MATERNAL INFANT HEALTH
INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
HEALTH CARE AUTHORITY AND DEPARTMENT OF HEALTH

THIS AGREEMENT is made and entered into by and between the Washington State Health Care Authority, hereinafter referred to as HCA and the Washington State Department of Health, hereinafter referred to as DOH or Contractor; pursuant to the authority granted by Chapter 39.34 RCW. This agreement combines the Perinatal Regional Networks (PRN) and Pregnancy Risk Assessment Monitoring System (PRAMS) to allow DOH to receive reimbursement for Medicaid administrative activities, including but not limited to, Medicaid outreach and Medicaid-related program planning and policy development. Medicaid activities for which DOH will seek reimbursement must be approved by HCA.

1. Purpose and Overview of the Interlocal Agreement

This Agreement replaces and supersedes HCA Contract Numbers 1261-55966, Pregnancy Risk Assessment Monitoring System (PRAMS), and 1261-56704, Perinatal Regional Network Outreach.

The purpose of this agreement is to reimburse DOH for administrative expenses incurred, including contracted deliverables, related to coordinating and implementing state and regional quality improvement projects performed by DOH’s Perinatal Regional Networks (PRNs) that support the goals of the Medicaid state plan to improve and promote healthy birth outcomes, increase access to prenatal care, and ensure healthcare for infants.

Additionally, the aim of the agreement is to use PRAMS data collected and analyzed by DOH for the purpose of Medicaid program planning and policy development, to help identify gaps in covered services for Medicaid eligible women who have recently given birth.

a. Medicaid Administrative Claiming (MAC) Overview

(1) MAC is a federal program that reimburses the costs of “Administrative Activities” that directly support efforts to identify, and/or enroll children/individuals in the Medicaid program or to assist those already enrolled in Medicaid in accessing benefits. The overarching policy for MAC is that allowable administrative costs must be directly related to a State Medicaid plan and be “found necessary for the proper and efficient administration of the state Medicaid Plan.”

(2) Examples of eligible, reimbursable MAC activities include:

- Medicaid-related outreach activities;
- Medicaid-related referral and linkage activities;
- Medicaid-related program planning and policy development;
- Medicaid-related training.

b. Principles of MAC Claiming
• All staff positions participating in MAC work must clearly describe the Medicaid-related functions of the position.

• Proper and efficient administration: the activities must support the Medicaid State Plan.

• DOH staff must identify the percentage of time dedicated to or fully dedicate the position to performing allowable Medicaid activities.

• DOH may perform activities that may benefit all Washington state residents in as much as they also benefit Medicaid recipients. A Medicaid Eligibility Rate (MER) would have to be applied to those activities to ensure Medicaid is only reimbursing its fair share.
  
  o HCA will review and approve activities and determine them appropriately, as either no MER is required or that a MER is required.
  
  o E-mail approval from HCA is sufficient to authorize activities.

2. STATEMENT OF WORK

DOH shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Exhibit “A” attached and incorporated herein.

DOH shall provide all services in accordance with federal rules, and in accordance with Exhibit A, Federal Compliance, Certifications and Assurances.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement will commence on July 1, 2018, and be completed on June 30, 2023, unless terminated sooner or extended, as provided herein.

4. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that there is no maximum consideration to the Contractor under this agreement. Compensation for services will be in accordance with the Statement of Work, Exhibit A, which is attached hereto and incorporated herein.

5. FUNDING SOURCES

The above maximum amount payable under this Agreement, for the services to be provided is based on the amount(s) of funding from the following sources:

a. 50% is allotted under this Agreement from federal funds received under the Medical Assistance Program, CFDA # 93.778 and United States Department of Health and Human Services; and

b. 50% is allotted under this Agreement from allowable local Matching Funds.
5.1. Funding Stipulations

5.1.1. Local Matching Funds are the State’s share to claim FFP. DOH must provide the local matching funds. Funds eligible for local matching are appropriated directly to the State or local agency, or transferred from other government agencies (including Indian Tribes) to the State or local agency and are under its administrative control, or certified by the contributing government agency as expenditures eligible for FFP. Required local matching funds and certified expenditures must be at the government agency level and may not be provided or certified by any other entity.

5.1.1.1. DOH may only claim the Medicaid portion of expenses incurred under this contract.

5.1.1.2. DOH must comply with the principles for documenting staff effort described in 2 CFR 225 and may only claim the Medicaid portion of staff and personnel expenses incurred under this contract.

5.1.1.3. DOH may only claim the Medicaid portion of non-personnel expenses by applying a Medicaid Eligibility Rate (MER). Examples of non-personnel expenses include: supplies and materials, contracts for services, projects etc.

5.1.1.4. DOH must provide documentation and/or certification of the sources of funds used as local match on an HCA approved Certificate Public Expenditure (CPE) form.

5.1.1.5. DOH will cooperate in supplying any information to HCA that may be needed to verify accuracy of information submitted with quarterly invoices, including deliverables, local matching funds, calculation methodologies and supporting source documentation. DOH will ensure all information related to this Agreement will be available in a useable and readable format to HCA upon request. HCA reserves the right to refuse issuing payment for any invoice that is not sufficiently verified as accurate, or if DOH is unable or refuses to provide requested information.

5.1.1.6. DOH will not use funds payable under this Agreement as local match toward federal funds.

5.1.1.7. DOH will use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Agreement.

5.1.1.8. DOH will not use funds payable under this Agreement for lobbying activities of any nature. DOH certifies that state or federal funds payable under this Agreement will not be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of an state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

5.1.1.9. DOH will not pay consultants and/or billing agents, or subcontractors on either a contingent, or percentage basis, for any work described in this Agreement.

5.1.1.10. The contractor is prohibited from entering into sub recipient subcontracts for the purpose of accomplishing the work outlined in the Agreement.
6. BILLING PROCEDURE

6.1. DOH must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: acctspay@hca.wa.gov. Include the HCA Contract number in the subject line of the email.

6.2. Invoices must describe and document to HCA’s satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of $50.00 or more must be accompanied by a receipt in order to receive reimbursement. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.

6.3. DOH must submit properly itemized invoices (A-19 form) to include the following information, as applicable:

   6.3.1. HCA Contract number K2786;
   6.3.2. DOH name, address, phone number;
   6.3.3. Description of Services;
   6.3.4. Date(s) of delivery;
   6.3.5. Net invoice price for each item, including the identified Medicaid portion;
   6.3.6. Applicable taxes;
   6.3.7. Total invoice price; and
   6.3.8. Payment terms and any available prompt payment discount.

6.4. DOH must submit, with the invoice, the following documentation:

   6.4.1. Documentation of the source of funds used as Local Matching Funds on an HCA-approved CPE form;
   6.4.2. Documentation that demonstrates the expenses were incurred, such as an enterprise cost report;
   6.4.3. Documentation identifying the total computable expenses eligible for reimbursement by removing all unallowable funds and applying the MER (if applicable); and
   6.4.4. The A-19 form will only account for the Medicaid portion of expenses incurred under this contract. DOH is required to maintain back-up documentation supporting these expenses, such as timesheets. HCA may request this documentation at any time.

6.5. HCA will return incorrect or incomplete invoices and Local Matching Funds certifications to the DOH for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.

6.6. Reimbursement will be provided at the 50% FFP rate based on the total computable amount.

6.7. HCA will not pay DOH if the source of Local Matching Funds are not eligible for FFP including federal funds or if DOH is entitled to payment or has been or will be paid by any other source, including grants, for these services.
6.8. Payment will be considered timely if made within 30 calendar days of receipt of properly completed invoices. HCA, at its sole discretion, may withhold payment claimed by DOH for services rendered if DOH fails to satisfactorily comply with any term or condition of this Agreement. Payment will be directly deposited in the bank account or sent to the address designated in this Agreement.

6.9. Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the DOH to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

6.10. In the event that overpayments or erroneous payments have been made to DOH under this Agreement, HCA will provide written notice to DOH and DOH must refund the full amount of the overpayment to HCA within thirty (30) calendar days of the notice.

6.11. HCA will not seek reimbursement for claims submitted after the 23rd month of the two-year federal filing deadline.

7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

8. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, for which consent will not be unreasonably withheld.

9. CONTRACT MANAGEMENT

The program manager for each of the parties will be responsible for, and will be the contact person for, all communications and billings regarding the performance of this Agreement.

The PRN Program Manager for DOH is:

Bat-Sheva Stein
310 Israel Road SE
Tumwater, WA 98501
Phone: (360) 236-3582
Email: Bat-Sheva.Stein@doh.wa.gov

The Surveillance Program Manager for DOH is:

Teresa Vollan
310 Israel Road SE
Tumwater, WA 98504
Phone: (360) 236-3582
The Program Manager for HCA is: Tyron Nixon or designee/successor
626 8th Avenue SE
PO Box 45530
Olympia, WA 98504
Phone: (360) 725-1894
Email: tyron.nixon@hca.wa.gov

10. DISALLOWED COSTS

DOH is responsible for any audit exceptions or disallowed costs incurred by its own organization.

11. DISPUTES

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor’s process will control.

12. FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

This Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the Transparency Act and be eligible to enter into this Agreement, DOH must have a Data Universal Numbering System (DUNS®) number.

Information about DOH and this Agreement will be made available on www.uscontractorregistration.com by HCA as required by P.L. 109-282. HCA’s Attachment 2: Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

13. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;

b. Statement of work; and
c. Any other provisions of the agreement, including materials incorporated by reference.

14. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

15. RECORDS MAINTENANCE

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

18. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
19. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

20. WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

21. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
HEALTH CARE AUTHORITY

Annette Schuffenhauer
Chief Legal Officer

Title

6/29/2018

Signature

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Signature

Michael J. Laverda
Director of Contracts
And Procurements

Title

6/28/18

Date
EXHIBIT A: STATEMENT OF WORK

1. Definitions

"A19-1A or A19-1A Invoice Voucher" means the State of Washington Invoice Voucher A19-1A.

"American Indian Health Commission for Washington State (AIHC)" is a Tribally-driven non-profit organization with a mission of improving health outcomes for American Indians and Alaska Natives (AI/AN) through a health policy focus at the Washington State level. AIHC works on behalf of the 29 federally-recognized Indian Tribes and two Urban Indian Health Organizations (UIHOs) in the state. Tribes and UIHOs then work collaboratively with Washington State health leaders, the Governor’s office and legislature to address health outcomes and disparities. The Commission’s policy work improves individual Indian access to state-funded health services, enhances reimbursement mechanisms for Tribal health programs to deliver their own culturally-appropriate care, and creates an avenue for Tribes and UIHOs to receive timely and relevant information for planning on state health regulations, policies, funding opportunities, and health-specific topics. By bringing state and Tribal partners together, specific health disparity priorities are addressed across multiple systems—pooling resources and expertise for greater health outcomes.

"Certified Public Expenditure (CPE)" means an expenditure certified by a public agency to represent its contribution in Medicaid administrative expenditures. CPE is part of the MAC reimbursement process, as it shows the federal government that state/local funds (not federal) were used to perform Medicaid-related activities.

"Contract year" means a twelve (12) month period beginning on October 01 and ending on September of the following calendar year during the Period of Performance of this Interagency Agreement.

"Contractor" or "DOH" means the Washington State Department of Health.

"FFP" means Federal Financial Participation, which is the federal portion of the total allowable costs of providing services.

"First Steps Maternity Support Services (MSS)" means a Medicaid program providing enhanced preventive health and education services and brief interventions to Medicaid enrolled pregnant women up to 60 days postpartum based on individual risk and needs. Interventions are performed as early in a pregnancy as possible to promote a healthy pregnancy and positive birth and parenting outcomes.

"First Steps Infant Case Management (ICM)" means a Medicaid program providing case management services to improve the welfare of infants by providing their parents with information and assistance to access medical, social, educational, and other services to meet immediate needs.

"Local Matching Funds" means funds provided by DOH that:

   a. Are derived from local tax dollars; and

   b. Are not local funds already being used as match for other federal programs; and

   c. Meet applicable federal matching fund regulations.
“Medicaid Client (Client)” means an applicant, recipient, or former applicant or recipient of any service of a Medicaid program administered by HCA.

“Medicaid Outreach” means activities that inform eligible or potentially eligible individuals about Medicaid and how to access the program; such activities include bringing potential eligible individuals into the Medicaid System for the purpose of the eligibility process.

“MER” or “Medicaid Eligibility Rate” means the proportional share of Medicaid individuals to the total number of individuals in the target population.

Northwest Portland Area Indian Health Board (NWPAIHB) is a non-profit tribal advisory organization serving the forty-three federally recognized tribes of Oregon, Washington, and Idaho. Each member tribe appoints a Delegate via tribal resolution, and meets quarterly to direct and oversee all activities of NPAIHB. The main functional areas include: Health Promotion and disease prevention, Legislative and policy analysis, Training and technical assistance, Surveillance and research.

“Perinatal Regional Network (PRN)” means a network of healthcare institutions involve in quality improvement projects that promote consistent best practices to reduce perinatal and neonatal risk and increase healthy outcomes for all pregnant women and newborns.

“Quarter” means three consecutive months beginning on October 1, January 1, April 1, and July 1 of each calendar year during the Period of Performance of this Agreement.

“Research and Data Analysis (RDA)” means an division within the Department of Social and Health Services that provides data, analytics, and decision support tools.

“Surveillance” formerly known as “Pregnancy Risk Assessment Monitoring System (PRAMS)” means a surveillance project of the Centers for Disease Control and Prevention (CDC), United States Department of Health and Human Services (DHHS), and state health departments, which collects state-specific, population-based data on maternal attitudes and experiences before, during, and shortly after pregnancy.

2. Responsibilities

2.1. DOH will have documented processes and procedures available upon request that explains in detail what the PRN program is, what the purpose is, including DOH’s oversight and monitoring methods. It should include maps and established parameters of each region, contact information for key individuals or locations, monitoring activities and reports conducted for the regions, and other pertinent program related documentation.

2.2. DOH will provide the staff time to complete the work under this contract and ensure that all position descriptions for staff participating in this contract work clearly describe the Medicaid-related functions of the position, and must identify the percentage of time dedicated to or fully dedicate the position to performing allowable Medicaid activities. Only the portion identified as Medicaid-related work may be claimed as a cost under this contract. If DOH performs work under this contract that may benefit all Washington state residents in addition to Medicaid recipients, DOH must apply a Medicaid Eligibility Rate (MER) to ensure appropriate reimbursement for the Medicaid-related work only.

• Only the portion identified as Medicaid-related work may be claimed as a cost under this contract
• Position descriptions must be provided to HCA by the start date of this contract
• Updated position descriptions must be provided to HCA within 30 days following the changes
• HCA must review and approve any methodology proposed by DOH to calculate a MER

2.3. DOH will establish an annual quality improvement project plan (QI) documenting a detailed description of the Medicaid-related work to be performed, including projects, how the work will be implemented, where it will be conducted, what the intended outcome will be, anticipated barriers, and resources needed. The first QI must be submitted to HCA by September 30, 2018. Subsequent annual QI plans are due to HCA by June 1, unless otherwise negotiated by both parties. Any changes to an annual plan must be submitted to HCA 60 days prior to implementation. All QI plans and amendments are subject to HCA review and approval.

2.3.1. Potential QI projects must support the goals of the Medicaid State Plan and the purpose of this contract. Examples include, but are not limited or restricted to:

a. Reducing maternal mortality;

b. Collaborating with HCA on reports or proposals to the Washington State Legislature;

c. Assisting hospitals in implementing Breastfeeding Friendly Washington in order to improve Breastfeeding initiation and duration rates for Medicaid (Apple health) clients;

d. Assisting HCA, as requested, in providing outreach to providers to improve well-child visit rates;

e. Performing outreach to tribes to encourage them to become Maternity Support Services (MSS) and Infant Case Management (ICM) providers; and

f. In collaboration with HCA present at various tribal meetings such as AIHC, NWPAIHB, or Consultations for the purpose of MSS recruitment.

2.4. DOH must submit quarterly progress reports with each invoice outlining progress throughout the year. Reports are due 30 business days after the quarter ends (October—December, January—March, April – June, July—September). Reports whereby data is only available on an annual basis are due to HCA by October 31, unless otherwise negotiated by both parties. Supporting data and other relevant information should be included. The status report must provide a narrative description of the following:

• The current status of each project described in the annual quality improvement project plan including any initial outcomes, success or barriers, comments etc., and should provide suggested amendments to the annual quality improvement project plan—if appropriate.

• Summaries of all DOH led consultation or advisory activities and quarterly status and policy meetings conducted. Meeting minutes, attendees, purpose and intended outcome of the meeting and actions taken should be included.

• Summary of any PRN or Washington state Perinatal Collaborative oversight activities conducted.

• Outreach progress, at a minimum, to include:
• With whom the activity was conducted (including provider and provider type if applicable).
• Date the activity was performed.
• Type of activity performed (workgroups, meetings, conferences, etc.).
• Description of what was discussed and/or follow-up notes.
• Potential barriers or areas of success.
• List of all tribes recruited.

• Data analysis progress include, at a minimum:
  • Description of reports in development.
  • Data analytics and survey outcomes, if applicable.
  • Analysis difference between Medicaid and non-Medicaid population.
  • Copies of reports published during the reporting period.
  • Description of presentations, fact sheets and reports produced for organizations.
  • Summary of Collaborative meetings and agreements.
  • Joint Projects.
  • Description of data requests received for the quarter.
  • Description of requests for technical assistance.

2.5. HCA may identify specific or targeted outcomes for DOH’s outreach efforts.

2.6. HCA may request DOH to attend MSS and ICM meetings or participate in ad hoc workgroups or conferences as needed.

2.7. All outreach materials used by DOH in relation to this Agreement will be provided by HCA.

2.8. DOH may establish partnerships or other networks, such as PRNs or Washington State Perinatal Collaborative, to assist in implementing the QI projects.

2.9. DOH is responsible for establishing the method of all data development, collection, maintenance, storage and retention for data or reports to be provided to HCA. For example, DOH may use data from PRAMS, vital records, Medicaid, Birth Defects Surveillance System, All-Payer Claims Database, and Clinical Data Repository.

2.10. DOH will ensure all information related to this contract is available in a useable and readable format to HCA upon request. HCA may request adjustments to DOH’s data methodology as needed.

2.11. Data collection and sharing will comply with the current Data Sharing Agreements, Work Orders or Memorandum of Understandings (MOU’s) in place between HCA, DOH and RDA. For example, PRAMS – Confidentiality Agreement Project Code: D-012710-H and First Steps Database Project Code: D-092711-A and HCA Contract K492 for Perinatal and Reproductive Health.
3. Deliverables

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<thead>
<tr>
<th>Deliverable</th>
<th>Due Date(s)</th>
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<tr>
<td>Documented Processes and Procedures</td>
<td>Upon Request by HCA</td>
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<tr>
<td>Position Descriptions</td>
<td>Execution of Contract, and 30 days after any changes</td>
</tr>
<tr>
<td>Annual Quality Improvement Project Plan</td>
<td>Initial: September 30, 2018; thereafter June 1 annually</td>
</tr>
<tr>
<td>Quarterly Progress Reports</td>
<td>30 days after each quarter end (March, June, September, December)</td>
</tr>
<tr>
<td>Progress Reports (Data only available annually)</td>
<td>October 31, annually</td>
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ATTACHMENT 1

FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

I. FEDERAL COMPLIANCE - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: HCA Contract Manager.

a. Source of Funds: Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.778. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. K2786.

b. Single Audit Act: A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee who expends $750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.

c. Modifications: This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.

1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
   i. Deviations from the budget and Project plan.
   ii. Change in scope or objective of the agreement.
   iii. Change in a key person specified in the agreement.
   iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
   v. Need for additional funding.
   vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
   vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.

2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

d. Sub-Contracting: The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If subcontractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

e. Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

f. Unallowable Costs: The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
g. Citizenship/ Alien Verification/ Determination: The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.

h. Federal Compliance: The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.


HCA Federal Compliance Contact Information
Federal Grants and Budget Specialist
Health Care Policy
Washington State Health Care Authority
Post Office Box 42710
Olympia, Washington 98504-2710

II. CIRCULARS 'COMPLIANCE MATRIX' - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, Washington State Department of Health. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

<table>
<thead>
<tr>
<th>ENTITY TYPE</th>
<th>ADMINISTRATIVE REQUIREMENTS</th>
<th>COST PRINCIPLES</th>
<th>AUDIT REQUIREMENTS</th>
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<td>State, Local and Indian Tribal Governments and Governmental Hospitals</td>
<td>OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501</td>
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<tr>
<td>Non-Profit Organizations and Non-Profit Hospitals</td>
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<tr>
<td>Colleges or Universities and Affiliated Hospitals</td>
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<tr>
<td>For-Profit Organizations</td>
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</tbody>
</table>

Definitions:
"Sub-recipient": means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

"Sub-award and Sub-grant" are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.
IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about
   (1) The dangers of drug abuse in the workplace;
   (2) The contractor’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;

d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug
statute occurring in the workplace no later than five calendar days after such conviction;

e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

   (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO Box 42700
Olympia, WA 98504-2700

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants,
loans and cooperative agreements) and that all sub-recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipient shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Non-procurement List (of excluded parties).

9) 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.

10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

e) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS — PRIMARY COVERED TRANSACTIONS

f) 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

g) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.
<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature] Michael Maverick</td>
<td>Director Contracts and Procurements</td>
</tr>
</tbody>
</table>

Please also print or type name: Michael Maverick

<table>
<thead>
<tr>
<th>ORGANIZATION NAME: (if applicable)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WA Department of Health</td>
<td>6/28/18</td>
</tr>
</tbody>
</table>
Attachment 2

Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Required Information about your organization and this contract will be made available on USA Spending.gov by the Washington State Health Care Authority (HCA) as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required by both HCA and your organization. You may register with CCR on-line at https://www.uscontractorregistration.com/.

Contractor must complete this form and return it to the Health Care Authority (HCA).

| CONTRACTOR |
|------------|------------|
| 1. Legal Name | 2. DUNS Number |
| 3. Principle Place of Performance |
| 3a. City | 3b. State |
| 3c. Zip+4 | 3d. Country |
| 4. Are you registered in CCR (https://www.uscontractorregistration.com/)? ☐ YES (skip to page 2. Sign, date and return) ☐ NO |

5. In the preceding fiscal year did your organization:
   a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and
   b. $25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and
   c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330

☐ NO (skip the remainder of this section - Sign, date and return)
☐ YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

<table>
<thead>
<tr>
<th>Name Of Official</th>
<th>Total Compensation</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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</tbody>
</table>
2. 

3. 

4. 

5. 

**Note:** "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c)(2)).

By signing this document, the Contractor Authorized Representative attests to the information.

<table>
<thead>
<tr>
<th>Signature of Contractor Authorized Representative</th>
<th>Date</th>
</tr>
</thead>
</table>

*HCA will not endorse the Contractor's subaward until this form is completed and returned.*

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**FOR HEALTH CARE AUTHORITY USE ONLY**

<table>
<thead>
<tr>
<th>HCA Contract Number:</th>
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Sub-award Project Description (see instructions and examples below)

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**Instructions for Sub-award Project Description:**
In the first line of the description provide a title for the sub-award that captures the main purpose of the subrecipients work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

Example of a Sub-award Project Description:
Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.
RESTATED AND AMENDED 
INTERAGENCY AGREEMENT 
BETWEEN 
STATE OF WASHINGTON 
HEALTH CARE AUTHORITY AND DEPARTMENT OF HEALTH 
(HCA CONTRACT 1261-59786-02 / DOH CONTRACT GVS19903-2)

THIS RESTATED AND AMENDED AGREEMENT is made and entered into by and between the Washington State Health Care Authority, hereinafter referred to as HCA, and the Washington State Department of Health, hereinafter referred to as DOH or Contractor, pursuant to the authority granted by Chapter 39.34 RCW.

1. PURPOSE

The purpose of the agreement is to increase access to Medicaid covered services for Children with Special Health Care Needs (CSHCN) by providing outreach and application assistance, and collaborating with the Health Care Authority (HCA) in program policy and planning efforts for Medicaid programs and services available for CSHCN clients.

2. STATEMENT OF WORK

DOH shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Exhibit “A” attached and incorporated herein.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement will commence on November 01, 2017, and be completed on September 30, 2022, unless terminated sooner or extended, as provided herein.

4. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed $520,000.00/year or $2,600,000.00/Period of Performance total compensation, 50% of which is through IGT. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be based on the following rates and in accordance with the Statement of Work, Exhibit A, which is attached hereto and incorporated herein.

   Quarterly Report: $130,000.00 (50% through IGT)

5. FUNDING SOURCES

The above maximum amount payable under this Agreement, for the services to be provided in based on the amount(s) of funding from the following sources:

   a. 50% is allotted under this Agreement from federal funds received under the Medical Assistance Program, CFDA # 93.778 and United States Department of Health and Human Services; and
b. 50% is allotted under this Agreement from allowable local Matching Funds to be provided by DOH via Intergovernmental Transfer.

5.1. Funding Stipulations

5.1.1. Local Matching Funds are the State’s share to claim FFP. DOH must provide the local matching funds. Funds eligible for local matching are appropriated directly to the State or local agency, or transferred from other government agencies (including Indian Tribes) to the State or local agency and are under its administrative control, or certified by the contributing government agency as expenditures eligible for FFP. Required local matching funds and certified expenditures must be at the government agency level and may not be provide or certified by any other entity.

5.1.1.1. DOH must provide documentation and/or certification of the sources of funds used as local match on an HCA approved form.

5.1.1.2. DOH will cooperate in supplying any information to HCA that may be needed to verify accuracy of information submitted with quarterly invoices, including deliverables, local matching funds, calculation methodologies and supporting source documentation. HCA reserves the right to refuse issuing payment for any invoice that is not sufficiently verified as accurate, or if DOH is unable or refuses to provide requested information.

5.1.1.3. DOH will not use funds payable under this Agreement as local match toward federal funds.

5.1.1.4. DOH will use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended or services provided under this Agreement.

5.1.1.5. DOH will not use funds payable under this Agreement for lobbying activities of any nature. DOH certifies that no state or federal funds payable under this Agreement shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of an state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

5.1.1.6. DOH will not pay consultants and/or billing agents, or subcontractors on either a contingent, or percentage basis, for work performed as a result of this Agreement.

6. BILLING PROCEDURE

a. HCA will not pay DOH if DOH is entitled to payment or has been paid or will be paid by any other source, include grants, for these services.

b. DOH will invoice HCA within each State Fiscal Year (SFY) but no later than 60 days after the end of each year upon completion of work. The Agreement number (1261-59786) must appear on all invoices/A-19 forms, bills of lading, packages, and correspondence relating to this Agreement. Each A-19 form must describe and document to HCA’s satisfaction a description of the work performed, activities accomplished, and the progress of the work in accordance with the Statement of Work, Exhibit A.
c. DOH will transfer 50% of the sum invoiced to HCA through Intergovernmental Transfer (IGT). Both the A-19 form and IGT must reference the Agreement number.

d. Upon receipt of the DOH state match dollars and a properly completed A-19 form, sent to acctspay@hca.wa.gov, approved by the HCA Program Manager, HCA will process payment to DOH for the total computable invoiced amount.

e. HCA will return incorrect or incomplete A-19 forms and IGT to DOH for correction and re-issue.

f. Payment will be considered timely if made by HCA within 30 days after receipt of the properly completed A-19 form and IGT transfer, and acceptance by the HCA Program Manager.

g. Payment will be sent to the address designated by DOH. HCA, at its sole discretion, may withhold payment claimed by DOH for services rendered if DOH fails to satisfactorily comply with any term or condition of this Agreement.

h. DOH will record receipt from HCA as appropriate in their accounting records, which includes reclassifying the expenditures from all state to state and federal split.

7. **AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified or amended by written agreement executed by both parties.

8. **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

9. **CONTRACT MANAGEMENT**

The program manager for each of the parties will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for **DOH** is: Maria Nardella  
PO Box 47880  
Olympia, WA 98504-7880  
Phone: (360) 236-3573  
Email: Maria.Nardella@doh.wa.gov

The Program Manager for **HCA** is: Jennifer Inman  
626 8th Avenue SE  
PO Box 45530  
Olympia, WA 98504  
Phone: (360) 725-1738  
Email: Jennifer.Inman@hca.wa.gov

10. **DISALLOWED COSTS**

DOH is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
11. **DISPUTES**

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

12. **FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)**

This Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is make information available online so the public can see how federal funds are spent.

To comply with the Transparency Act and be eligible to enter into this Agreement, DOH must have a Data Universal Numbering System (DUNS®) number.

Information about DOH and this Agreement will be made available on [www.uscontractorregistration.com](http://www.uscontractorregistration.com) by HCA as required by P.L. 109-282. HCA's Attachment 2: Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

13. **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;

b. Statement of work; and

c. Any other provisions of the agreement, including materials incorporated by reference.

14. **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

15. **RECORDS MAINTENANCE**

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after
expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will
have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will
remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make
available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable
opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records
and documents provided by the other party are not erroneously disclosed to third parties.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S.
Copyright Act of 1976 and will be owned by the HCA. Data will include, but not be limited to, reports, documents,
pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound
reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid,
such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid
provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this
agreement, and to this end the provisions of this Agreement are declared to be severable.

18. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this
Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance
with the terms of this Agreement prior to the effective date of termination.

19. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if
either party violates any of these terms and conditions, the aggrieved party will give the other party written notice
of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure
within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by
written notice of the aggrieved party to the other.

20. WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent
exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be
such in a writing signed by an authorized representative of the party and attached to the original Agreement.

21. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or
otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties
hereto.
IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
HEALTH CARE AUTHORITY

Signature

Chief Legal Officer 11/6/17

Title Date

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Signature

Frank Webley
Contract Specialist 10/25/17

Title Date

APPROVED AS TO FORM:
ATTORNEY GENERAL'S OFFICE
EXHIBIT A: STATEMENT OF WORK

1. Definitions

“Birth Defects Surveillance Systems (BDSS)” means a data and record management system that maintains a state birth defects registry on cases of birth defects or congenital anomalies and facilitates earlier access to care for infants across the state through a surveillance system between the DOH and local health jurisdictions.

“Child Health Intake Form (CHIF)” means a data collection instrument used by DOH’s Children with Special Health Care Needs Program to identify Medicaid eligible children with special health care needs who are accessing Medicaid covered services.

“Children with Special Health Care Needs (CSHCN)” means DOH’s program that serves children who have serious physical, behavioral or emotional conditions that require health and related services beyond those required by children generally.

“FFP” means Federal Financial Participation which is the federal portion of the total allowable costs of providing services.

“Intergovernmental Transfer (IGT)” means the transfer of public funds between governmental entities. Public funds are made up of state and local tax revenues.

“Local Health Jurisdictions (LHJ)” means a local government agency that carries out a wide variety of programs to promote health, help prevent disease, and build healthy communities in Washington State.

“Local Matching Funds” means funds provided by DOH that:
   a. Are derived from local tax dollars; and

   b. Are not local funds already being used as match for other federal programs; and

   c. Meet applicable federal matching fund regulations.

“Medicaid Client (Client)” means an applicant, recipient, or former applicant or recipient of any service of a Medicaid program administered by HCA.

“Medicaid Outreach” means activities that inform eligible or potentially eligible individuals about Medicaid and how to access the program; such activities include bringing potential eligible individuals into the Medicaid System for the purpose of the eligibility process.

“Neurodevelopmental Center (NDC)” means one of the DOH recognized Washington community non-profit or hospital-based agencies that provides therapy and related services to children with neuromuscular or developmental disorders.

“Office of Family and Community Health Improvement (OFCHI) means an office within the Division of Prevention and Community Health at the Department of Health that includes the Title V CSHCN Program and the BDSS.
“Supplemental Security Income (SSI)” means a federal income supplement program funded by general tax revenues that is designed to provide financial assistance for food, clothing, and shelter to aged, blind, and disabled persons, who have little or no income.

“Title V” means the section of the Social Security Act that authorizes the Maternal and Child Health Services Programs of the United States Department of Health and Human Services to establish a Federal-State partnership to improve the health of all mothers and children including children with special health care needs.

“Total Computable” means the total expense incurred by DOH (includes the local matching and federal shares).

2. **Responsibilities**

2.1. **DOH** will inform Medicaid eligible CSHCN clients and their families about the benefits and availability of Medicaid-covered services and how to access them through phone calls, email, in-person encounters, and DOH will provide HCA’s resource materials.

DOH will inform providers and families of Medicaid eligible CSHCN clients who are under age three (3) about the availability of Early Intervention (EI) services from the Department of Early Learning (DEL) or its successor through phone calls, email, in-person encounters, and DOH will provide HCA’s resource materials. DOH must maintain a list of all Medicaid enrolled CSHCN clients.

- DOH must maintain a contact log documenting all Medicaid outreach activities conducted for each CSHCN client. The log must include at minimum:
  - Client’s ProviderOne Id;
  - Client’s name;
  - Date contact was made;
  - Method of contact (phone, email, encounter, etc.);
  - Purpose of the contact;
  - Who the contact was made with; and
  - Notes about what was discussed and any needed follow up.

2.2. **DOH** will inform staff from other agencies, programs and services, stakeholders, and Medicaid providers about Medicaid services available to Medicaid eligible CSHCN clients through interagency work groups, meetings, conferences or other methods to improve access and coordination of Medicaid services for these clients.

- DOH must maintain a log documenting these activities which must include at minimum:
  - Who the activity was conducted with;
  - Date the activity was performed;
  - Type of activity performed (work groups, meetings, conferences, etc.);
Purpose of the activity;

Intended outcome of the activity; and

Notes about what was discussed and any follow up.

2.3. DOH will perform data and record management services with the Birth Defects Surveillance System (BDSS) and the CSHCN CHIF Data System, data sharing and interfacing with HCA to identify children with special health care needs accessing Medicaid covered services.

DOH collects this data through contracts with the 35 Local Health Jurisdictions and 19 Neurodevelopmental Centers in Washington State who serve children with special health care needs. The LHJs and NDCs submit the data to DOH. DOH shares the data electronically with HCA on a quarterly basis to match the children in the system on Medicaid who have ProviderOne numbers.

2.4. DOH will perform administrative activities and interfaces between IT systems with the Department of Social and Health Services Division of Disabilities Determination Services (DDDS) to assist with Medicaid Client eligibility determinations and maintain systematic mechanism for identifying Title V recipients who are potential Supplemental Security Income (SSI) applicants for referral to the Social Security Administration (SSA) and access to Medicaid-covered health care services.

- DOH must maintain a list of all Medicaid enrolled CSHCN clients referred to DDDS to apply for SSI.

- DOH must maintain a log that shows the number of CSHCN Medicaid client referrals that are approved and denied by SSI. The log must include at minimum:
  
  - Client’s ProviderOne Id;
  
  - Client’s name;
  
  - Date the referral was sent to DDDS;
  
  - Status of the client’s SSI application; and
  
  - Follow up actions.

2.5. DOH will host at minimum a quarterly meeting with HCA program and policy managers for Medicaid program planning, policy development and interagency coordination to participate in WAC development and review, data analysis to improve access to Medicaid services for CSHCN clients, reimbursement policies, billing instructions and other workgroups, advisory, operations and leadership meetings. DOH may also participate in additional meetings as needed.

- These meetings will also identify and assess whether changes to Medicaid billing, reimbursement, WACs, benefits service packages or other agency changes have an impact to CSHCN clients and DOH will provide technical assistance to CSHCN coordinators, providers, partners, and stakeholders to ensure any impacts are fully understood and appropriate measures are taken. DOH must establish quarterly meeting schedules and facilitate the meetings to include agenda development, meeting minutes, establishing next steps, and
ensuring action items are accomplished. DOH must maintain documentation of each meeting to include at minimum:

- Meeting dates;
- Meeting minutes;
- List of attendees;
- Next steps and action items; and
- Follow up measures.

DOH must document technical assistance provided to include at minimum:

- Date the assistance was provided;
- Purpose of the assistance;
- Attendees or entities the assistance was provided for;
- Summary of technical assistance and training provided;
- Training documents provided; and
- Follow up actions.

2.6. DOH will provide quality improvement measures to ensure that CSHCN children receiving special health care services through Maxillofacial Review Boards, Neurodevelopmental Centers (NDC), and other specialty care are in compliance with Chapters 246-817 WAC and HCA’s Physician-Related Services/Health Care Professional Services Billing guide.

- DOH must maintain a quality improvement action plan. The log must include at minimum:

  - Areas of focus;
  - Meetings attended;
  - Summary of issues identified for individual providers; and
  - Summary of issues identified for specific provider specialties.

2.7. DOH will provide at least quarterly consultation meetings and videoconferences through the CSHCN Communication Network for Local Health Jurisdictions, CSHCN contractors, NDCs, interagency partners, and Medicaid staff; conduct assessment, planning, and evaluation activities to improve medically-related service delivery and access to quality care within a medical home for Medicaid Clients who are children with special
health care needs; and to refer Medicaid Clients who are children with special health care needs to Medicaid providers.

* DOH must maintain a log that documents consultation meetings and videoconferences. The log must include at minimum:
  
  o Dates of consultation meetings and videoconferences;
  
  o List of attendees;
  
  o Summary of the meeting or videoconference; and
  
  o Follow up actions.

2.8. DOH will identify and facilitate training opportunities for medical providers, community partners, and family support organizations to improve access to care for Medicaid covered services and help parents and medical providers of CSHCN to better understand Medicaid benefits and services and how to access them.

* DOH must maintain a training log. The log must include at minimum:
  
  o Training dates;
  
  o List of attendees;
  
  o Purpose of training and intended outcome;
  
  o Summary of training activities; and
  
  o Follow up actions.

3. **Deliverables**

DOH must submit an annual narrative report that describes the impacts of Medicaid activities at DOH by August 1st. The narrative report should summarize the activities covered in this contract, and provide recommendations, areas of improvements, or other general comments.

A quarterly report will be submitted with each invoice. HCA will not process a claim until all deliverables are received and approved. The summary report must be supported by source documentation at DOH’s site, and must include the following:

a. The total number of Medicaid Outreach activities conducted.

   * Total number of clients-including the number reached
     
     o Total number for each method (phone, email, and encounter, etc.)
     
     o Summary of general outcomes, barriers, recommendations or other comments related to outreach activities conducted to clients and their families, including changes from previous quarters and projected changes in the future.

   * Total number of Medicaid providers included-including the number reached
- Total number for each method (phone, email, encounter, etc.)
- Summary of general outcomes, barriers, recommendations or other comments related to outreach activities conducted to Medicaid providers on behalf of CSHCN clients and their families, including changes from previous quarters and projected changes in future quarters.
  - General comments, suggestions, recommendations, areas of improvement or other comments obtained through outreach activities to CSHCN clients and their families.
  - Confirmation that DOH BDSS and CSHCN CHIF quarterly data was provided to HCA.
ATTACHMENT 1: FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

I. FEDERAL COMPLIANCE - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact the HCA Program Manager.

a. Source of Funds: Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.778. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. 1261-59786.

b. Single Audit Act: A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee who expends $750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.

c. Modifications: This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.

1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
   i. Deviations from the budget and Project plan.
   ii. Change in scope or objective of the agreement.
   iii. Change in a key person specified in the agreement.
   iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
   v. Need for additional funding.
   vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
   vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.

2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

d. Sub-Contracting: The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

e. Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

f. Unallowable Costs: The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
g. **Citizenship/Alien Verification/Determination:** The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.

h. **Federal Compliance:** The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.

i. **Civil Rights and Non-Discrimination Obligations:** During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) [http://www.hhs.gov/ocr/civilrights](http://www.hhs.gov/ocr/civilrights)

<table>
<thead>
<tr>
<th>HCA Federal Compliance Contact Information</th>
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<tbody>
<tr>
<td>Federal Grants and Budget Specialist</td>
</tr>
<tr>
<td>Health Care Policy</td>
</tr>
<tr>
<td>Washington State Health Care Authority</td>
</tr>
<tr>
<td>Post Office Box 42710</td>
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<tr>
<td>Olympia, Washington 98504-2710</td>
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II. **CIRCULARS ‘COMPLIANCE MATRIX’** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, Washington State Department of Health. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

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<thead>
<tr>
<th>ENTITY TYPE</th>
<th>OMB CIRCULAR</th>
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<tbody>
<tr>
<td>State, Local and Indian Tribal Governments and Governmental Hospitals</td>
<td>OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501</td>
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<tr>
<td>Non-Profit Organizations and Non-Profit Hospitals</td>
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<tr>
<td>Colleges or Universities and Affiliated Hospitals</td>
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<td>For-Profit Organizations</td>
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Washington State Health Care Authority Attachment 1: Federal Compliance, Certifications and Compliance
Definitions:
"Sub-recipient" means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

"Sub-award and Sub-grant" are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.

IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be
taken against employees for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about
(1) The dangers of drug abuse in the workplace;
(2) The contractor's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;

d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO Box 42700
Olympia, WA 98504-2700

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer
or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is
consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Non-procurement List (of excluded parties).

9) 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.

10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible,
or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.
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<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td></td>
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Please also print or type name: Frank Webley  
Contract Specialist

<table>
<thead>
<tr>
<th>ORGANIZATION NAME: (if applicable)</th>
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<tr>
<td>WA State D. O. H.</td>
<td>10/25/17</td>
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ATTACHMENT 2:
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) DATA COLLECTION FORM

This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Required information about your organization and this contract will be made available on USASpending.gov by the Washington State Health Care Authority (HCA) as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required by both HCA and your organization. You may register with CCR on-line at https://www.uscontractorregistration.com/.

Contractor must complete this form and return it to the Health Care Authority (HCA).

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Legal Name</td>
<td>2. DUNS Number</td>
</tr>
<tr>
<td>Washington State Department of Health</td>
<td>808883118</td>
</tr>
<tr>
<td>3. Principle Place of Performance</td>
<td></td>
</tr>
<tr>
<td>101 Israel Road SE</td>
<td></td>
</tr>
<tr>
<td>3a. City</td>
<td>3b. State</td>
</tr>
<tr>
<td>Tumwater</td>
<td>WA</td>
</tr>
<tr>
<td>3c. Zip</td>
<td>3d. Country</td>
</tr>
<tr>
<td>98501</td>
<td>United State of America</td>
</tr>
</tbody>
</table>

4. Are you registered in SAM? □YES (skip to page 2. Sign, date and return) □NO

5. In the preceding fiscal year did your organization:
   a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and
   b. $25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and
   c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330

□ NO (skip the remainder of this section - Sign, date and return)

□ YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

<table>
<thead>
<tr>
<th>Name Of Official</th>
<th>Total Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
</tbody>
</table>

Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c)(2)).
By signing this document, the Contractor Authorized Representative attests to the information.

Signature of Contractor Authorized Representative

Date 10/24/17

HCA will not endorse the Contractor's subaward until this form is completed and returned.

FOR HEALTH CARE AUTHORITY USE ONLY

HCA Contract Number: ________

Sub-award Project Description (see Instructions and examples below)

The purpose of this agreement is to increase access to Medicaid covered services for Children with Special Health Care Needs (CSHCN) by providing outreach and application assistance, and collaborating with the Health Care Authority (HCA) in program policy and planning efforts for Medicaid programs and services available for CSHCN clients.

Instructions for Sub-award Project Description:
In the first line of the description provide a title for the sub-award that captures the main purpose of the subrecipients work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

Example of a Sub-award Project Description:
Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.
| Washington State Health Care Authority | CONTRACT AMENDMENT | HCA Contract No.: K689  
| Medicaid Genetics Counseling Services | Amendment No.: 01 | DOH Contract No.: N19968-01  
| | DOH Contract GVS19968-1 |

**THIS AMENDMENT TO THE CONTRACT** is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>CONTRACTOR doing business as (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Health Services</td>
<td>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</td>
</tr>
</tbody>
</table>

**CONTRACTOR ADDRESS**  
Debra Doyle, Program Manager  
310 Israel Road SE, 2nd Floor  
Tumwater, WA 98501

WHEREAS, HCA and Contractor previously entered into a Contract to improve access to, and availability of genetic counseling, evaluation and related medical services to Medicaid clients, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to extending the Period of Performance, change the deliverables in the Exhibit A Statement of Work, increase the Consideration and change HCA program managers and update the Billing and Payment procedures;

NOW THEREFORE, the parties agree that the Contract is amended as follows.

1. **Period of Performance.** To extend the period of performance to two (2) years effective October 1, 2017 through September 30, 2019, unless terminated sooner as provided herein.

2. **Exhibit A - Statement of Work.** Replace Statement of Work for Genetics Counseling Services in its entirety as shown below.

3. **Consideration.** The work provided in accordance with this Contract will be increased by $42,750 for 2017/2018 partial year, $60,000 for the 2019 fiscal year and $17,250 for the partial 2019/2020 fiscal year ending on September 30, 2019 for a total Contract consideration amount of $120,000 for a maximum Contract consideration of $420,000.

4. **HCA Program Managers** are Jodi Kunkel, Occupational Nurse Coordinator, 360/725-9805, jodi.kunkel@hca.wa.gov and Joey Zarate, Clinical Contracts Program Manager, 360/725-9961, jose.zarate@hca.wa.gov, both from the CQCT Division.

5. **Billing and Payment.** Submit invoices to the following address for all amounts to be paid by HCA via email to: Acctspay@hca.wa.gov. Include the HCA Contract number in the subject line of the email. Invoices must describe and document to HCA’s satisfaction a description of the work performed, the progress of the project, and fees. All invoices will be reviewed and must be approved by the Program Manager or his/her designee prior to payment.
6. This Amendment shall be effective October 1, 2017 ("Effective Date").

7. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

8. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by HCA.

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Webley</td>
<td>Contract Specialist</td>
<td>11/7/17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HCA SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melanie Anderson</td>
<td>Contracts Administrator</td>
<td>11/14/17</td>
</tr>
</tbody>
</table>
## Exhibit A – Statement of Work for Genetic Counseling Services

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverable</th>
<th>Due Date</th>
<th>Yearly Amount 2017/18 and 2018/19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part A – Reporting and Data Analysis</strong></td>
<td></td>
<td></td>
<td>Not to exceed $15,000 per year for Part A</td>
</tr>
<tr>
<td>DOH will monitor and compile data for HCA and report DOH licensed and approved Genetic Counselors in State of Washington</td>
<td>Submit a semi-annual report to the Medicaid Contact the total number approved providers in WA</td>
<td>No later than the last business day of January and August each year</td>
<td>$750 for each report</td>
</tr>
<tr>
<td>DOH will issue a report that shows the tracking of Medicaid dollars to Regional Genetics Clinics geographically where Medicaid approved Genetic Counseling providers are located</td>
<td>Provide semi-annual tracking document</td>
<td>No later than the last business day of October, January, April, and July of each year</td>
<td>$6,750 semi-annual</td>
</tr>
<tr>
<td><strong>Part B – Collaboration and Consultation</strong></td>
<td></td>
<td></td>
<td>Not to exceed $45,000 per year for Part B</td>
</tr>
<tr>
<td>Provide expertise, consultation and technical assistance to Medicaid staff, medical providers who treat Medicaid patients and to Medicaid patients regarding issues of: Prenatal Diagnosis, Medical Genetics, Genetic Counseling, Testing Options, Pharmacogenetics, Medical Industry Trends, Telemedicine Providers &amp; Services, Genetic Subscription Testing Management Programs</td>
<td>Provide quarterly report to HCA describing consultative activities</td>
<td>No later than the last business day of October, January, April and July of each year</td>
<td>$10,625 each quarter</td>
</tr>
<tr>
<td>Provide technical expertise and support to HCA/Medicaid staff in the development and updating of Provider billings instructions</td>
<td>Annual review and revisions to: Prenatal Diagnosis, Genetic Counseling, and Bill Instructions</td>
<td>No later than the last business day of October each year</td>
<td>$2,500 annually</td>
</tr>
</tbody>
</table>
INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
HEALTH CARE AUTHORITY
AND
DEPARTMENT OF HEALTH

THIS AGREEMENT is made and entered into by and between the Washington State Health Care Authority, hereinafter referred to as "HCA" and the Department of Health, hereinafter referred to as "DOH" pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE
The purpose of the agreement is for DOH to improve access to, and availability of genetic counseling, evaluation and related medical services to Medicaid clients. In addition, DOH shall provide genetics expertise, including consultation and reporting to HCA staff. This agreement allows HCA to draw down federal dollars for DOH for these services conducted on behalf of Medicaid clients.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DOH shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for and incidental to the performance of the work set forth in Statement of Work, and submit reports in accordance with the deliverables set forth in Genetics Counseling Services, Exhibit A, hereto and incorporated herein.

PERIOD OF PERFORMANCE
Subject to its other provisions, the period of performance of this Agreement shall commence on October 1, 2012, and be completed on September 30, 2017, unless terminated sooner or extended, as provided herein. This agreement may be renewed each biennium based upon mutual agreement of both parties and sufficient funding beyond September 30, 2017.

STATEMENT OF WORK

DOH shall:

1. Provide HCA with information related to DOH licensed and approved Genetic Counselors in Washington;
2. Provide HCA with a report that shows the tracking of Medicaid dollars to Regional Genetics Clinics;
3. Provide expertise, consultation and technical assistance to Medicaid staff, medical providers who treat Medicaid patients and to Medicaid patients regarding issues of prenatal diagnosis, medical genetics, and genetic counseling and testing options;

Washington State
Health Care Authority

DOH Contract #N[44416]
4. Provide technical expertise and support to HCA staff in the development and updating of Provider billing instructions.

CONSIDERATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed $300,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the Statement of Work Exhibit A, which is attached hereto and incorporated herein.

a. All billings will be based on actual costs. DOH must keep records for these invoiced expenditures and will produce these records if needed for auditing purposes.

b. DOH will only bill up to the amount that they can provide the state match for. If they are not able to bill up to the total amount of costs for one quarter due to a lack of state funds, they may not bill for these costs the next quarter.

c. DOH shall provide 100% of the non-federal matching funds required for receipt of federal matching Medicaid funding for these activities. State matching dollars reported by DOH may not be used as match for any other purpose, and cannot be obligated for other use.

d. DOH will be liable for any audit findings and costs associated with these findings. HCA will not be responsible for repayment of these expenditures.

BILLING AND PAYMENT

a. HCA shall not pay DOH, if the DOH is entitled to payment or has been or will be paid by any other source, including grants, for these services.

b. DOH will invoice HCA within sixty (60) days of the end of the quarter for work provided in the previous quarter. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Each invoice shall describe and document to HCA’s satisfaction a description of the work performed, activities accomplished and the progress of the work in accordance with the Statement of Work.

c. DOH will transfer fifty (50) percent of the sum invoiced to HCA through IGT. Both the invoice and IGT must reference the Agreement number specified on page 1 of this Agreement.

d. Upon receipt of the DOH state match dollars, and a properly completed A-19 form, approved by the HCA Program Manager, HCA will process payment to DOH for the total invoiced amount.

e. Payment shall be considered timely if made by HCA within thirty (30) days after receipt and acceptance by the Program Manager of the properly completed invoices and IGT transfer.
f. Payment shall be sent to the address designated by the DOH in the Contract Management Section of this Contract. HCA at its sole discretion, may withhold payment claimed by the DOH for services rendered if DOH fails to satisfactorily comply with any term or condition of this Agreement.

g. DOH records receipt from HCA as appropriate in their accounting records, which includes reclassifying the expenditures from all state to state and federal split.

h. HCA shall not pay the DOH, if the DOH is entitled to payment or has been or will be paid by any other source, including grants, for these services.

i. DOH will provide HCA with an estimate for fiscal year close expenditures no later than July 15th of each year.

**AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified or amended by written agreement executed by both parties.

**ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for HCA is: Ellen Silverman  
Clinical Utilization Management Supervisor  
626 8th Avenue SE  
Olympia, WA 98504

The Program Manager for DOH is: Debra Doyle  
20435 72nd Avenue S, #200  
Kent, WA 98032

**DISALLOWED COSTS**

The DOH is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
DISPUTES
In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE
This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;

b. Statement of work; and

c. Any other provisions of the agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RECORDS MAINTENANCE
The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
RIGHTS IN DATA
Unless otherwise provided, data which originates from this Agreement shall be "works for
hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the HCA. Data
shall include, but not be limited to, reports, documents, pamphlets, advertisements, books
magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions.
Ownership includes the right to copyright, patent, register and the ability to transfer these
rights.

SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by
reference shall be held invalid, such invalidity shall not affect the other provisions of this
Agreement, which can be given effect without the invalid provision if such remainder
conforms to the requirements of applicable law and the fundamental purpose of this
agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION
Either party may terminate this Agreement upon 30-days' prior written notification to the
other party. If this Agreement is so terminated, the parties shall be liable only for
performance rendered or costs incurred in accordance with the terms of this Agreement
prior to the effective date of termination.

TERMINATION FOR CAUSE
If for any cause, either party does not fulfill in a timely and proper manner its obligations
under this Agreement, or if either party violates any of these terms and conditions, the
aggrieved party will give the other party written notice of such failure or violation. The
responsible party will be given the opportunity to correct the violation or failure within 15-
working days. If failure or violation is not corrected, this Agreement may be terminated
immediately by written notice of the aggrieved party to the other.
WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
HEALTH CARE AUTHORITY

Signature

Legal Services Manager 12/20/12
Title Date

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Signature

Ann Thompson
Contract Administrator

Title

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

DOH Contract #1148

Washington State Health Care Authority
# Exhibit A - Genetic Counseling Services – Statement of Work

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverable</th>
<th>Due Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A - Reporting and Data Analysis</td>
<td>DOH will monitor and compile data for HCA and report DOH licensed and approved Genetic Counselors in WA</td>
<td>No later than the last business day of January and August each year</td>
<td>Not to exceed $15,000 per year for Part A.</td>
</tr>
<tr>
<td></td>
<td>Submit a semi-annual report to the Medicaid Contact the total number approved providers in WA</td>
<td></td>
<td>$750 for each report</td>
</tr>
<tr>
<td></td>
<td>DOH will issue a report that shows the tracking of Medicaid dollars to Regional Genetics Clinics</td>
<td>No later than the last business day of October, January, April and July of each year</td>
<td>$3,375 each quarter</td>
</tr>
<tr>
<td></td>
<td>Provide quarterly tracking document</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part B - Collaboration and Consultation</td>
<td>Provide expertise, consultation and technical assistance to Medicaid staff, medical providers who treat Medicaid patients and to Medicaid patients regarding issues of prenatal diagnosis, medical genetics, and genetic counseling and testing options</td>
<td>No later than the last business day of October, January, April and July of each year</td>
<td>Not to exceed $45,000 per year for Part B.</td>
</tr>
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<td></td>
<td>Provide quarterly report to HCA describing consultative activities.</td>
<td></td>
<td>$10,625 each quarter</td>
</tr>
<tr>
<td></td>
<td>Annual review/revisions to Prenatal Diagnosis Genetic Counseling Billing Instructions</td>
<td>No later than the last business day of October each year</td>
<td>$2,500 annually</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INTERAGENCY AGREEMENT

Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH

And
STATE OF WASHINGTON
HEALTH CARE AUTHORITY

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and the State of Washington Health Care Authority, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: The purpose of this contract is to improve referral to the First Steps program. Health Care Authority and Tacoma Pierce County Health Department will network with and provide information to community groups that address health issues for communities of color. The goal is to support outreach and linkage to First Steps services to Medicaid-eligible African American pregnant women in Pierce County and to provide them with culturally appropriate health messages.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on July 01, 2017 and be completed on June 30, 2019, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Information about your organization and this Agreement will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH’s form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work
herein will not exceed $25,000 in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:
Federal: $0  State: $25,000  Other: $0  TOTAL: $25,000

Contractor agrees to comply with applicable rules and regulations associated with the federal funds.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH IT Security Officer at (360) 236-4432. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is: The Contract Manager for the Contractor is:
Name: Brittany Hinchcliffe Name: Melanie Anderson / Heather Weiher
Office: Office of Healthy Communities
Department of Health
PO Box 47880
Olympia, WA 98504-7880
Title: Contracts Administrator / MAPS3
Company: Health Care Authority
Address: PO Box 45530
City State Zip: Olympia, WA 98504-5330
Phone: (360) 236-7868 Phone: (360) 725-1271 / (360) 725-1293

DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a
determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

A. Federal statutes and regulations
B. State statutes and regulations
C. Agreement amendments
D. The Agreement (in this order)
   1. Primary document (document that includes the signature page)
   2. Statement of Work (Exhibit A)

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of the party and shall not be considered for any purpose to be employees or agents of the other party.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

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

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<table>
<thead>
<tr>
<th>HCA CONTRACTOR SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>6/9/17</td>
</tr>
<tr>
<td>PRINT OR TYPE NAME AND TITLE</td>
<td></td>
</tr>
<tr>
<td>Annette Schuffenhueter, Chief Legal Officer</td>
<td></td>
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<table>
<thead>
<tr>
<th>DOH CONTRACTING OFFICER SIGNATURE</th>
<th>DATE</th>
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</thead>
<tbody>
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<td>[Signature]</td>
<td>6/13/17</td>
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<tr>
<td>PRINT OR TYPE NAME AND TITLE</td>
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<tr>
<td>Frank Webley, Contract Specialist</td>
<td></td>
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</table>

This contract has been approved as to form by the attorney general.

RECEIVED
JUN 13 2017
DOH Contracts Office
Exhibit A Statement of Work
DOH Contract N22770
Washington State Health Care Authority
Tacoma-Pierce Health Ministers
July 1, 2017-June 30, 2019

Purpose: African American clients who are Medicaid eligible are at disproportionately increased risk for poor pregnancy outcomes. This statement of work is to support outreach and linkage to First Steps services to Medicaid-eligible African American pregnant women in Pierce County and to provide them with culturally appropriate health messages. Tacoma-Pierce County Health Department (TPCHD) will continue to work with health ministers to improve referral to the First Steps program. TPCHD will also network with and provide information to community groups that address health issues for communities of color.

The Department of Health (DOH) is contracting with the Health Care Authority (HCA) for this work with the expectation that the HCA will subcontract the work to TPCHD. All DOH state funds will be paid to the TPCHD. For each DOH State fund dollar paid to TPCHD, HCA will pay TPCHD a dollar of Medicaid match funds.

<table>
<thead>
<tr>
<th>Task Description:</th>
<th>Deliverables:</th>
<th>HCA will submit deliverables to DOH by:</th>
</tr>
</thead>
</table>
| 1. Work with a network of health ministers in churches to support high risk pregnant women. Health ministers will identify pregnant church members and other pregnant women in the community and serve as a referral source to the First Steps program, other Medicaid services, and social services as needed for each client. | Brief written quarterly reports summarizing work with health ministers, including:  
- Churches that inquire about or join the network.  
- Efforts to find and serve high risk pregnant women.  
- Number and type of referrals by church including referrals to First Steps.  
- Accomplishments and successes.  
- Challenges and barriers to achieving program goals.  
- Other resources needed to support or improve this work. | 10-31-2017  
01-31-2018  
04-30-2018  
07-31-2018  
10-31-2018  
01-31-2019  
04-30-2019  
06-30-2019 |
<table>
<thead>
<tr>
<th>Date</th>
<th>Deliverables:</th>
<th>Task Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>09-30-2016</td>
<td>HCA will submit deliverables to</td>
<td>DNA will submit deliverables to</td>
</tr>
</tbody>
</table>
The remaining costs will be paid by the Health Care Authority with Medicare Funds.

- Subcontractor
- Department of Health will reimburse the Health Care Authority for half of the costs billed by the
- Contractor will invoice no more than quarterly and no less than quarterly.
- Payment will be based on reimbursement for actual costs incurred by the subcontractor.

Payment:

Changes to deliverables due may be made with prior (e.g., email) approval from the DOH Contract Manager.

Before approving changes to deliverables, DOH Contract Manager will review changes to deliverables. If they are unclear, incomplete, or incorrect, the changes will be rejected.

Final deliverables must be submitted to the DOH Contract Manager for approval by the due date. The

Unresolved issues to deliverables that require additional work required to complete the deliverables.

Brief descriptions of deliverables must be submitted with the Department of Health contract number and date.

Deliverables:

Deliverables may be sent by email.

About the status of the work and concerns of deliverables.

Any questions from the Department of Health contract manager about the contract. These may include questions

Handling of the deliverables. This person will be the point of contact for the Department of Health.

The Health Care Authority will designate a contract manager who will manage the design phase Contractor.

### Special Considerations

<table>
<thead>
<tr>
<th>5200'000</th>
<th>60-30-2017</th>
<th>61030-2019</th>
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</thead>
<tbody>
<tr>
<td>$12,500</td>
<td>$12,500</td>
<td></td>
</tr>
<tr>
<td>81030-2017</td>
<td>80-30-2019</td>
<td></td>
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</table>

**Total:**

- Medical Match from HCA
- DOH State Funds
- Medical Match from HCA
- DOH State Funds
- Project Budget
MUTUAL INFORMATION SHARING AGREEMENT
For
CONFIDENTIAL INFORMATION OR LIMITED DATASET(S)
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
Washington State Health Care Authority – Medicaid Program

This Reinstated and Amended Mutual Information Sharing Agreement documents the conditions under which the Washington State Department of Health and Washington State Health Care Authority share confidential information or limited Dataset(s) with each other.

CONTACT INFORMATION FOR ENTITIES RECEIVING AND PROVIDING INFORMATION

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Washington State Health Care Authority (HCA)</th>
<th>Washington State Department of Health (DOH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Contact Name</td>
<td>Lenora Early</td>
<td>Meredith Pyle</td>
</tr>
<tr>
<td>Title</td>
<td>IT Specialist 5</td>
<td>CSHCN Manager</td>
</tr>
<tr>
<td>Address</td>
<td>PO Box 45564</td>
<td>PO Box 47880</td>
</tr>
<tr>
<td></td>
<td>Olympia, WA 98504-5564</td>
<td>Olympia, WA 98504-7880</td>
</tr>
<tr>
<td>Telephone #</td>
<td>360-725-1659</td>
<td>360-236-3536</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:lenora.early@hca.wa.gov">lenora.early@hca.wa.gov</a></td>
<td><a href="mailto:meredith.pyle@doh.wa.gov">meredith.pyle@doh.wa.gov</a></td>
</tr>
<tr>
<td>Fax #</td>
<td>360-586-0702</td>
<td>360-586-7868</td>
</tr>
<tr>
<td>IT Security Contact</td>
<td>Bill Brush</td>
<td>Tracy Auldredge</td>
</tr>
<tr>
<td>Title</td>
<td>HCA IT Security Officer</td>
<td>DOH IT Security Officer</td>
</tr>
<tr>
<td>Address</td>
<td>PO Box 45512</td>
<td>PO Box 49704</td>
</tr>
<tr>
<td>Telephone #</td>
<td>360-725-5148</td>
<td>360-236-4432 (office)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>360-236-2290 (emergency)</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:bill.brush@hca.wa.gov">bill.brush@hca.wa.gov</a></td>
<td><a href="mailto:tracy.auldredge@doh.wa.gov">tracy.auldredge@doh.wa.gov</a></td>
</tr>
<tr>
<td>Privacy Contact Name</td>
<td>Matt King</td>
<td>Melanee Auldredge</td>
</tr>
<tr>
<td>Title</td>
<td>Privacy Officer</td>
<td>DOH Public Records Manager</td>
</tr>
<tr>
<td>Address</td>
<td>PO Box 42700</td>
<td>PO Box 49704</td>
</tr>
<tr>
<td>Telephone #</td>
<td>360-725-9828</td>
<td>360-236-4220</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:privacyofficer@hca.wa.gov">privacyofficer@hca.wa.gov</a></td>
<td><a href="mailto:melanee.auldredge@doh.wa.gov">melanee.auldredge@doh.wa.gov</a></td>
</tr>
</tbody>
</table>

Any reference to DOR Contract N21399 in this amendment is changed to GVS21399.

RECEIVED
DEC 28 2017
DOH Contracts Office
DEFINITIONS:

**Authorized User** shall mean a recipient's employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

**Authorized User Agreement** shall mean the confidentiality agreement a recipient requires each of its Authorized Users to sign prior to gaining access to Public Health Information.

**Breach of confidentiality** means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

**Breach of security** means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

**CHIF** – The Child Health Intake Form Automated System (CHIF) is the client intake process for data collection in the Children with Special Health Care Needs (CSHCN) Program at the Washington State Department of Health. The local CSHCN agency, in the county where the client resides, is responsible for entering data on all clients served and reporting to the CSHCN Program.

**Confidential Information** means information that is protected from public disclosure by law. There are many state and federal laws that make different kinds of information confidential. In Washington State, the two most common are the Public Records Act RCW 42.56, and the Healthcare Information Act, RCW 70.02.

**Data Storage** means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

**Data Transmission** means the process of transferring information across a network from a sender (or source), to one or more destinations.

**Disclosure** means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

**Encryption** means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a “key”. Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

**Health Care Information** means any information, whether oral or recorded in any form or medium, that identifies or can readily be associated with the identity of a patient and directly relates to the patient's health care....” RCW 70.02.010(7)

**Health Information Exchange (HIE)** means the statewide hub that provides technical services to support the secure exchange of health information between HIE participants.


Limited Dataset means a data file that includes potentially identifiable information. A limited dataset does not contain direct identifiers.

Normal Business Hours Normal State business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. except State Holidays.

Potentially Identifiable Information means information that includes indirect identifiers which may permit linking an individual to that person’s health care information. Examples of potentially identifiable information include:
- birth dates
- admission, treatment or diagnosis dates
- healthcare facility codes; and
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person’s health condition, age or other characteristic.

ProviderOne means the Medicaid payment system maintained by the Washington Health Care Authority – Medicaid program.

Restricted Confidential Information means confidential information where especially strict handling requirements are dictated by statutes, rules, regulations or contractual agreements. Violations may result in enhanced legal sanctions.

State Holidays - Days of the week excluding weekends and state holidays; namely, New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Labor Day, Independence Day, Veterans’ Day, Thanksgiving day, the day after Thanksgiving day, and Christmas. Note: When January 1, July 4, November 11 or December 25 falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

I. PURPOSE AND AUTHORITY/SCOPE OF AGREEMENT

PURPOSE

This Data Sharing Agreement is needed to meet the Code of Federal Regulations (CFR) Title 42 438.208 - Coordination and continuity of care. It also meets the contractual obligations included in this agreement between the Washington State Health Care Authority (HCA) - Medicaid Program and the Department of Health (DOH). The contract specifies “maintain systematic mechanism for identifying Title V recipients who are potential Supplemental Security Income (SSI) applicants for referral to the Social Security Administration (SSA) and access to Medicaid-covered health care services.” This is a two-way data share agreement.
The state Title V Children with Special Health Care Needs Program (CSHCN) has a federal mandate to identify Title V children also enrolled in Medicaid and share this information with the state Medicaid Program. HCA provides these data to their Healthy Options plans that provide medical services to children in Medicaid managed care. The data sharing agreement purpose for CSHCN is to identify high risk Medicaid children and youth in managed care who may need extra care coordination provided by the plans. CSHCN Program data used in this data sharing will come from their Child Health Intake Form (CHIF) database.

Another purpose of this Data Sharing Agreement is to identify Medicaid enrolled children who have received an elevated blood lead test result. DOH stores blood lead data in the Childhood Lead Poisoning Prevention Program (CLPPP) database. The HCA will provide a monthly report to DOH Division of Environmental Health with children’s’ encounters accepted data; DOH will match this data with elevated cases in the CLPPP database. The matched names of Medicaid enrolled children with elevated blood lead cases will be provided back to the HCA from DOH so that the HCA can share this information with the Medicaid Managed Care Plans to provide case management. This is anticipated to be done monthly.

Parties shall use the information described in this Agreement solely for the purpose stated this Agreement.

II. STATUTORY AUTHORITY TO SHARE INFORMATION

1. DOH and HCA statutory authority to disclose and receive the confidential information or limited Dataset(s) identified in this agreement to the Information Recipient: Code of Federal Regulations (CFR) Title 42 Part 438.208 - Coordination and continuity of care. Revised Code of Washington (RCW) 70.02.050 - Disclosure without patient’s authorization – Need to know basis.

Is the purpose of this agreement for research?
☐ Yes  ☒ No

If for research has an Institutional Review Board (IRB) review and approval been received? If yes, please provide copy of approval.
☐ Yes  ☐ No

III. PERIOD OF PERFORMANCE

This amendment shall be effective from 1 January 2018 through 30 September 2021. This agreement may be renewed for additional terms by amendment.

IV. DESCRIPTION OF INFORMATION

Parties will make available the following information under this Agreement (include the name of the database and a list of the data elements):

DOH will provide:
CSHCN Program data used in this data sharing will come from their Child Health Intake Form (CHIF) database.
**CHIF variables include:**
ProviderOne number, NAMELCHD (last name), NAMEFCHD (first name), DOB (date of birth), and GENDER

DOH will provide notification to HCA when the new redesigned CHIF system is operational at DOH and CHIF data are submitted monthly.

**HCA will provide:**

1. A quarterly report with an unduplicated count of children with special health care needs flagged in the ProviderOne system.
2. A quarterly report of all ProviderOne numbers that did not flag, or match, from the DOH data in the ProviderOne system.
3. An annual calendar-year report (by March 31st each year) on Medicaid fee-for-service expenditures for children with special health care needs receiving services at DOH-designated Neurodevelopmental Centers. See attached “DOH Schedule 1, Report 3, Neurodevelopmental Centers” for data report requirements and Exhibit A for report formatting.
4. An annual calendar-year report (by March 31st each year) on Medicaid billing for CPT codes 96110 (Developmental testing; limited with interpretation and report) and 96111 (Developmental testing; extended) for each year starting with 2016 through 2021. See attached “DOH Schedule 1, Report 4, Developmental Screening” for data report requirements and Exhibit B for report formatting.

Reports 1 and 2 are manually compiled by HCA, from ProviderOne Interface 29. Data includes the following variables: First Name, Last Name, Date of Birth, Gender, and ProviderOne Identification Number.

Data is transmitted to and from HCA using a secure SFT (secure file transfer) site.

Data for Reports 3 and 4 come from the ProviderOne Data Warehouse. Because these data are de-identified, these reports can be sent via e-mail.

**For Lead Screenings Data:**

Lead test result data used in this data sharing will come from the Childhood CLPPP database. CLPPP variables include first name, last name, date of birth, address, provider name, provider address, gender, date of test, and blood lead level.

**HCA will provide:**

Managed care plan, monthly report of encounters accepted for Medicaid enrolled children.

Data for Report 5 is provided out of the MPOI, Medicaid Monitoring. Data will include the following variables: Servicing Provider, Enrollee First Name, Enrollee Last Name, Enrollee Date of Birth, Enrollee Gender, Enrollee County of Residence, Enrollee Address, and Date Screen Conducted. See attached “DOH Schedule 1, Report 5, Lead Screening” for data report requirements and Exhibits C and D for report formatting.

**DOH will provide:**

DOH will match the above report to data from the Childhood CLPPP database, and return to HCA with data added of blood lead level.
Data is transmitted through the Washington State Secure File Transfer Service (sft.wa.gov). DOH will provide access to HCA for DOH’s area.

The information described in this section is:
- Restricted Confidential Information
- Category 3: Confidential Information
- Category 4: Potentially identifiable information

Any reference to information in this Agreement shall be the information as described in this Section.

V. ACCESS TO INFORMATION

1. METHOD OF ACCESS/TRANSFER
   - [ ] DOH Web Application (indicate application name):
   - [■] Washington State Secure File Transfer Service (sft.wa.gov)
   - [ ] Encrypted CD/DVD or other storage device
   - [ ] Health Information Exchange (HIE)**
   - [ ] Other: (describe the methods for access/transfer)**

Data transfer will take place using the Washington State Health Care Authority secure STP site, using an HTTPS (Hyper Text Transfer Protocol - Secure) method to transfer the data.

**Note: DOH IT Security Officer must approve prior to Agreement execution. IT Security Officer will send approval/denial directly to DOH Contracts Office and DOH Business Contact.

2. FREQUENCY OF ACCESS/TRANSFER
   - [ ] One time: DOH shall deliver information by _______ (date)
   - [■] Repetitive: frequency or dates: Monthly, Quarterly, Annually, as identified
   - [ ] As available within the period of performance stated in Section III.D.

3. OTHER PROVISIONS
   With the exception of agreements with British Columbia for sharing health information, all data must be stored within the contiguous United States.

HCA will allow read-only ProviderOne system access for at least two CSHCN Program staff at DOH to lookup children’s ProviderOne numbers, and individualized searches as relating to the scope of this Data Share Agreement. To become an authorized user, CSHCN Program staff will fill out Appendix A: Use and Disclosure of Confidential Information.

VI. USE OF INFORMATION

The Data being shared/accessed is owned by the disclosing party.

The Parties agrees to strictly limit use of information obtained or created under this Agreement to the purposes stated in the Agreement. For example, unless the Agreement specifies to the contrary the Parties agree not to:
• link information received under this Agreement with any other information.
• use information received under this Agreement to identify or contact individuals.

The Parties shall construe this clause to provide the maximum protection of the information that the law allows. Any disclosure of Data contrary to this agreement is unauthorized and is subject to penalties identified in law.

VII. SAFEGUARDING INFORMATION

1. CONFIDENTIALITY

Parties agree to:
• limit access and use of the information:
  ▪ To the minimum amount of information
  ▪ The fewest people
  ▪ For the least amount of time required to do the work.
• Assure that all people with access to the information understand their responsibilities regarding it.
• Assure that every person (e.g., employee or agent) with access to the information signs and dates the “Use and Disclosure of Confidential Information Form” (Appendix A) before accessing the information.
  ▪ Retain a copy of the signed and dated form as long as required in Data Disposition Section

The Parties acknowledge the obligations in this section survive completion, cancellation, expiration or termination of this Agreement.

2. SECURITY


• For the purposes of this Agreement, compliance with the HIPAA Security Standard and the HITECH Act meets the ISB IT Security Standards.

The Parties agree to adhere to the Data Security Requirements in Appendix B.

The Parties further assure that they have taken steps necessary to prevent unauthorized access, use or modification of the information in any form.

Note: The DOH IT Security Officer must approve any changes to this section prior to Agreement execution. IT Security Officer will send approval/denial directly to DOH Contracts Office and DOH Business Contact.

3. BREACH NOTIFICATION

The Parties shall notify the appropriate Security Officer within two (2) business days of discovery of any suspected or actual breach of security or confidentiality of information
covered by the Agreement. The notifying party must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by applicable law or reasonably requested by parties in order to meet their regulatory obligations.

VIII. HIPAA COMPLIANCE

The parties to this agreement have entered in a Memorandum of Understanding dated 4 August 2010 (HCA Contract Number K236) that sets out DOH’s obligations for compliance with HIPAA, the HIPAA Rules, and all attendant regulations and promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

IX. RE-DISCLOSURE OF INFORMATION

Parties agree to not disclose in any manner all or part of the disclosing party’s information identified in this Agreement except as the law requires, this Agreement permits, or with specific prior written permission by the disclosing party.

If the Parties must comply with state or federal public record disclosure laws, and receives a records request where all or part of the information subject to this Agreement is responsive to the request: the Information Recipient will notify the appropriate Privacy Officer of the request ten (10) business days prior to disclosing to the requestor. The notice must:

- be in writing; and
- include a copy of the request or some other writing that shows the:
  - date the request was received; and
  - records the Party believes are responsive to the request and the identity of the requestor, if known.

X. ATTRIBUTION REGARDING INFORMATION

HCA agrees to cite “Washington State Department of Health” and DOH agrees to cite “Washington State Health Care Authority,” or other citation as specified, as the source of the information subject of this Agreement in all text, tables and references in reports, presentations and scientific papers.

Other citation: Parties agree to cite their organizational name as the source of interpretations, calculations or manipulations of the information subject of this Agreement.

XI. REIMBURSEMENT TO DOH

Payment for services to create and provide the information is based on the actual expenses DOH incurs, including charges for research assistance when applicable.

Billing Procedure

- Information Recipient agrees to pay DOH by check or account transfer within 30 calendar days of receiving the DOH invoice.
- Upon expiration of the Agreement, any payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, which is earlier.
Charges for the services to create and provide the information are:

☐ $______
☒ No charge.

XII. DATA DISPOSITION

Unless otherwise directed in writing by the DOH Business Contact, at the end of this Agreement, or at the discretion and direction of DOH, the Information Recipient shall:

☐ Immediately destroy all copies of any data provided under this Agreement after it has been used for the purposes specified in the Agreement. Acceptable methods of destruction are described in Appendix B. Upon completion, the Information Recipient shall submit the attached Certification of Data Disposition (Appendix C) to the DOH Business Contact.

☐ Immediately return all copies of any data provided under this Agreement to the DOH Business Contact after the data has been used for the purposes specified in the Agreement, along with the attached Certification of Data Disposition (Appendix C).

☒ Retain the data for the purposes stated herein for a period of time not to exceed three years, after which Information Recipient shall destroy the data (as described below) and submit the attached Certification of Data Disposition (Appendix C) to the DOH Business Contact.

☐ Other (Describe):

XIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

XIV. CAUSE FOR IMMEDIATE TERMINATION

The Parties acknowledge that unauthorized use or disclosure of the Information or any other violation of section VI may result in the immediate termination of this Agreement.

XV. CONFLICT OF INTEREST

The DOH may, by written notice to the Information Recipient:

Terminate the right of the Information Recipient to proceed under this Agreement if it is found, after due notice and examination by the Contracting Office that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Information Recipient, or an agency or representative of the Information Recipient, to any officer or employee of the DOH, with a view towards securing this Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to this Agreement.
In the event this Agreement is terminated as provided in (a) above, the DOH shall be entitled to pursue the same remedies against the Information Recipient as it could pursue in the event of a breach of the Agreement by the Information Recipient. The rights and remedies of the DOH provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the Contracting Office under this clause shall be an issue and may be reviewed as provided in the "disputes" clause of this Agreement.

XVI. DISPUTES

Except as otherwise provided in this Agreement, when a genuine dispute arises between the DOH and the HCA and it cannot be resolved, either party may submit a request for a dispute resolution to each parties' Contracts and Procurement Unit. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- be in writing, and
- state the disputed issues, and
- state the relative positions of the parties, and
- state the HCA's name, address, and his/her department Agreement number, and
- be mailed to the DOH Contracts and Procurement Unit, P. O. Box 47905, Olympia, WA 98504-7905 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.

This dispute resolution process constitutes the sole administrative remedy available under this Agreement.

XVII. EXPOSURE TO DOH BUSINESS INFORMATION NOT OTHERWISE PROTECTED BY LAW AND UNRELATED TO CONTRACT WORK

During the course of this contract, the parties may inadvertently become aware of information unrelated to contract work. Parties will treat such information respectfully and confidentially, recognizing parties rely on public trust to conduct their work. This information may be hand written, typed, electronic, or verbal, and come from a variety of sources.

XVIII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- applicable Washington state and federal statutes and rules;
- any other provisions of the Agreement, including materials incorporated by reference.

XIX. HOLD HARMLESS
Each party to this Agreement shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Agreement. Neither party to this Agreement will be responsible for the acts and omissions of entities or individuals not party to this Agreement. DOH and the HCA shall cooperate in the defense of tort lawsuits, when possible.

XX. LIMITATION OF AUTHORITY

Only the Authorized Signator for (DOH) (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of the DOH. No alteration, modification, or waiver of any clause or condition of this Agreement is effective or binding unless made in writing and signed by the Authorized Signator for DOH.

XXI. RIGHT OF INSPECTION

The Parties shall provide each other and other authorized entities the right of access to its facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement on behalf of the Parties.

XXII. RIGHTS IN INFORMATION

Parties agree to provide, if requested, copies of any research papers or reports prepared as a result of access to data under this Agreement for review prior to publishing or distributing.

XXIII. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement, provided, however, that the remaining terms and conditions can still fairly be given effect.

XXIV. SURVIVORSHIP

The terms and conditions contained in this Agreement which by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Agreement shall survive.

XXV. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XXVI. WAIVER OF DEFAULT

This Agreement, or any term or condition, may be modified only by a written amendment signed by the Information Provider and the Information Recipient. Either party may propose an amendment.
Failure or delay on the part of either party to exercise any right, power, privilege or remedy provided under this Agreement shall not constitute a waiver. No provision of this Agreement may be waived by either party except in writing signed by the Information Provider or the Information Recipient.

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**INFORMATION PROVIDER**

State of Washington Department of Health

[Signature]

[Date]

[Frank Webley]

Contract Specialist

**INFORMATION RECipient**

Washington State Health Care Authority

[Signature]

[Date]

[Jane W. Smyth]

[Date]
APPENDIX B

DATA SECURITY REQUIREMENTS

1. Definitions

In addition to the definitions set out in section 4, Definitions, of the Data Share Agreement, the definitions below apply to this Exhibit.

a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

   (a) Passwords for external authentication must be a minimum of 10 characters long.

   (b) Passwords for internal authentication must be a minimum of 8 characters long.

   (c) Passwords used for system service or service accounts must be a minimum of 20 characters long.

b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).

c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handheld PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.

d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.

f. "Trusted System(s)" means 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 communications within that Network.

g. "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.
APPENDIX A

USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

People with access to confidential information are responsible for understanding and following the laws, policies, procedures, and practices governing it. Below are key elements:

A. CONFIDENTIAL INFORMATION
   Confidential information is information federal and state law protects from public disclosure. Examples of confidential information are social security numbers, and healthcare information that is identifiable to a specific person under RCW 70.02. The general public disclosure law identifying exemptions is RCW 42.56.

B. ACCESS AND USE OF CONFIDENTIAL INFORMATION
   1. Access to confidential information must be limited to people whose work specifically requires that access to the information.
   2. Use of confidential information is limited to purposes specified in sections V and VI of this Agreement.

C. DISCLOSURE OF CONFIDENTIAL INFORMATION
   1. An Information Recipient may disclose an individual’s confidential information received or created under this Agreement to that individual or that individual’s personal representative consistent with law.
   2. An Information Recipient may disclose an individual’s confidential information, received or created under this Agreement only as permitted under section VIII - Re-Disclosure of Information of the Agreement, and state and federal laws allow.

D. CONSEQUENCES OF UNAUTHORIZED USE OR DISCLOSURE
   An Information Recipient’s unauthorized use or disclosure of confidential information is the basis for the Information Provider immediately terminating the Agreement. The Information Recipient may also be subject to administrative, civil and criminal penalties identified in law.

E. ADDITIONAL DATA USE RESTRICTIONS: (if necessary)

   Signature: ____________________________

   Date: ________________________________

RECEIVED

DEC 28 2017

DOH Contracts Office

Page 13 of 45
2. **Data Transmission**
   
a. When transmitting HCA’s Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.

b. When transmitting HCA’s Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. **Protection of Data**

   The Receiving Party agrees to store and protect Confidential Information as described:

   **a. Data at Rest:**

   (1) Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

   (2) Data stored on Portable/Removable Media or Devices:

   (A) Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

   (B) HCA’s data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:

   1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

   2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

   3. Keeping devices in locked storage when not in use;

   4. Using check-in/check-out procedures when devices are shared;

   5. Maintain an inventory of devices; and

   6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

   **b. Paper documents.** Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to
authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Data Segregation

HCA’s Data received under this DSA must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Receiving Party, all of HCA’s Data can be identified for return or destruction. It also aids in determining whether HCA’s Data has or may have been compromised in the event of a security breach.

a. HCA’s Data must be kept in one of the following ways:
   i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
   ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA’s Data; or
   iii. in a database that will contain only HCA Data; or
   iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
   v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate HCA’s Data from non-HCA data, then both HCA’s Data and the non-HCA data with which it is commingled must be protected as described in this Exhibit.

5. Data Disposition

When the Confidential Information is no longer needed, except as noted below, the Data must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (http://esrc.nist.gov/publications/PubsSPs.html).

a. For HCA’s Confidential Information stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
APPENDIX C

CERTIFICATION OF DATA DISPOSITION

Date of Disposition ____________________________

☐ All copies of any Datasets related to agreement DOH#N21399 have been deleted from all data storage systems. These data storage systems continue to be used for the storage of confidential data and are physically and logically secured to prevent any future access to stored information. Before transfer or surplus, all data will be eradicated from these data storage systems to effectively prevent any future access to previously stored information.

☐ All copies of any Datasets related to agreement DOH#N21399 have been eradicated from all data storage systems to effectively prevent any future access to the previously stored information.

☐ All materials and computer media containing any data related to agreement DOH #N21399 have been physically destroyed to prevent any future use of the materials and media.

☐ All paper copies of the information related to agreement DOH #N21399 have been destroyed on-site by cross cut shredding.

☐ All copies of any Datasets related to agreement DOH #N21399 that have not been disposed of in a manner described above, have been returned to DOH.

☐ Other

The data recipient hereby certifies, by signature below, that the data disposition requirements as provided in agreement DOH #N21399, Section C, item B Disposition of Information, have been fulfilled as indicated above.

__________________________________________  ________________
Signature of data recipient                Date

RECEIVED
DEC 28 2017
DOH Contracts Office
DOH Schedule 1. Report 3. Neurodevelopmental Centers

### Schedule 1 Form

**To be completed by Receiving Party**

<table>
<thead>
<tr>
<th>Date of Request</th>
<th>11/29/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receiving Party</td>
<td>Department of Health - Meredith Pyle</td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Receiving Party</td>
<td><a href="mailto:Meredith.pyle@doh.wa.gov">Meredith.pyle@doh.wa.gov</a></td>
</tr>
<tr>
<td>Contact Email</td>
<td>(360) 236-3536</td>
</tr>
<tr>
<td>Receiving Party</td>
<td></td>
</tr>
<tr>
<td>Contact Telephone</td>
<td></td>
</tr>
</tbody>
</table>

### Data Format

<table>
<thead>
<tr>
<th>Format of Extract</th>
<th>CSV</th>
<th>Interface</th>
<th>TXT</th>
<th>XLS</th>
<th>Web Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Data</th>
<th>Claims/Encounters</th>
<th>Client</th>
<th>Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Extract Frequency

- [ ] Daily   (only one selected)
- [ ] Weekly
- [ ] Monthly
- [ ] Quarterly
- [ ] Annually
- [ ] Other (specify)

### Time Frame

**From Date:**
- Report 3 - Ongoing Annual Report (by March 31st of each year)
- Data set will be for the previous year. Example 3/31/17 will contain data for the calendar year 2016 based off of claim dates of service, client eligibility
- This report is for Medicaid FFS expenditures for children with special health care needs receiving services at DOH designated Neurodevelopmental Centers as provided by DOH

**To Date:**
- N/A

### Data Source

- [x] Medicaid
- [ ] Medicare
External Data Sources Needed

☑ Yes (If yes, complete below)

File Layout: DOH NPI List
HCA System/Database used to store data set: N/A

☐ Daily (Pl only requires CR)  ☐ Weekly  ☐ Monthly
☐ Quarterly  ☑ Annually
☐ Other (Specify)

Selection Logic

Notes:

1. This report is for Medicaid FFS expenditures for children with special health care needs receiving services at DOH designated Neurodevelopmental Centers as provided by DOH

2. Data Qualifications
   a. Service Dates within calendar year of report
   b. Department of Correction (DOC) and Social Services claims excluded
   c. Fee For Service (FFS) claims only
   d. Member Age < 21
   e. DOH Neurodevelopmental Centers (NDC)

3. Report Data Elements
   a. Billing National Provider Identifier (NPI)
   b. For hospital-based NDCs, use Taxonomy 261QD1600X (see additional information in Q&A below)
   c. Billing Provider Name
   d. Distinct Individual (count)
   e. Sum of Expenditures
   f. Sum of Billed Units
   g. Average of Billed Units Per Individual
   h. Average of Expenditures Per Individual

4. Based on CPT and HCPCS codes as outlined in the Medicaid NDC fee schedule (and accompanying provider guide) and paid claims

5. For each of the DOH-designated NDCs
   1. An unduplicated count of number of Medicaid children (birth through 20) served (by each center)
   2. Total expenditures (by center) based on the NDC fee schedule and paid claims
   3. Number of billed units – based on all services outlined in the NDC fee schedule (by center)
   4. Average number of billed units per child (by center)
5. Average expenditures per child (by center)

Q (HCA) & A (DOH)

1. If provider has 2 different NPI’s should the data be merged?

Answer: Yes, for example in the past Good Samaritan & Multicare were two separate NDCs; now they should be merged. The number should represent the unduplicated number of children. Example if a child went to both NPI’s, they should be represented just once.

2. What provider field should the NPI be pulled from?

Answer: This information should be pulled from the billing & servicing provider NPI field.

3. Are there any limitations (eg. Taxonomy) that we need to use for any specific provider?

Answer: Yes, for PeaceHealth Children's Therapy, NPI 1356309553, the data should be limited further using taxonomy code 261QD1609X in order to separate the NDC codes from other PeaceHealth services.

In addition, the following Hospital-Based NDCs require an additional step. The data should be limited further using NPI and taxonomy:

a. Multicare - Good Sam Children's Therapy Unit Plus Mary Bridge - Use NPI 1831313253/Taxonomy Code 261QD1609X
b. Providence Children's Center - Use NPI 1790936185/Taxonomy Code 261QD1600X
c. Skagit Valley Hospital Children's Therapy Center - Use NPI: 1265776918/Taxonomy Code 261QD1600X
d. Valley Medical Center, Children's Therapy Dept (Public Hosp Dist 1) - Use NPI 1649209230/ Taxonomy Code 261QD1600X
e. Yakima Valley Memorial Hospital - Use NPI 1053373480/Taxonomy Code 261QD1600X

Description of Data (HCA will be sending to the receiver)

☐ Data Elements (If applicable) ☒ Aggregate Data Set
☒ Report
☐ Other (Please specify)

Resultant data set back to HCA
<table>
<thead>
<tr>
<th>BOX</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Yes (If yes, complete below)</td>
<td></td>
</tr>
</tbody>
</table>

**File Layout:**

**System/Database used to store data set:**

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Daily (F1 only requires CR)</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly</td>
<td></td>
<td>Anually</td>
<td>Other (Specify)</td>
</tr>
</tbody>
</table>

**Encryption (PGP)**

Notes: This report may contain small numbers, therefore, HCA will send this via SFT.

**Transport**

Notes:

**EDMA ONLY**

**Security Check**

Name of Security staff who clears the report

**Privacy Check**

Name of Privacy staff who clears the report

**Fulfiller notes**
## DOH Schedule 1. Report 4. Developmental Screening

### Schedule 1 Form

**To be completed by Receiving Party**

<table>
<thead>
<tr>
<th>Date of Request</th>
<th>11/29/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receiving Party</td>
<td>Department of Health - Meredith Pyle</td>
</tr>
<tr>
<td>Contact Name</td>
<td><a href="mailto:Meredith.pyle@doh.wa.gov">Meredith.pyle@doh.wa.gov</a></td>
</tr>
<tr>
<td>Contact Email</td>
<td>(360) 236-3536</td>
</tr>
<tr>
<td>Contact Telephone</td>
<td>(360) 236-3536</td>
</tr>
</tbody>
</table>

### Data Format

- Format of Extract
  - CSV
  - TXT
  - XLS
  - Interface
  - Web Service

- Type of Data
  - Claims/Encounters
  - Client
  - Provider

### Extract Frequency

- Daily (if only req)
- Weekly
- Monthly
- Quarterly
- Annually
- Other (specify)

### Time Frame

- From Date: Report 4 - Ongoing Annual Report (by March 31st of each year)
- To Date: N/A

### Data Source

- Medicaid
- PEBB
- Medicare
- Other

(Please specify)
External Data Sources Needed

☒ No
☐ Yes (If yes, complete below)

**File Layout:**

**System/Database used to store data set:**

**Frequency:**
☐ Daily (PI only requires CR) ☑ Weekly ☐ Monthly
☐ Quarterly ☐ Annually ☐ Other (Specify)

Selection Logic

**Client Aggregate Report Tab**

- Count of screenings in the year
  - Procedure code 96110 (procedure count)
  - Procedure code 96111 (procedure count)
- Unduplicated number of clients with at least one screening
  - Procedure code 96110 (procedure count)
  - Procedure code 96111 (procedure count)
- Clients enrolled in Medicaid
  - Client by age groups (In months)
    - 0-11 months
      - Distinct Count
    - 12-24 months
      - Distinct Count
    - 25-36 months
      - Distinct Count
    - 37+ months
      - Distinct Count
- Clients enrolled in Medicaid
  - Managed Care Organization (MCO)
    - Amerigroup (AMG)
      - Distinct Count
    - Coordinated Care of WA (CCW)
      - Distinct Count
    - Community Health Plan of WA (CHPW)
      - Distinct Count
    - Molina Healthcare (MHC)
      - Distinct Count
    - United Healthcare (UHC)
      - Distinct Count
- Fee For Service (FFS)
  - Distinct Count
Clients enrolled in Medicaid
- Clients w/ premiums
  - Distinct Count
- Clients w/o premiums
  - Distinct Count

Q (HCA) & A (DOH)

1. For the Medicaid Client aggregate report, since it is split out by procedure code, clients could be counted in both codes. Is that what you want to see?
   Answer: Yes, we want to see both codes

2. For the Medicaid Client aggregate report, in the "Number of clients with at least one screening" row, did you want us to count the client's first screen only?
   Answer: Yes, the first screen done in the report year

3. For the Medicaid client aggregate report, how do you want the clients grouped? Did you want them in age categories?
   Answer: Yes, we want them in the following categories:
   i. Age (in months)
      1. 0-11
      2. 12-24
      3. 25-36
      4. 37 and older
   ii. Race/Ethnicity
   iii. Geography (ZIP code)
   iv. FFS
   v. Managed Care Organization Enrolled
   vi. Medicaid with Premiums and Medicaid without premiums

4. How do you define children enrolled in Medicaid for this report?
   Answer: Clients who are enrolled for at least 30 continuous days and are of the age 0-18 years within the report period

Count By Age Groups Client Zip Tab

- Count by Age Group (In Months)
  o 0-11
    - Client Zip Code (All Applicable WA State Zip Codes)
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
  o 12-24
    - Client Zip Code (All Applicable WA State Zip Codes)
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
  o 25-36
    - Client Zip Code (All Applicable WA State Zip Codes)
- Procedure Code 96110 (procedure count)
- Procedure Code 96111 (procedure count)
  - 37 + months
    - Client Zip Code (All Applicable WA State Zip Codes)
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
  - Total
    - Procedure Code 96110 (procedure count)
    - Procedure Code 96111 (procedure count)

Count By Age Groups Client Ethnicity Tab

- Count by Age Group (In Months)
  - 0-11
    - Client Race/Ethnicity
      - White-Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - White-Non Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Black-Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Black-Non Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - AI/AN-Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - AI/AN-Non Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Pacific Islander-Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Pacific Islander-Non Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Additional Race/Ethnicity
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
  - 12-24
    - Client Race/Ethnicity
      - White-Hispanic
o Procedure Code 96110 (procedure count)
  o Procedure Code 96111 (procedure count)

• White-Non Hispanic
  o Procedure Code 96110 (procedure count)
  o Procedure Code 96111 (procedure count)

• Black-Hispanic
  o Procedure Code 96110 (procedure count)
  o Procedure Code 96111 (procedure count)

• Black-Non Hispanic
  o Procedure Code 96110 (procedure count)
  o Procedure Code 96111 (procedure count)

• AI/AN-Hispanic
  o Procedure Code 96110 (procedure count)
  o Procedure Code 96111 (procedure count)

• AI/AN-Non Hispanic
  o Procedure Code 96110 (procedure count)
  o Procedure Code 96111 (procedure count)

• Pacific Islander-Hispanic
  o Procedure Code 96110 (procedure count)
  o Procedure Code 96111 (procedure count)

• Pacific Islander-Non Hispanic
  o Procedure Code 96110 (procedure count)
  o Procedure Code 96111 (procedure count)

• Additional Race/Ethnicity
  o Procedure Code 96110 (procedure count)
  o Procedure Code 96111 (procedure count)

  o 25-36

  • Client Race/Ethnicity
    • White-Hispanic
      o Procedure Code 96110 (procedure count)
      o Procedure Code 96111 (procedure count)

    • White-Non Hispanic
      o Procedure Code 96110 (procedure count)
      o Procedure Code 96111 (procedure count)

    • Black-Hispanic
      o Procedure Code 96110 (procedure count)
      o Procedure Code 96111 (procedure count)

    • Black-Non Hispanic
      o Procedure Code 96110 (procedure count)
      o Procedure Code 96111 (procedure count)

    • AI/AN-Hispanic
      o Procedure Code 96110 (procedure count)
      o Procedure Code 96111 (procedure count)

    • AI/AN-Non Hispanic
      o Procedure Code 96110 (procedure count)
• Procedure Code 96111 (procedure count)
  • Pacific Islander-Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • Pacific Islander-Non Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • Additional Race/Ethnicity
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)

  37 +

• Client Race/Ethnicity
  • White-Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • White-Non Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • Black-Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • Black-Non Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • AI/AN-Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • AI/AN-Non Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • Pacific Islander-Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • Pacific Islander-Non Hispanic
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • Additional Race/Ethnicity
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)

  Total
  • Procedure Code 96110 (procedure count)
  • Procedure Code 96111 (procedure count)
Developmental Screening (DS) Tests Count By County Tab

- Clients County of Residence (All Applicable WA State Counties)
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)
- Total
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)

Count By MCO, FFS, Client Zip Tab

- Count by MCO
  - Amerigroup
    - Client Zip Code (All Applicable WA State Zip Codes)
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
  - Coordinated Care of WA
    - Client Zip Code (All Applicable WA State Zip Codes)
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
  - Community Health Plan of WA
    - Client Zip Code (All Applicable WA State Zip Codes)
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
  - Molina Healthcare
    - Client Zip Code (All Applicable WA State Zip Codes)
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
  - United Healthcare
    - Client Zip Code (All Applicable WA State Zip Codes)
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
- Total
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)

- Count by Fee For Service
  - Client Zip Code (All Applicable WA State Zip Codes)
    - Procedure Code 96110 (procedure count)
    - Procedure Code 96111 (procedure count)
  - Total
    - Procedure Code 96110 (procedure count)
    - Procedure Code 96111 (procedure count)
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<thead>
<tr>
<th>Count by MCO, FFS, Age Group Tab</th>
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<tr>
<td>o Procedure Code 96111 (procedure count)</td>
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<tr>
<td>• 12-24</td>
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<td>• Client Age Group (In Months)</td>
</tr>
<tr>
<td>• 0-11</td>
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<td>o Procedure Code 96110 (procedure count)</td>
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<td>o Procedure Code 96111 (procedure count)</td>
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<td>o Community Health Plan of WA</td>
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<tr>
<td>o Molina Healthcare</td>
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- Client Age Group (In Months)
  - 0-11
    - Procedure Code 96110 (procedure count)
    - Procedure Code 96111 (procedure count)
  - 12-24
    - Procedure Code 96110 (procedure count)
    - Procedure Code 96111 (procedure count)
  - 25-36
    - Procedure Code 96110 (procedure count)
    - Procedure Code 96111 (procedure count)
  - 37+
    - Procedure Code 96110 (procedure count)
    - Procedure Code 96111 (procedure count)

- United Healthcare
  - Client Age Group (In Months)
    - 0-11
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - 12-24
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - 25-36
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - 37+
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)

- Total
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)

- Count by Fee For Service
  - Client Age Group (In Months)
    - 0-11
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - 12-24
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - 25-36
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - 37+
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
County by MCO, FFS, Client Ethnicity Tab

- Count by MCO
  - Amerigroup
    - Client Ethnicity
      - White-Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - White-Non Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Black-Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Black-Non Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - AI/AN-Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - AI/AN-Non Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Pacific Islander-Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Pacific Islander-Non Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Additional Race/Ethnicity
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
  - Coordinated Care of WA
    - Client Race/Ethnicity
      - White-Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - White-Non Hispanic
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - Black-Hispanic
        - Procedure Code 96110 (procedure count)
- Procedure Code 96110 (procedure count)
- Procedure Code 96111 (procedure count)

- Black-Non Hispanic
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)

- AI/AN-Hispanic
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)

- AI/AN-Non Hispanic
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)

- Pacific Islander-Hispanic
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)

- Pacific Islander-Non Hispanic
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)

- Additional Race/Ethnicity
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)

- Community Health Plan of WA
  - Client Race/Ethnicity
    - White-Hispanic
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - White-Non Hispanic
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - Black-Hispanic
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - Black-Non Hispanic
      - Procedure Code 96110 (procedure count)
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      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
- Additional Race/Ethnicity
  - Procedure Code 96110 (procedure count)
  - Procedure Code 96111 (procedure count)
- Molina Healthcare
  - Client Race/Ethnicity
    - White-Hispanic
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - White-Non Hispanic
      - Procedure Code 96110 (procedure count)
      - Procedure Code 96111 (procedure count)
    - Black-Hispanic
      - Procedure Code 96110 (procedure count)
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    - Black-Non Hispanic
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    - AI/AN-Hispanic
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  - Client Race/Ethnicity
    - White-Hispanic
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    • Procedure Code 96111 (procedure count)
  • Additional Race/Ethnicity
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)

• Total
  • Procedure Code 96110 (procedure count)
  • Procedure Code 96111 (procedure count)

Count by Provider License Provider County Tab

• Count By Provider License Type
  • MD/DO
    • Servicing Provider County (All Applicable WA State Counties)
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
  • PA-C
    • Servicing Provider County (All Applicable WA State Counties)
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
  • ARNP
    • Servicing Provider County (All Applicable WA State Counties)
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
  • Other (SLP, PHD)
    • Servicing Provider County (All Applicable WA State Counties)
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
  • Total
    • Procedure Code 96110 (procedure count)
Procedure Code 96111 (procedure count)

Count By Provider License Type & Client Age Tab

- Provider License Type
  - MD/DO
    - Client Age Group (In Months)
      - 0-11
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - 12-24
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - 25-36
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - 37+
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
  - PA-C
    - Client Age Group (In Months)
      - 0-11
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - 12-24
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - 25-36
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - 37+
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
  - ARNP
    - Client Age Group (In Months)
      - 0-11
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - 12-24
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
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        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
      - 37+
        - Procedure Code 96110 (procedure count)
        - Procedure Code 96111 (procedure count)
• Procedure Code 96110 (procedure count)
• Procedure Code 96111 (procedure count)

• Other (SLP, FMD)
  • Client Age Group (In Months)
    • 0-11
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
    • 12-24
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
    • 25-36
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
    • 37+
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
  • Total
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)

Count by Provider License MCO FFS Tab

• Provider License Type
  • MD/DO
    • Amerigroup
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      • Procedure Code 96111 (procedure count)
    • Coordinated Care of WA
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
    • Community Health Plan of WA
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
    • Molina Healthcare
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
    • United Healthcare
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
    • Fee For Service
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
  • PA-C
    • Amerigroup
      • Procedure Code 96110 (procedure count)
• Procedure Code 96111 (procedure count)
  • Coordinated Care of WA
    • Procedure Code 96110 (procedure count)
    • Procedure Code 96111 (procedure count)
  • Community Health Plan of WA
    • Procedure Code 96110 (procedure count)
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  • Molina Healthcare
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    • Procedure Code 96111 (procedure count)
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    • Amerigroup
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
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      • Procedure Code 96111 (procedure count)
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  • Other (SLP, PHD)
    • Amerigroup
      • Procedure Code 96110 (procedure count)
      • Procedure Code 96111 (procedure count)
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  • Procedure Code 96110 (procedure count)
  • Procedure Code 96111 (procedure count)

• Fee For Service
  • Procedure Code 96110 (procedure count)
  • Procedure Code 96111 (procedure count)

  **Total**
  • Procedure Code 96110 (procedure count)
  • Procedure Code 96111 (procedure count)

Q (HCA) & A (DOH)

1. How do we categorize individuals if their age jumps to a different age category during the year?

   **Answer:** Capture the age at the first encounter-instance

4. For the provider’s county, we are assuming you mean the servicing provider?

   **Answer:** Yes, the servicing provider, and the most current county within ProviderOne

5. What servicing provider license will be used?

   **Answer:** License type will be based off of the first license listed at the time of the service

6. The current county information listed for the provider’s address depends on when the provider registered or renewed this information within ProviderOne. Will this be sufficient for DOH?

   **Answer:** Yes, this is okay

7. For the client zip codes, what if the client moved during the calendar year? The client would be counted twice in the zip codes? Did you want us to look at the most current address of the client regardless of his address at the time of the service?

   **Answer:** Let’s just capture the zip code of the child at the first encounter during the year
8. What happens if MCO’s entities change?

Answer: The excel report will be updated to reflect the changes in MCO activity within ProviderOne for that current year.

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<thead>
<tr>
<th>Description of Data (HCA will be sending to the receiver)</th>
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<tbody>
<tr>
<td>□ Data Elements (If applicable)</td>
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<tr>
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<tr>
<td>☑ Report</td>
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<th>Resultant data set back to HCA</th>
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**File Layout:**

- **System/Database used to store data set:**
  - HCA

- **Frequency:**
  - □ Daily (Pl only requires CR)
  - □ Weekly
  - □ Monthly
  - □ Quarterly
  - □ Annually
  - □ Other (Specify)

- **Encryption (PGP)**
  - Notes: This report may contain small numbers, therefore, HCA will send this via SFT.

- **Transport Notes:**

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<td>Name of Security staff who clears the report</td>
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DOH Schedule 1. Report 5. Lead Screening

### Schedule 1 Form

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<tr>
<td>Receiving Party Contact Name</td>
<td>Department of Health</td>
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<tr>
<td>Receiving Party Contact Email</td>
<td><a href="mailto:Elisabeth.Long@doh.wa.gov">Elisabeth.Long@doh.wa.gov</a></td>
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<td>Receiving Party Contact Telephone</td>
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<td>Claims/Encounters</td>
<td>Client</td>
<td>Provider</td>
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</tbody>
</table>

### Extract Frequency

- Daily (if only rec)  
- Weekly  
- Quarterly  
- Annually  
- Monthly  
- Other (specify)

### Time Frame

**From Date:**
- Report 5 - Ongoing Monthly Report from HCA to DOH  
- 1 month look back from the date of the report  
- DOH sends report to HCA on quarterly basis

**To Date:** 
- N/A

### Data Source

- Medicaid  
- FEBB  
- Medicare  
- Other
External Data Sources Needed

- No
- Yes (If yes, complete below)

**File Layout:**

HCA System/Database used to store data set: N/A

**Frequency:**
- Daily (F1 only requires CR)
- Weekly
- Monthly
- Quarterly
- Annually
- Other (Specify)

Selection Logic

Notes:

6. This report is to ensure that clients who have tested positive for lead get the proper medical treatment needed.

7. HCA pulls data on children who’ve had a lead screening. This is based off of procedure code (83655)

Report Data Set (HCA to DOH):

- Plan Name (MCO Name)
- TCN (Claim Number)
- Plan Number (MCO ProviderOne ID)
- ProviderOne ID (ProviderOne Client ID)
- Service Provider (Rendering Provider Name)
- Enrollee First Name (Client First Name)
- Enrollee Last Name (Client Last Name)
- Enrollee Middle Name (Client Middle Name)
- Enrollee Gender (Client Gender)
- Enrollee Date of Birth (Client DOB)
- Enrollee County of Addr Code (Client County Code)
- Enrollee County of Addr Name (Client County Name)
- Enrollee Address 1 (Client Address)
- Enrollee Address 2 (Client Address)
- Enrollee City (Client City)
- Enrollee State (Client State)
- Enrollee Zip Code (Client Zip Code)
- From Service Date
- To Service Date
- Procedure Code
- Procedure Description
Report Data Set (DOH to HCA):

- Plan Name (MCO Name)
- TCN (Claim Number)
- Plan Number (MCO ProviderOne ID)
- ProviderOne ID (ProviderOne Client ID)
- Service Provider (Rendering Provider Name)
- Enrollee First Name (Client First Name)
- Enrollee Last Name (Client Last Name)
- Enrollee Middle Name (Client Middle Name)
- Enrollee Gender (Client Gender)
- Enrollee Date of Birth (Client DOB)
- Enrollee County of Addr Code (Client County Code)
- Enrollee County of Addr Name (Client County Name)
- Enrollee Address 1 (Client Address)
- Enrollee Address 2 (Client Address)
- Enrollee City (Client City)
- Enrollee State (Client State)
- Enrollee Zip Code (Client Zip Code)
- From Service Date
- To Service Date
- Procedure Code
- Procedure Description
- Test Result (Provided by DOH)

Description of Data (HCA will be sending to the receiver)

☑️ Data Elements (If applicable)  ☐ Aggregate Data Set
☐ Report
☑️ Other (Please specify)

Resultant data set back to HCA

☐ No
☑️ Yes (If yes, complete below)

**File Layout:** DOH Lead Screening Results

**System/Database used to store data set:**

- Frequency: ☐ Daily (F1 only requires CR) ☐ Weekly ☐ Monthly
- ☑️ Quarterly  ☐ Annually
- ☐ Other (Specify)
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### Calendar Year 20XX

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### Calendar Year 20XX

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### Calendar Year 20XX

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Counts by FFS

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DOH Exhibit B, Report 4, Developmental Screening

DOH Contract #N21399-3
HCA Contract #K1928-1
## Client Count by MCO

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## Counts by FFS

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DOH Exhibit C. Report 5. Lead Screening

Date:
Data source: DDS data warehouse.
Lead of Assay - encounter and fee for service claims. One month look back from the report date.

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Date:

Data source: ODS data warehouse.

Lead of Assay - encounter and fee for service claims. One month look back from the report date.

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