from HSC, Transportation Provider shall maintain and produce copies of complete client records in accordance with government program file maintenance and transfer policies and the requirements above.

3. Right of Inspection:

Transportation Provider shall give reasonable access to its place of business and its records, to HSC and/or its delegates as established by HSC to include any employee or agent of the State of Washington or the United States for the purpose of inspecting Transportation Provider's performance, compliance with, or for quality assurance under applicable laws, regulations, rules, and this Agreement.

L. TREATMENT OF ASSETS

1. Ownership of Created Material:

Material created by Transportation Provider and paid for by HSC as part of this Agreement shall be owned by HSC and considered "works for hire" as defined by the US Copyright Act of 1976. This material includes but is not limited to books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and training materials. Transportation Provider owns material which Transportation Provider uses to perform services under this Agreement but which is not created or paid for by HSC.

2. Ownership of Real Property, Equipment and Supplies Purchased by HSC:

Title to property, equipment, and supplies purchased by HSC and provided to Transportation Provider to carry out the activities of this Agreement shall remain with HSC.

- a. When real property, equipment, or supplies are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, Transportation Provider shall request disposition instructions from HSC.

3. Ownership of Real Property, Equipment and Supplies Purchased by Transportation Provider:

Title to all property, equipment and supplies purchased by Transportation Provider with funds from this Agreement shall vest in Transportation Provider.

- a. When real property or equipment with a per unit fair market value over \$5,000 is no longer needed for the purposes of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, Transportation Provider will request disposition instructions from HSC. If the per unit fair market value of equipment is under \$5,000, Transportation Provider may retain, sell, or dispose of it with no further obligation.
- b. When supplies with a total aggregate fair market value over \$5,000 are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, Transportation Provider will request disposition instructions from HSC. If the total aggregate fair market value of equipment is under \$5,000, Transportation Provider may retain, sell, or dispose of it with no further obligation.

M. MONITORING, REPORTS, AND ASSESSMENTS

Transportation Provider shall follow all instructions for monitoring, reporting and assessments as outlined in the Special Terms and Conditions of this Agreement. HSC may impose special contract conditions if HSC determines that Transportation Provider is financially unstable, has a history of poor performance, or has a management system that does not meet the federal or state standards for program administration. Transportation Provider shall be notified in writing within ten (10) business days of these special conditions, and any required corrective action.

N. PAYMENT AND FISCAL INFORMATION

1. Forms of Agreement:

HSC has four forms of agreement/payment for services. These forms are defined in the definitions in these Standard Terms and Conditions. Any other type of agreement that Transportation Provider has is specified on the Reimbursement Summary/Schedule. Any special requirements flowing from the type of agreement, a funding source, or vendor/sub recipient status are included in the Standard Terms and Conditions. The four forms of agreement/payment defined in the definitions section of the Standard Terms and Conditions, are:

- a. Fee for Service;
- b. Cost Reimbursement;
- c. Fixed Price; and
- d. Performance Based.

2. Maintenance of Accounting Records:

Transportation Provider shall maintain all accounting records in accordance with generally accepted accounting principles and as outlined in the Special Terms and Conditions of this Contract.

3. Reimbursement for Contract Services:

Transportation Provider shall accept HSC contract reimbursement as full reimbursement for services rendered, and shall not charge or accept additional remuneration from anyone for services provided under this Agreement, except as allowed under specific program rules.

4. Payment Provisions:

Transportation Provider shall submit monthly requests for reimbursement to HSC in a form acceptable to HSC and in accordance with requirements specified in the Special Terms and Conditions.

5. Notice of Close of Funding Cycle:

Transportation Providers are provided notice of the close of the fiscal year for each funding cycle.

6. Specific Funding Requirements:

HSC administers a variety of State and Federal funds. Some funding sources require compliance with Office of Management and Budget (OMB) Circulars and the Single Audit Act. The State of Washington also requires specific reporting, monitoring, and cost allocations for any organization receiving particular funds. Transportation Provider is primarily responsible for ensuring its compliance with any federal or state requirements that are outside of the terms of this Agreement.

a. Notices to Transportation Provider

To assist Transportation Provider in meeting any fiscal and programmatic compliance requirements, Transportation Provider will be notified, in the Special Terms and Conditions, of:

- (1) Vendor/Sub Recipient Status;
- (2) HSC's audit requirement determination;
- (3) Catalog of Federal Domestic Assistance (CFDA) numbers; and
- (4) Any specific reporting, allocation, matching, or cost information.