TRADING PARTNER AGREEMENT
BETWEEN
STATE OF WASHINGTON HEALTH CARE AUTHORITY
AND
SUBMITTER

This Trading Partner Agreement (the "Agreement") is entered into as of the effective date by and between Submitter ("Submitter") and the state of Washington Health Care Authority ("HCA"), collectively "the Parties."

This Agreement is a trading partner agreement as defined by 45 CFR 160.103 and sets forth the terms and conditions which will govern all Electronic Data Interchange (EDI) communications between the parties by electronic transactions in agreed-upon formats as a means of accomplishing their business objectives for the mutual benefit of the Parties and compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

RECITALS

HCA is the state of Washington government agency responsible for administering certain state and federal social and health care services programs including, without limitation, the Medicaid program and as such is a covered entity under HIPAA;

Submitter is a covered entity or is a business associate under a Business Associate Agreement with a covered entity;

Submitter wishes to participate in Electronic Data Interchange with HCA;

Submitter agrees to perform certain functions or activities as required by HCA in accordance with HIPAA transaction standards;

Submitter agrees to conduct these transactions according to the limitations set forth in this Agreement;

HCA is willing to exchange data in electronic transactions with Submitter subject to HIPAA and the terms and conditions identified in this Agreement and subject to the terms and conditions of all other applicable written agreements between HCA and Submitter, if any;

Each party is or will be equipped at its own expense with an operating system (including equipment, software, and trained personnel) necessary for successful electronic data transmission and exchange; and

Each party agrees to ensure the confidentiality and security of the data exchanged.

Therefore, in consideration of the foregoing premises and the mutual promises and covenants as set forth below, the Parties agree as follows:

1. **Definitions.** The following terms as used throughout this Agreement shall have the meanings as set forth below:

   "Business Associate" has the same meaning as defined in 45 CFR 160.103.

"Business Associate Agreement" has the same meaning as defined in 45 CFR 160.103.

"CFR" means the Code of Federal Regulations.

"Code Set" has the same meaning as defined in 45 CFR 162.103.

"Companion Guide" means the HCA Companion Guide, which supplements the CMS Implementation Guide(s) and provides information about and requirements for the exchange of electronic data with HCA. HCA may update the Companion Guide from time to time. The Companion Guide that is current on the effective date of the Agreement and all updated versions subsequent to the effective date and during the life of the Agreement, by this reference, are made a part of this Agreement, as though completely set forth herein. Failure of Submitter to comply with any Companion Guide requirement(s) will constitute default of a material obligation of the Agreement under Section 11.1.

"Covered Entity" has the same meaning as defined in 45 CFR 160.103.

"Data Condition" has the same meaning as defined in 45 CFR 162.103.

"Data Element" has the same meaning as defined in 45 CFR 162.103.

"DHHS" means the United States Department of Health and Human Services.

"Disclosure" has the same meaning as defined in 45 CFR 160.103.

"Effective Date" means the effective date of this Agreement is the date of its execution by HCA.

"Electronic Data Interchange" or **"EDI"** means the electronic transfer of information via a Standard Transaction between trading partners.

"Electronic Data Transaction Standards and Code Sets" means the standards authorized by Sections 1171 through 1179 of the Social Security Act, Title 45 of the CFR, and adopted in the FR for electronic transactions and for code sets to be used in those transactions, as well as the requirements concerning the use of those standards.

"FR" means the Federal Register.

"HCA Clients" means individuals eligible to receive covered social and/or healthcare services.

"HCA Provider" means a health care or social services provider enrolled and under a Core Provider Agreement or other agreement with HCA to provide health or social services to HCA Clients.

"Health Care" has the same meaning as defined in 45 CFR 160.103.

"Health Information" has the same meaning as defined in 45 CFR 160.103.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and its attendant regulations as promulgated by the U.S. Department

of Health and Human Services ("HHS"), the Centers for Medicare and Medicaid Services ("CMS"), the Office of the Inspector General ("OIG"), and the Office for Civil Rights ("OCR").

"Implementation Guide" means the specific DHHS instructions for implementing a standard.

"Implementation Specification" has the same meaning as defined in 45 CFR 160.103.

"Maximum Defined Data Set" has the same meaning as defined in 45 CFR 162.103.

"Protected Health Information" or **"PHI"** has the same meaning as defined in 45 CFR 160.103.

"Segment" has the same meaning as defined in 45 CFR 162.103.

"Standard" has the same meaning as defined in 45 CFR 160.103.

"Standard Transaction" has the same meaning as defined in 45 CFR 162.103.

"State" means the state of Washington.

"Subcontractor" means a person, partnership, or company, not in the employment of or owned by Submitter, which performs services for the Submitter under a separate agreement with or on behalf of Submitter and which may have access to health information exchanged under this Agreement.

"Submitter" means the undersigned "Submitter".

"Transaction" has the same meaning as defined in 45 CFR 160.103.

"Use" has the same meaning as defined in 45 CFR 160.103.

2. **Applicability.** This Agreement applies to all transactions between the Parties that are covered by HIPAA.

3. **Submitter Provisions.** Submitter agrees to comply with all state and federal law, rule, regulation and policy applicable to the Agreement, including without limitation HIPAA, Sections 1171 through 1179 of the Social Security Act, Title 45 of the CFR (including without limitation Parts 160, 162, and 164), all applicable FR, the Electronic Data Transaction Standards and Code Sets, the HIPAA Implementation Guides, and the Companion Guide and further agrees:

   3.1. At all times during the life of the Agreement and in performing all activities under the Agreement, the Submitter shall be responsible for adhering to the version of the Companion Guide that is current at the time it performs such activity. Failure of Submitter to comply with any Companion Guide requirement(s) constitutes default of a material obligation of the Agreement under Section 11.1.

   3.2. Data must be exchanged between the Parties only using the Electronic Data Transaction Standards and Code Sets.

3.3. Submitter shall comply at all times with the requirements concerning the use of the Electronic Data Transaction Standards and Code Sets.

3.4. Submitter shall not change the definition, data condition, or use of a data element or segment in a standard transaction per 45 CFR 162.915(a).

3.5. Submitter shall not add any data elements or segments to the maximum defined data set per 45 CFR 162.915(b).

3.6. Submitter shall not use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s) per 45 CFR 162.915(c).

3.7. Submitter shall not change the meaning or intent of the standard's implementation. specification(s) per 45 CFR 162.915(d).

3.8. HCA shall not be obligated to respond to and at its sole discretion may reject a transaction that does not comply with the requirements identified in the Agreement.

3.9. Submitter shall submit eligibility inquiries only for the sole purpose of verifying patients' eligibility for services in accordance with, and subject to, the requirements and limitations identified in the Companion Guide, including but not limited to the transaction size and daily volume limits identified therein, if any. Failure of Submitter to comply with this section will constitute default of a material obligation of the Agreement under Section 11.1.

3.10. Submitter agrees and understands that there exists the possibility that HCA or others may request an exception under 45 CFR 162.940 from the uses of a standard in the Electronic Data Transaction Standards and Code Sets, in whole or in part. If this occurs, Submitter agrees that it will cooperate with HCA in requesting an exception and will participate in any test of proposed modifications to the standard in which HCA is participating.

4. **Testing.** EDI testing will be as described in the Companion Guide and according to the schedule identified therein. Submitter agrees to comply with requirements, scheduling, and responsibilities for testing as detailed in the Companion Guides to HCA's satisfaction before production transaction files will be exchanged. Submitter agrees to bear the costs of this testing and to hold HCA harmless for any damages caused by Submitter's failure to test.

5. **Deficiencies.** Submitter agrees to cure errors or deficiencies in transactions identified by HCA, and errors or deficiencies in transactions identified by another impacted entity. If Submitter is a Business Associate of a covered entity, Submitter agrees to communicate deficiencies and other pertinent information properly regarding electronic transactions to HCA Providers for which they provide Business Associate services.

6. **Code Set Retention.** Both Parties agree to comply with the Code Set retention requirements identified in 45 CFR 162.925(c)(2).

7. **Trade Data Log.** Submitter shall establish and maintain a trade data log, which will record all data transmissions taking place between the Parties, and must be retained by Submitter for no less than 24 months following the date of the data transmission. The trade data log

may be maintained on computer media or other suitable means provided that, if requested by HCA, or if necessary to respond to the DHHS Center for Medicare & Medicaid Services ("CMS") or other governmental oversight agencies, the information contained in the trade data log may be timely retrieved and presented in readable form.

8. **Property Rights.** The Health Information is and will remain the property of HCA. Submitter agrees that it acquires no title or rights to the Health Information, including any de-identified information, as a result of the Agreement.

9. **Security of Health Information**

   9.1. **Health Information.** Submitter shall comply with all applicable state and federal law, rule, regulation and policy regarding the security of Health Information exchanged by the Parties under this Agreement. This includes without limitation the security standards identified in HIPAA including without limitation the DHHS Security Rule Standards and Implementation Guides for ensuring the security of Health Information exchanged by the Parties. Failure of Submitter to comply with any applicable State and federal law, rule, regulation, and policy regarding the security of Health Information exchanged by the Parties under this Agreement will constitute default of a material obligation of the Agreement under Section 11.1.

   9.2. **Audit.** HCA reserves the right to monitor, audit, or investigate Submitter's use of Health Information collected, used, or acquired by Submitter under this Agreement. Such monitoring, auditing, or investigative activities may include without limitation those relevant business records, trade data log or operating system of the Submitter and/or its agents as necessary to ensure compliance with this Agreement and also to ensure that adequate security precautions have been made and are implemented by the Submitter to prevent unauthorized disclosure of any data, data transmissions, or other information.

10. **Term.** The term begins on the effective date and continue until the Agreement is terminated as provided in the Agreement.

11. **Termination.**

   11.1. **Termination for Cause.** Either party may terminate the Agreement upon 15 days written notice to the other party upon the default of any material obligation of the Agreement, provided that the written notice sets forth the default with reasonable specificity and the default is incurable, or being capable of cure has not been cured within the 15 day period after the notice is provided.

   11.2. **Termination for Convenience.** Either party may terminate this Agreement for its convenience upon 30 days prior written notice to the other party.

12. **General Conditions.**

   12.1. **Assignment**. Submitter may not assign or transfer this Agreement or any of its rights or duties hereunder without the prior written consent of HCA. Any attempted assignment, transfer, or delegation by Submitter without such prior written consent of HCA will be null and void. HCA may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the state of

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

12.2. Authority. Neither party shall have authority to bind, obligate, or commit the other party by any representation or promise without the prior written approval of the other party.

12.3. Binding Effect. Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

12.4. Compliance with Civil Rights Laws. During the term of this Agreement, Submitter shall comply with all federal and applicable state nondiscrimination laws including, but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101, et seq.; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law against Discrimination. In the event of Submitter's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Agreement may be terminated, in whole or in part, by HCA under Section 11.1, Termination for Cause. Submitter may be declared ineligible for further agreements and/or contracts with HCA.

12.5. Conflicts between Documents; Order of Precedence. In the event that there is a conflict between the documents comprising the Agreement, the following order of precedence applies:

1) Applicable federal and state laws, rules, regulations, policies, standards;

2) Implementation Guide;

3) The terms and conditions in the body of this Agreement;

4) Companion Guide; and

5) HCA Data Security Requirements.

12.6. Counterparts. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this Agreement signed by each party, for all purposes.

12.7. Cooperation of Parties. The parties agree to cooperate fully with each other in connection with the performance of their respective obligations and covenants under this Agreement.

12.8. Debarment and Suspension. Submitter certifies to HCA that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal or state government contracts. Submitter certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

12.9. Entire Agreement; Acknowledgement of Understanding. HCA and Submitter acknowledge they have read the Agreement and the Companion Guide, which is incorporated herein by this reference, understand them, and agree to be bound by their terms and conditions. Further, HCA and Submitter agree that the Agreement and the Companion Guide are the complete and exclusive statement of the Agreement between the parties relating to EDI of HIPAA transactions and supersede

all letters of intent or prior contracts, oral or written, between the parties relating to EDI of HIPAA transactions. This Section does not affect other related contracts or agreements between the Parties including without limitation any Core Provider Agreement, social services provider agreement, or Business Associate Agreement to which HCA and Submitter are parties.

12.10. Force Majeure. Neither Submitter nor HCA shall be liable or responsible under this Agreement for acts or omissions resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events will include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties, except as otherwise specifically provided herein.

12.11. Governing Law. This Agreement will be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. THE EXCLUSIVE JURISDICTION AND VENUE OF ANY ACTION HEREUNDER WILL BE IN THE STATE COURTS OF THURSTON COUNTY, WASHINGTON. SUBMITTER ACCEPTS THE PERSONAL JURISDICTION OF SUCH COURTS.

12.12. Headings. The headings throughout the Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

12.13. Indemnification and Hold Harmless.

12.13.1. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. To the fullest extent required by law, rule, or regulation, the Submitter shall be responsible for and shall indemnify, defend, and hold HCA harmless from all claims, loss, liability, damages, or fines arising out of or relating to: (a) the Submitter's or any Subcontractor's performance or failure to perform according to this Agreement; or (b) the acts or omissions of the Submitter or any Subcontractor.

12.13.2. The Submitter waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the state and its agencies, officials, agents, or employees.

12.14. Independent Status of Submitter. The parties hereto, in the performance of this Agreement, will be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint venturers, contractors, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Submitter shall not make any claim of right, privilege, or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

12.15. Legal and Regulatory Compliance. The activities under the Agreement must comply with all applicable federal, state, and HCA laws, regulations, codes, standards, and ordinances during the term. It shall be the sole responsibility of

Submitter to bring its submissions into compliance at no cost to HCA in the event that any transactions submitted by Submitter are subsequently found to be in violation of such laws, regulations, codes, standards, and ordinances.

12.16. Licensing Standards. Submitter shall comply with all applicable HCA, state and federal licensing requirements, and standards necessary in the performance of this Agreement.

12.17 Modifications and Amendments. The Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

12.18. Nonwaiver. Any failure or delay by either party to exercise or partially exercise any right, power, or privilege under the Agreement will not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by HCA for breaches hereof will not indicate a course of dealing of excusing other or subsequent breaches. Submitter agrees that HCA's pursuit or non-pursuit of a remedy under this Agreement for Submitter's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that HCA may have at law or equity for any other occurrence of the same or similar breach, nor estop HCA from pursuing such remedy.

12.19. Notices.

12.19.1. Any notice or other communication required or permitted under this Agreement or applicable law shall be effective only if it is in writing, properly addressed, and delivered either in person, by a recognized courier service, by mail via the United States Postal Service (postage prepaid, certified mail, return receipt requested), or via facsimile, to the parties at the addresses, fax numbers, and mail addresses provided below the Party's signature line at the end of the Agreement. In the event the individual named by a party changes or no longer serves in the capacity provided, the party making such change will provide prompt written Notice of change to the other party.

12.19.2. Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

12.20. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications, which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

12.21. Sovereign Immunity. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by HCA or the state of Washington of any immunities from suit or from liability that HCA or the state of Washington may have by operation of law.

12.22. Survival. All activities performed pursuant to the authority of this Agreement are subject to all of the terms and conditions set forth herein, notwithstanding the termination of this Agreement. Further, the terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination of this Agreement will so survive. Terms and conditions that will survive termination of the Agreement will include, but not be limited Section 9, Security of Health Information; Section 12.1, Governing Law; and Section 12.2, Indemnification and Hold Harmless.

12.23. Waiver. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement will be held to be waived, modified, or deleted except by a written instrument signed by the parties he

reto.

The Parties hereto, having read this Agreement in its entirety do agree thereto in every particular. In witness thereof, the Parties have set their hands hereunto as of the effective date. The person signing below on behalf of the Submitter certifies that he or she has the authority to bind the Submitter to the Agreement.

STATE OF WASHINGTON,
HEALTH CARE AUTHORITY

Signature:

Cathie Ott

Printed Name: Cathie Ott
Title: Deputy Chief Information Officer
Mailing Address:
HCA HIPAA/EDI Unit
626 8th Avenue SE
P.O. Box 45564
Olympia, WA 98504-5564

SUBMITTER

Signature: Andrea Landes

Date: 5/22/24

Printed Name: Andrea Landes

Title: Exec. Director, Special Services

Business Name: Bethel School District

ProviderOne ID: 1801800727

Phone Number: 253-800-2308

Email Address: kwegleitne@bethelsd.org

Mailing Address:

516 176th St E.

Spanaway, WA 98387

Phone: 253-800-2308

Fax: 253-800-2329

Instructions for filling out forms

Washington State Health Care Authority

Accepted signature types include:

- Handwritten
- PDF
- Stamp
- DocuSign

We do not accept typed signatures or partial documents.

You must attach and send all pages of the required documents. For example: the core provider agreement (CPA) is three pages long, but a signature is only required on the last page. You must send all 3 pages of this document for it to be accepted.

The individual completing one of the mentioned forms must be an authorized individual listed on the domain or application as a contact, owner, board of director, or managing employee. To add an authorized individual, see step 5: Ownership and managing/controlling interest details of the application.

All forms must be signed and dated within 60 days prior to the application/revalidation submission date. If a signature is required after the date of submission of the application or revalidation, the signature must reflect the date that it is signed.

W9 form instructions

Download W9 form. Only the signed page is required.

- Line 1 (Name) must match the ProviderOne field titled "Provider name (Organization name)" in the basic information screen.
- Line 2 (optional) Business Name disregard if same as Line 1.
- Line 3 (Federal tax classification) must match W9 entity type in ProviderOne. Update this information in step 1 (Basic information) in ProviderOne to match the W9 form.
- Line 4 (Exemptions) is optional. Provider enrollment is not required to verify information entered in this section.
- Lines 5 and 6 (Address) are required and must match federal tax details on domain or application. Update this information in steps 9-10 (Federal tax details) in ProviderOne to match the W9 form.
- Line 7 (List account numbers) is optional. Provider enrollment is not required to verify information entered in this section.
- Part I (Taxpayer Identification Number (TIN)) is required. Only the TIN on the domain/application should be listed on the W9. If provider entered two TINs, a corrected W9 form must be requested from the provider.
- Part II is required and must be signed and dated within 60 days prior to the application/revalidation submission date or anytime after it has been submitted (preferably today's date).

Contact

If you have questions about the form, contact provider enrollment.

- **Email: providerenrollment@hca.wa.gov**
- **Phone:** 1-800-562-3022 ext. 16137
  - Open Tuesdays and Thursdays from 7:30 a.m. to 4:30 p.m.
- **Fax:** 360-725-1259

Core Provider Agreement

Washington State Health Care Authority

The Health Care Authority (HCA) administers medical assistance and medical care programs for eligible clients. HCA provides medical assistance or medical care to certain eligible clients by enrolling eligible providers of medical services.

HCA reimburses enrolled eligible providers for covered medical services, equipment, and supplies they provide to eligible clients. To be eligible for enrollment, a provider must:

a. Agree to and sign this Core Provider Agreement ("Agreement");

b. Complete and sign a Medicaid Provider Disclosure Statement;

c. Complete an online enrollment application

d. Complete and sign a Debarment Statement;

e. Be an eligible provider and meet the conditions contained in WAC 182-502-0010;

f. Meet all the applicable state and/or federal licensure requirements to assure HCA of his/her qualifications to perform services under this Agreement. This includes maintaining professional licensure in good standing without any stipulation in the provider's license.

This Agreement will be effective and a provider will be considered a participating provider once the provider completes the above requirements and signs this Agreement, and HCA issues a provider number.

As a participating provider in the medical assistance and medical care programs, hereafter known as Provider, the Provider agrees to the following:

1. **Governing Law and Venue.** This Agreement shall be governed by the laws of the state of Washington. The jurisdiction for all lawsuits in which the Provider alleges a breach of this Agreement shall be exclusively in the Superior Court for the state of Washington. Venue for any such lawsuits shall be in the Superior Court for Thurston County, Washington.

   The medical assistance and medical care programs are authorized and governed by Title XIX of the Social Security Act, Title XXI of the Social Security Act, Chapter IV of Title 42 of the Code of Federal Regulations (CFR), Chapter 74.09 of the Revised Code of Washington (RCW), and Titles 182 and 388 of the Washington Administrative Code (WAC). The Provider is subject to and shall comply with all federal and state laws, rules, and regulations and all program policy provisions, including Pre-2012 Numbered Memoranda, Provider Notices, Medicaid Provider Guides, and other associated written HCA issuances in effect at the time the service is rendered, which are incorporated into this Agreement by this reference.

2. **License.** The Provider shall be licensed, certified, or registered as required by state and/or federal law. The Provider will notify HCA within seven (7) calendar days of learning of any adverse action initiated against the license, certification, or registration of the Provider or any of its officers, agents, or employees.

3. **Professional liability coverage.** By signing this agreement the provider organization or individual certifies that the organization or individual currently has and will maintain the professional liability insurance coverage so long as the organization or individual provider is providing services to Apple Health clients.

4. **Billing and Payment.** The Provider agrees:

   a. To submit claims for services rendered to eligible clients, as identified by HCA, in accordance with rules and Medicaid Provider Guides in effect at the time the service is rendered.

   b. To accept as sole and complete remuneration the amount paid in accordance with the reimbursement rate for services covered under the program, except where payment by the client is authorized by applicable rule. In no event shall HCA be responsible, either directly or indirectly, to any subcontractor or any other party that may provide services.

   c. To be held to all the terms of this Agreement even though a third party may be involved in billing claims to HCA. It is a breach of this Agreement to discount client accounts (factor) to a third party biller or to pay a third party biller a percentage of the amount collected.

5. **Disclosure.** At the time the provider enters into this Agreement, or renews this Agreement, or at any time upon request by HCA or the federal Department of Health and Human Services, the Provider agrees to submit full and complete disclosure of the following:

   a. Ownership and control information as required by 42 CFR § 455.104;

   b. Information related to business transactions as required by 42 CFR § 455.105;

   c. Information on persons convicted of crimes as required by 42 CFR § 455.106; and

   d. Any denial, termination, or lack of professional liability coverage, or any change in professional liability coverage, including restrictions, modifications, or discontinuing coverage.

   At any time during the course of this Agreement, the Provider agrees to notify HCA of any material and/or substantial changes in information contained on the Medicaid Provider Disclosure Statement given to the HCA by the Provider. This notification must be made in writing within thirty (30) calendar days of the event triggering the reporting obligation. Material and/or substantial changes include, but are not limited to changes in:

   e. Ownership;

   f. Licensure;

   g. Federal tax identification number;

   h. Additions, deletions, or replacements in group membership; and

   i. Any change in address or telephone number.

6. **False Claims Act Education.** If the Provider receives annual Medicaid payments of $5 million or more, the Provider must comply with the requirements of 42 USC § 1396a(a)(68).

7. **National Provider Identifier (NPI).** The Provider must provide its NPI to HCA (if eligible for an NPI) and include its NPI on all claims submitted.

8. **Inspection; Maintenance of Records.** For six (6)-years from the date of services, or longer if required specifically by law, the Provider shall:

   a. Keep complete and accurate medical and fiscal records that fully justify and disclose the extent of the services or items furnished and claims submitted to HCA.

   b. Make available upon request appropriate documentation, including client records, supporting material, and any information regarding payments claimed by the Provider, for review by the professional staff within HCA or the U.S. Department of Health and Human Services. The Provider understands that failure to submit or failure to retain adequate documentation for services billed to HCA may result in recovery of payments for medical services not adequately documented, and may result in the termination or suspension of the Provider from participation in the medical assistance and medical care programs.

9. **Audit or Investigation.** Audits or investigations may be conducted to determine compliance with the rules and regulations of the program. If an audit or investigation is initiated, the Provider shall retain all original records and **supportive** materials until the audit is completed and all issues are resolved, even if the period of retention extends beyond the required 6-year period

10. **Disputes.** Any party may initiate a dispute concerning this Agreement under the dispute resolution processes in Titles 182 and 388 WAC applicable to the specific subject matter of the dispute

    Neither party may dispute a termination of this Agreement for convenience or for loss of funding under Section 10 Termination.

11. **Termination.** HCA shall deny or terminate this Agreement for cause according to applicable WAC. Either HCA or the Provider may terminate this agreement for convenience at any time upon 30 calendar days' written notification to the other. In the event that funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, HCA may terminate this Agreement. If this Agreement is terminated for any reason, HCA shall pay only for services authorized and provided through the date of termination.

12. **Advance Directives.** Hospitals, nursing facilities, providers of home health care and personal care services, hospices and HMOs must comply with the advance directive requirements as required by 42 CFR 489, Subpart I and 42 CFR 417.436.
13. **Provider Not Employee Or Agent.** The Provider or its directors, officers, partners, employees and agents are not employees or agents of HCA.
14. **Assignment.** The Provider may not assign this Agreement, or any rights or obligations contained in this Agreement, to a third party without the written consent of HCA.
15. **Confidentiality.** The Provider may use personal information and other information gained by reason of this Agreement only for the purpose of this Agreement. The Provider shall not disclose, transfer, or sell any such information to any party, except as provided by law.
16. **Indemnification and Hold Harmless.** The Provider shall be responsible for and shall indemnify and hold HCA harmless from all liability resulting from the acts or omissions of the Provider or any subcontractor.
17. **Severability.** The provisions of the Agreement are severable. If any provision of the Agreement is held invalid by any court, that invalidity shall not affect the other provisions of this Agreement and the invalid provision shall be considered modified to conform to existing law.
18. **Certification.** This is to certify that the information provided in support of this Agreement is true and accurate and I completely understand that any falsification or concealment of a material fact may be prosecuted under federal and state laws. Willful misstatement of any material fact in the enrollment application may result in criminal prosecution. I acknowledge that this is being signed under the penalties of perjury and understand that HCA is relying on the accuracy of the information I have presented. I agree to abide by the terms of this Agreement including all applicable federal and state statutes, rules, and policies.
19. **Electronic Signatures.** Provider and HCA agree that each may treat executed faxes, scanned images, or photocopies as original documents.
20. **Signature Block.** If Provider is a legal entity other than a person, identify the organization in the first line of the signature block. The person signing this Core Provider Agreement on behalf of the Provider warrants that he/she has legal authority to bind Provider.

BETHEL SCHOOL DISTRICT
Enrolling Provider Legal Entity Name

1801800727
Enrolling Provider NPI

JKlein
Signature Of Provider or Owner/Manager

5/21/2024
Date

Joanne Klein
Name of individual completing this form

Director of Acct + Purchasing
Title

For additional information on Provider Enrollment go to:
http://hca.wa.gov/billers-providers/apple-health-medicaid-providers/enrollprovider

Contact Information

If you have questions about the form, contact provider enrollment.

- **Email: providerenrollment@hca.wa.gov**
- **Phone:** 1-800-562-3022 ext. 16137
  Open Tuesdays and Thursdays from 7:30 a.m. to 4:30 p.m.
- **Fax:** 360-725-1259
- **Mail, send to:** Provider Enrollment PO Box 45562 Olympia, WA 98504-5562

Instructions for filling out forms

Washington State Health Care Authority

Accepted signature types include:

- Handwritten
- PDF
- Stamp
- DocuSign

We do not accept typed signatures or partial documents.

You must attach and send all pages of the required documents. For example: the core provider agreement (CPA) is three pages long, but a signature is only required on the last page. You must send all 3 pages of this document for it to be accepted.

The individual completing one of the mentioned forms must be an authorized individual listed on the domain or application as a contact, owner, board of director, or managing employee. To add an authorized individual, see step 5: Ownership and managing/controlling interest details of the application.

All forms must be signed and dated within 60 days prior to the application/revalidation submission date. If a signature is required after the date of submission of the application or revalidation, the signature must reflect the date that it is signed.

W9 form instructions

Download W9 form. Only the signed page is required.

- Line 1 (Name) must match the ProviderOne field titled "Provider name (Organization name)" in the basic information screen.
- Line 2 (optional) Business Name disregard if same as Line 1.
- Line 3 (Federal tax classification) must match W9 entity type in ProviderOne. Update this information in step 1 (Basic information) in ProviderOne to match the W9 form.
- Line 4 (Exemptions) is optional. Provider enrollment is not required to verify information entered in this section.
- Lines 5 and 6 (Address) are required and must match federal tax details on domain or application. Update this information in steps 9-10 (Federal tax details) in ProviderOne to match the W9 form.
- Line 7 (List account numbers) is optional. Provider enrollment is not required to verify information entered in this section.
- Part I (Taxpayer Identification Number (TIN)) is required. Only the TIN on the domain/application should be listed on the W9. If provider entered two TINs, a corrected W9 form must be requested from the provider.
- Part II is required and must be signed and dated within 60 days prior to the application/revalidation submission date or anytime after it has been submitted (preferably today's date).

Contact

If you have questions about the form, contact provider enrollment.

- **Email: providerenrollment@hca.wa.gov**
- **Phone:** 1-800-562-3022 ext. 16137
  - Open Tuesdays and Thursdays from 7:30 a.m. to 4:30 p.m.
- **Fax:** 360-725-1259

Debarment Statement

Washington State Health Care Authority

Section One

Frequently asked questions

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or entity that cannot contract with or receive grants from a federal agency. In order to be debarred, suspended, ineligible, or voluntarily excluded, you must:

- Have had a contract or grant with a federal agency, and
- Have gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.

Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington State Health Care Authority (HCA). Federal law (Executive Order 12549) requires HCA to ensure that persons or companies that contract with HCA are not prohibited from having federal contracts.

What is Executive Order 12549?

"Executive Order 12549" refers to Federal Executive Order Number 12549. The executive order was signed by the President of the United States and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds, were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to HCA.

What or who is "lower tier participant"?

Lower tier participant means either (i) a person or organization that submits a proposal, enters into contracts with, or receives a grant from HCA, OR (ii) any subcontractor of a contract with HCA. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a "covered transaction" when referred to in this certification?

Covered transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or received money from HCA. Covered transaction does not include mandatory entitlements and individual benefits.

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, I shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CRF part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transition may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the LIST of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
10. The individual completing this form must have legal authority to sign on behalf of the business.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- - Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of its proposal and this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared in eligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1. The prospective lower tier participant certifies, by submission of its proposal and this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared in eligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BETHEL SCHOOL DISTRICT

ENROLLING PROVIDER LEGAL ENTITY NAME

DOING BUSINESS AS (DBA)

516 176TH ST E, SPANAWAY, WA 98387

ADDRESS

1801800727

NATIONAL PROVIDER INDENTIFIER (NPI)

Joanne Klein

NAME OF INDIVIDUAL COMPLETING THIS FORM

5/21/2024

DATE



SIGNATURE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bethel School District #403

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

516 176th Street E

Requester's name and address (optional)

6 City, state, and ZIP code

Spanaway, WA 98387

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	1	–	0	8	3	2	8	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 01/02/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*