

	INTERAGENCY AGREEMENT for Maternal Infant Health	HCA Contract Number: K6814 DOH Contract Number: GVS28530-0
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THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Washington State Department of Health (DOH), pursuant to the authority granted by Chapter 39.34 RCW.

CONTRACTOR NAME Washington State Department of Health		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS	Street 101 Israel Rd SE	City Tumwater	State WA	Zip Code 98501
CONTRACTOR CONTRACT MANAGER Bat-Sheva Stein	CONTRACTOR TELEPHONE (360) 236-3582	CONTRACTOR E-MAIL ADDRESS Bat-Sheva.Stein@doh.wa.gov		

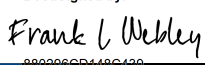
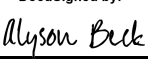
HCA PROGRAM ISFR	HCA DIVISION/SECTION MPD
HCA CONTRACT MANAGER NAME AND TITLE Tyron Nixon, Medical Assistance Program Specialist Maricela Holtzer, Medical Assistance Program Specialist	HCA CONTRACT MANAGER ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTRACT MANAGER TELEPHONE (360) 725-1894 (360) 725-1589	HCA CONTRACT MANAGER E-MAIL ADDRESS tyron.nixon@hca.wa.gov maricela.holtzer@hca.wa.gov

CONTRACT START DATE July 1, 2023	CONTRACT END DATE June 30, 2028	TOTAL MAXIMUM CONTRACT AMOUNT No Maximum
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PURPOSE OF CONTRACT:

Reimburse DOH for administrative expenses incurred, including contracted deliverables, related to coordinating and implementing state and regional quality improvement projects.

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

CONTRACTOR SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE Frank L Webley WA DOH Contract Specialist III	DATE 6/30/2023
HCA SIGNATURE DocuSigned by: 	PRINTED NAME AND TITLE Alyson Beck Contracts Administrator	DATE 6/29/2023

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**” or “**(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.

“**Authorized Representative**” means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

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

“**Confidential Information**” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“**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.

“**Contract**” or “**Agreement**” means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

“Contractor” means Department of Health, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

“Data” means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

“Early and Periodic Screening Diagnosis and Treatment” or “(EPSDT)” means the federally mandated, comprehensive, and preventive health care benefit. The purpose of this program is to ensure children and adolescents age 20 and younger receive appropriate preventive, dental, mental health, developmental, and specialty services. Includes well-child checkups.

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

“First Steps Maternity Support Services” or “(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” or “(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.

“Health Care Authority” or “HCA” means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“J-1 Visa” means the non-immigrant Visa program of the United States Department of State for foreign individuals approved to participate in work- and study-based exchange visitor programs.

“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**” or “**(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 NWPaiHB. The main functional areas include: Health Promotion and disease prevention, Legislative and policy analysis, Training and technical assistance, Surveillance and research.

“**Perinatal Regional Network**” or “**(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**” means any methodology used to gather and review information and data sources that support the work under this contract including Medicaid-related provider outreach, recruitment and retention.

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

“**Services**” means all work performed or provided by Contractor pursuant to this Contract.

“**Statement of Work**” or “**SOW**” means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

“**Subcontractor**” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“**Total Computable**” means the total amount calculated by DOH after all required deductions including unallowable revenue offset.

“**Washington State Perinatal Collaborative**” or “**(WSPC)**” means a volunteer group of public and private organizations, agencies and individuals committed to improving care and outcomes for the state's pregnant mothers, newborns and infants.

2. **STATEMENT OF WORK**

Contractor will 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 Schedule “A”

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on **July 1, 2023**, and be completed on **June 30, 2028**, unless terminated sooner or extended upon written agreement between the parties.

4. 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 determined that there is no maximum consideration to the Contractor under this agreement. Compensation for services will be based on the following rates or in accordance with the following terms, or as set forth in accordance with Schedule "A".

5. FUNDING SOURCES

The above compensation 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. Contractor must provide the eligible 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, 2CFR 200, for documented the Medicaid-related staff and personnel expenses incurred under this contract including, but not limited to:

- Charges for salaries and wages must be based on records that accurately reflect the Medicaid-related activities performed.
- These charges records must be recorded into the contractor's official records and;

- Must reasonably reflect the total activity for which the employee is compensated by the contractor, not exceeding 100% of compensated activities and;
- Comply with established accounting policies and practices of the non-Federal entity and;
- Support the distribution of the employee's salary or wages among specific activities or cost objectives.

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 a state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

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. Contractor must submit accurate invoices to the following address for all amounts to be paid to 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 designee prior to payment.
- 6.3. Contractor must submit properly itemized invoices to include the following information, as applicable:
 - c. HCA Contract number K6814;
 - d. Contractor name, address, phone number;
 - e. Description of Services;
 - f. Date(s) of delivery;
 - g. Net invoice price for each item, including the identified Medicaid portion;
 - h. Applicable taxes;
 - i. Total invoice price; and
 - j. Payment terms and any available prompt payment discount.
- 6.4. Contractor must submit, with the invoice, the following documentation:
 - a. Documentation of the source of funds used as Local Matching Funds on the HCA-approved CPE form;
 - b. Documentation that demonstrates the expenses were incurred, such as an enterprise cost report;
 - c. Documentation identifying the total computable expenses eligible for reimbursement by removing all unallowable funds and applying the MER (if applicable); and
 - d. The A-19 form will only account for the Medicaid portion of expenses incurred under this Agreement. Contractor 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 Contractor for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

- 6.6. Reimbursement will be provided at the 50% FFP rate based on the total computable amount.
- 6.7. HCA will not pay Contractor if the source of Local Matching Funds are not eligible for FFP including federal funds or if Contractor 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 thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.
- 6.9. Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's 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. ACCESSIBILITY

- 7.1. **REQUIREMENTS AND STANDARDS** . Each information and communication technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 7.2. **DOCUMENTATION**. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria , including records of any testing or simulations conducted.
- 7.3. **REMEDATION**. If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or

repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

7.4. DEFINITION. Information and Communication Technology (ICG) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

7.5. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

8. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

9. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

10. 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.

11. CONTRACT MANAGEMENT

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

13. 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.

14. 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:

- 14.1. Applicable state and federal statutes and rules;
- 14.2. Schedule A, Statement of Work; and
- 14.3. Any other provisions of the agreement, including materials incorporated by reference.

15. INDEPENDENT CAPACITY

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

16. RECORDS MAINTENANCE

- 16.1. 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.
- 16.2. 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 use reasonable security procedures and protections to assure that

records and documents provided by the other party are not erroneously disclosed to third parties.

17. TREATMENT OF ASSETS

17.1. Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

17.2. Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

17.3. Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

17.4. Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

17.5. Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

18. 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 **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.

19. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

20. 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.

21. FUNDING AVAILABILITY

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, **HCA**, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. **HCA** may also elect to suspend performance of the Agreement until **HCA** determines the funding insufficiency is resolved. **HCA** may exercise any of these options with no notification restrictions.

22. 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.

23. 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.

24. 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.

25. 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.

26. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Schedules

Schedule A: Statement of Work (SOW) Maternal Infant Health Services

SCHEDULE A: STATEMENT OF WORK

1. Purpose and Overview

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 as addressed within Schedule A or performed by DOH and 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 work with HCA 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 in the year prior.

1.1 Federal Match Overview

1.1.1 Federal Match is a federal program that reimburses the cost 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 this program is that allowable administrative costs must be directly related to our State Medicaid plan and be "found necessary for the proper and efficient administration of the State Medicaid Plan".

1.1.2 Examples of eligible, reimbursable Federal Match activities include:

1.1.2.1 Medicaid-related outreach activities;

1.1.2.2 Medicaid-related referral and linkage activities;

1.1.2.3 Medicaid-related program planning and policy development;

1.1.2.4 Medicaid-related training.

1.2 Principles of Federal Match Claiming

1.2.1 All participating staff positions must clearly describe the Medicaid-related functions of the position.

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

1.2.3 Non-duplication of effort.

1.2.4 Contractor staff must identify the percentage of time dedicated to or fully dedicated the position to performing allowable Medicaid activities. Any change, DOH must notify HCA program manager(s) responsible for this contract, through quarterly reports.

- 1.2.5 Contactor 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.
 - 1.2.5.1 HCA will review and approve activities and determine them appropriately, as either no MER is required or that MER is required.
 - 1.2.5.2 HCA will discuss with DOH MER capturing methodology/data as needed.
 - 1.2.5.3 Email approval from HCA is sufficient to authorize activities.

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 and Quarterly or negotiated reports.
- 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. DOH will provide staff name and time, quarterly, with QI report and billing support documents. 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.
 - i. Only the portion identified as Medicaid-related staff time and non-personnel expenses may be claimed as a cost under this contract.
 - ii. Position descriptions must be provided to HCA by the start date of this contract and every quarter thereafter. Staff name and time to be submitted with the QI Quarterly report.
 - iii. Updated position descriptions must be provided to HCA within 30 days following the changes.
 - iv. 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 staff or resources needed. The first QI must be submitted to HCA by September 30, 2023. 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, staff 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/infant mortality.
 - i. Identification, investigation, and analyses of contributing factors of maternal mortality cases and MMRP to develop service and policy recommendations.
 - b. Projects. Collaborating with HCA on various projects such as:
 - i. Partnering with midwives and communities across Washington in alignment with the IMI Midwifery Learning Collaborative.
 - ii. Analysis of maternity care deserts in Washington.
 - iii. Assisting with initiatives for CMS approval such as doula analyses /doula services from Medicaid in Washington.
 - iv. Perinatal disparities – addressing disparities in populations most impacted, i.e., AI/AN and Communities of Color, and prioritizing and implementing the recommendation from the Maternal Mortality Review Panel (MMRP) new report.
 - v. Leverage linked DOH datasets to describe maternal morbidity burden, including substance use during pregnancy, in WA and identify potential opportunities for policy and programmatic intervention. Include work, for example, on linked data from birth certificates, hospitalization discharge, PRAMS, prescription drug monitoring and syndromic surveillance from ERs. Resultant data products would include analytic reports and online data dashboard.
 - vi. Support data linkages and data sharing such as the Maternal Morbidity Analyses.
 - vii. Lead Severe Maternal Morbidity (SMM) analyses, comparing Medicaid and non-Medicaid populations, with some focus on substance use disorder.
 - c. Reports/Proposals. Collaborating with HCA on reports/proposals such as:
 - i. Various Non-Legislative Reports
 - ii. Legislative reports.
 - iii. Proposals to the Washington State Legislature, such as enhancing/building on the Perinatal Psychiatric Consultation Line (PPCL) access line report.
 - d. Outreach and Promotion. Assisting HCA, as requested, in providing outreach or promotion for:
 - i. Activities for After Pregnancy Coverage (APC).
 - ii. Midwives and midwifery models of care.

- iii. Expanded services under EPSDT including well child check periodicity change screening for parent/guardian mood disorder in year postpartum, etc., Paid Family Medical Leave.
- iv. In coordination with DCYF perform outreach around activities related to Early Intervention/Child Find; particularly for infants at risk or already screening low.
- v. Improvements to perinatal initiatives: Twelve months postpartum coverage.
- vi. Early Service for Infant and Toddlers (ESIT) is birth to 3, and population focused. Infants at high risk.
- vii. Improvements to prenatal initiatives: Continue the work of the Prenatal Genetics Taskforce, which seeks to:
 - o Create evidence-based recommendations for non-genetic providers ordering prenatal genetic tests.
 - o Increase knowledge and awareness of prenatal genetic testing among non-genetic providers.
 - o Ensure equitable access to the most up-to-date and comprehensive prenatal genetic testing options for all patients across Washington by promoting consistent and informed testing practices among non-genetic providers.
- viii. Increase to 12 months for caregiver/maternal depression screening at well-child visits.
- ix. Partner with the Perinatal Support Washington and PPCL to increase provider awareness.
- x. Regarding Infant Mental Health (IMH), such as raising provider awareness around Infant and Early Childhood Mental Health (IECMH) and why it matters.
 - o Share and raise awareness on:
 - Hopes & Dreams IMH messaging documents.
 - IECMH toolkit (basically how to become an IECMH contracted provider)
 - Promote the IECMH webpage (Infant and Early Childhood Mental Health)
 - Diagnostic Classification (DC): 0-5 trainings (Clinical & Overview)
 - Benefits of incorporation CHWs as a part of care teams
- xi. In collaboration with HCA present at Tribal Consultations and various tribal meetings such as AIHC, NWPaiHB, for the purpose of Maternity Support Services 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:

- i. The 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.
- ii. 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.
- iii. Summary of any PRN or Washington state Perinatal Collaborative oversight activities conducted.
- iv. Staff who performed the activities and their spent on the activities.
- v. Outreach progress, at a minimum, to include:
 - o With whom the activity was conducted (including provider and provider type if applicable).
 - o Date the activity was performed.
 - o Type of activity performed (workgroups, meetings, conferences, etc.).
 - o Description of what was discussed and/or follow-up notes.
 - o Potential barriers or areas of success.
 - o List of all tribes recruited.
- vi. Data analysis progress include, at a minimum:
 - o Description of reports in development.
 - o Data analytics and survey outcomes, if applicable.
 - o Analysis difference between Medicaid and non-Medicaid population.
 - o Copies of reports published during the reporting period.
 - o Description of presentations, fact sheets and reports produced for organizations.
 - o Summary of Collaborative meetings and agreements.
 - o Joint Projects.
 - o Description of data requests received for the quarter.
 - o stratifying all data outcomes by race/ethnicity, not just maternal and infant mortality, but across the board.
 - o Description of requests for technical assistance.

- Reports to include race and ethnicity data as possible. HCA may request specific formatted report structure.
- 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. Including monthly PIE participation, Quarterly Tribal Webinars/meetings concerning MSS and ICM.
- 2.7 For monitoring purposes of this contract, DOH will attend a quarterly meeting with HCA and other stakeholders to talk about work completed for the quarter. Meet within 30 days receipt of the Quarterly report or another negotiated time frame.
- 2.8 All outreach materials used by DOH in relation to this Agreement will be provided by HCA.
- 2.9 DOH may establish partnerships or other networks, such as PRNs or Washington State Perinatal Collaborative, to assist in implementing the QI projects.
- 2.10 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. HCA may request specific formatted report structure.
- 2.11 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 and report’s structure, as needed.
- 2.12 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 Contracts and subsequent operations manuals for Perinatal and Reproductive Health.

3. Deliverables

Deliverable	Due Date(s)
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, 2023; thereafter Jun 1 annually. Submissions early than this time frame is permissible.
Quarterly Progress Reports	30 days after each quarter end