

**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.
  - HCA will review and approve activities and determine them appropriately, as either no MER is required or that a MER is required.
  - 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](mailto: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](mailto: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

Email: [Teresa.Vollan@doh.wa.Gov](mailto:Teresa.Vollan@doh.wa.Gov)

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](mailto: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](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

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

DocuSigned by:

Annette Schuffenhauer

Signature

Michael MAVERICK

Signature

Annette Schuffenhauer  
Chief Legal Officer

6/29/2018

Title

Date

Director of Contracts

And procurements

Title

6/29/18

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**

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

## 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 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>

**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.

III.

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

**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 Washington State Health Care Authority

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-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.

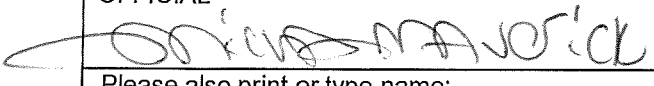
**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.**

**6. CERTIFICATION REGARDING 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)
- 7. 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)
- 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.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE DIRECTOR CONTRACTS AND PROCUREMENTS
Please also print or type name: MICHAEL MAVERICK	
ORGANIZATION NAME: (if applicable) WA DEPARTMENT OF HEALTH	DATE 6/28/18

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](http://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).*

**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 ( <a href="https://www.uscontractorregistration.com/">https://www.uscontractorregistration.com/</a> )? <input type="checkbox"/> YES (skip to page 2. Sign, date and return) <input type="checkbox"/> 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; <b>and</b>					
b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b>					
c. The public does not have access to information about the compensation of the executives through periodic reports filled with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330					
<input type="checkbox"/> NO (skip the remainder of this section - Sign, date and return)					
<input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name Of Official</th> <th style="width:30%;">Total Compensation</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">1.</td> <td style="padding: 2px;"></td> </tr> </tbody> </table>	Name Of Official	Total Compensation	1.		
Name Of Official	Total Compensation				
1.					

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.**

Signature of Contractor Authorized Representative	Date
---	------

*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)

**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.