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Washington State Health Care Authority	**INTERAGENCY AGREEMENT for** Medicaid Administrating Claiming (MAC)	HCA Contract Number: K8931 Contractor Contract Number:

THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Bethel School District, pursuant to the authority granted by Chapter 39.34 RCW.

CONTRACTOR NAME		CONTRACTOR DOING BUSINESS AS (DBA)		
Bethel School District				
CONTRACTOR ADDRESS Street		City	State	Zip Code
516 176th St East		Spanaway	WA	98387
CONTRACTOR CONTRACT MANAGER	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS		
Amber Mills	(253) 800-2308	ammills@bethelsd.org		

HCA PROGRAM	HCA DIVISION/SECTION
Medicaid Administrative Claiming	MPD / CS
HCA CONTRACT MANAGER NAME AND TITLE	HCA CONTRACT MANAGER ADDRESS
Brittany Mullins, Health Care Program Manager	Health Care Authority 626 8th Avenue SE P.O. Box 42730 Olympia, WA 98504-2730
HCA CONTRACT MANAGER TELEPHONE	HCA CONTRACT MANAGER E-MAIL ADDRESS
(360) 725-1842	brittany.mullins@hca.wa.gov

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
Date of Execution	June 30, 2027	No Maximum

PURPOSE OF CONTRACT:

The purpose of this Contract is to support Medicaid related Outreach and Linkage activities performed by School Districts (SD), including Public School Districts, Educational Service Districts, Charter Schools, and Tribal Schools to Washington State residents. These activities assist residents who do not have adequate medical coverage and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid Covered Services. This Contract provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. 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) transmission of a signed copy of this contract shall be the same as delivery of an original.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
[signature]	Melissa Munson-Merritt Exec Dir	7/2026
HCA SIGNATURE DocuSigned by: Andria Howerton F2EF77E93FBC4D7...	**PRINTED NAME AND TITLE** Andria Howerton HCA Deputy Contracts Administrator	**DATE SIGNED** 5/13/2026

1. DEFINITIONS

"A19-1A Invoice Voucher" or **"A19"** means the state of Washington Invoice Voucher used by Contractors and vendors to submit claims for payment in return for goods and/or Services provided to Health Care Authority (HCA) or its clients.

"Activity Code" or **"Code"** means the code assigned to the daily activities performed by Contractor staff in order to identify the percentage of time spent on any given activity.

"Activity" means job duties and responsibilities performed by a time study participant.

"Administrative Fee" means the dollar amount charged to a contractor by HCA based on a percentage of each contractor's billing for Federal Financial Participation (FFP) claimed at the federally approved match rate, to offset HA19CA's costs incurred in administering this Contract.

"Apple Health" or **"Medicaid"** means the Washington State Medicaid program funded by the federal and state government, which pays for medical coverage for children and adults who meet specific income criteria.

"Audit" means an investigation of a contractor's MAC program and financial information to ensure compliance with state, federal, and local laws.

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of the person's authority.

"Billing Quarter" means a calendar quarter consisting of three (3) consecutive calendar months beginning with the first date of the calendar quarter during which this Agreement starts. The Contractor shall use Billing Quarters as the time periods for which claims for FFP are made.

"Certified Public Expenditure" or **"CPE"** means the sources of funds certified as actual expenditures by a local or public governmental entity and used as the State share in order to receive federal matching Medicaid funds, or Federal Financial Participation (FFP).

"Cognizant Agency" means the federal agency responsible for reviewing, negotiating, and approving Indirect Cost Rate.

"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" or **"Agreement"** means the entire written agreement between HCA and the Contractor, including any exhibits, documents, or materials incorporated by reference. MContract and Agreement may be used interchangeably.

"**Contractor**" means Bethel School District, 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.

"**Corrective Action**" or "**Corrective Action Plan**" means the written description of the plan the Contractor will complete in order to correct any finding or deficiency as identified by HCA or government entity.

"**Cost Allocation Plan**" or "**CAP**" means the official document which describes the procedures that states use in identifying, measuring, and allocating state agency costs incurred in support of all programs administered or supervised by the state agency. The Cost Allocation Plan makes explicit reference to the methodologies, claiming mechanisms, interagency agreements, and other relevant issues pertinent to the allocation of costs and submission of claims by MAC Contract acts. The Cost Allocation Plan must be reviewed and approved by CMS.

"**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.

"**Delivering Services in School-Based Settings: A Comprehensive Guide to Medicaid Services and Administrative Claiming**" or "**CMS Guide**" means the document issued by CMS in 2023 and any supplements, amendments, or successor; incorporated herein by reference which provides guidance to States for developing and managing MAC programs.

"**Direct Cost**" means an operating expenese that is wholly attributable to the MAC program and is not already included in the Indirect Cost Rate.

"**Eligible Participant**" or "**Participant**" or "**RMTS Participant**" means an employee of the Contractor that is in compliance with all federal, state, and HCA regulations including this Contract, the CAP, the Manual, CMS guidance, and any other requirements for participation in the MAC program and whose costs are eligible for claiming their staff time costs for conducting MAC activities.

"**Federal Financial Participation**" or "**FFP**" means the federal payment (or federal "match") that is available at a rate of 50% for amounts expended by a state "as found necessary by the Secretary for the proper and efficient administration on the state plan" per 42 CFR § 433.15(b)(7). An enhanced FFP rate of seventy five percent (75%) is available for certain SPMP or interpretation administrative costs. Only permissible, non-federal funding sources are allowed to be used as the state match for FFP.

"ForHealth Consulting at University of Massachusetts Chan Medical School" or "UMass" means the HCA contracted vendor which oversees and operates the RMTS.

"**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.

"**Indirect Cost Rate**" means the ratio, expressed as a percentage, of the Indirect Costs to a Direct Cost base as approved by the Contractor's Cognizant Agency.

"Indirect Cost" means an operating expense that is allocated across more than one program.

"Information and Communication Technology" or **"ICT"** 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.

"Linkage" means connecting Clients to Medicaid Covered Services.

"Local Matching Funds" means the Contractor's non-federal tax dollars that are not otherwise obligated and are designated or certified to match the FFP rate of reimbursement. This revenue must be in the Contractor's budget and under the Contractor's control. These funds cannot be contributed by healthcare providers as Local Matching Funds and Subcontractors cannot certify local match funding. All local match funds must meet CPE requirements.

"Manual" means the HCA document or its successor including any updates, that describes how the Contractor must manage their MAC program and provides program guidance.

"Medicaid Administrative Claiming" or **"MAC"** means the source of funding for reimbursements provided in this Agreement shared between the Contractor and the Federal Financial Participation (FFP).

"Medicaid Covered Services" means the array of federally required and Washington State legislatively appropriated medical and social services available to Medicaid Clients through the State Medicaid Plan (Apple Health).

"Medicaid Eligibility Rate" or **"MER"** means the proportional share of Medicaid individuals to the total number of individuals in the target population (Contractor's jurisdiction) as defined in the CAP, Manual and this Agreement.

"Moment" means a four question survey with a brief narrative identifying a participant's activity at a specific one-minute interval of time during their work day.

"Monitoring" means review of a Contractor's MAC program to ensure program integrity.

"Office of Management and Budget" or **"OMB"** means a division under the Executive Office of the President of the United States.

"Office of Superintendent of Public Instruction" or **"OSPI"** means the department of education for Washington State.

"Outreach" means activities undertaken by the Contractor to inform individuals, families and community members within its jurisdiction about Services available and encourage access to these Services.

"Potential Medicaid Client" means a Washington State resident who may be determined by HCA to meet the eligibility criteria for enrollment in Medicaid.

"Random Moment Time Study" or **"RMTS"** or **"System"** or **"Time Study"** means an electronic System that quantifies the daily activities of eligible time study Participants through a statistically valid sampling methodology and allocates allowable participant costs to the MAC program. The System calculates the amount of FFP reimbursement based on the Contractors RMTS results, staff costs, MER, costs and other applicable calculations as described in the CAP, Manual and this Agreement.

"Referral" means providing information and support to clients that will assist them in accessing medical, social, educational, or other services.

"Services" means all work performed or provided by Contractor pursuant to this Contract.

"State Fiscal Year" or **"SFY"** means a twelve (12) month period beginning on July 1st of one calendar year and ending on June 30th of the following calendar year. The SFY is broken into four (4) Billing Quarters.

"State Medicaid Plan" means the comprehensive written commitment by HCA, submitted under 1902(a) of the Social Security Act and approved by CMS, to administer the Washington State Medicaid program in accordance with federal and state requirements.

"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 included as Attachment 1.

"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.

"Subrecipient" shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

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 Attachment 1(s), *Statement(s) of Work.*

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on **the date of last signature**, and be completed on **June 30, 2027**, 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. Compensation for Services will be based on the Source(s) of Funds identified below.

Source(s) of Funds for Administrative Claiming are as follows:

A. Fifty percent (50%) of funds is received from the United States Department of Health and Human Services under Medical Assistance Program CFDA 93.778;

B. Fifty percent (50%) is received from the Contractor's Local Matching Funds; and

C. No funds will come from General Fund – State funds.

5. BILLING PROCEDURE

5.1. Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: HCAAdminAccountsPayable@hca.wa.gov, and include the HCA Contract number in the subject line of the email.

5.2. 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.

5.3. Contractor must submit properly itemized invoices to include the following information, as applicable:

D. The HCA Contract number;

E. Contractor name, address, phone number;

F. Description of Services;

G. Date(s) of delivery;

H. Net invoice price for each item;

I. Applicable taxes;

J. Total invoice price; and

K. Payment terms and any available prompt payment discount.

5.4. Contractor will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

5.5. 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.

5.6. 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. ACCESSIBILITY

6.1. 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 Washington State IT Policy USER-01, USER-01-S Digital Accessibility Standard. 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.

6.2. 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.

6.3. Remediation

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.

6.4. Indemnification

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

7. 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.

8. 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.

9. SUBRECIPIENT

If the Contractor is a Subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor shall:

9.1. Comply with 2 C.F.R. 200.501 and 45 C.F.R. 75.501; and

9.2. Overpayments

If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any program agreement, Contractor will refund the full amount to HCA. In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, Disputes.

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:

A. Applicable Federal and State of Washington statutes and regulations;

B. Attachment 1(s): Statement(s) of Work; and

C. 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 30 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.

Attachments

Attachment 1: Statement of Work

ATTACHMENT 1: STATEMENT OF WORK

1. Purpose

The purpose of this Contract is to support Medicaid related Outreach and Linkage activities performed by School Districts (SD), including Public School Districts, Educational Service Districts, Charter Schools, and Tribal Schools to Washington State residents. These activities assist residents who do not have adequate medical coverage and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid Covered Services. This Contract provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The Contractor must provide staff and perform all activities necessary to do the work outlined in this Agreement.

2. Medicaid Administrative Claiming (MAC) Activities:

2.1. Identify potential Apple Health/Medicaid Clients;

2.2. Inform Potential Medicaid Clients about Medicaid and provide Apple Health applications for the Medicaid program;

2.3. Assist Potential Medicaid Clients in completing and submitting the Apple Health application for eligibility determination;

2.4. Coordinate efforts to arrange transportation to Medicaid Covered Services;

2.5. Coordinate efforts to arrange translation/interpretation for Medicaid Covered Services;

2.6. Participate in interagency efforts to develop procedures, protocols, and/or strategies to assess or improve Medicaid Covered Services;

2.7. Participate in training to enhance Referral of individuals and families to Medicaid Covered Services; and

2.8. Refer, arrange for, or coordinate medical, vision, dental health, mental health, substance abuse treatment, and/or family planning evaluations.

3. Staff Requirements

3.1. Ensure only eligible staff participate in the RMTS;

3.2. Designate a MAC Coordinator and MAC Coordinator Backup and ensure the following:

3.2.1. The name, telephone number, fax number, and email address of the MAC Coordinator and MAC Coordinator Backup must be provided to the HCA Contract Manager. Any changes made to the information provided must be reported to the HCA Contract Manager within ten (10) business days;

3.2.2. MAC Coordinator and MAC Coordinator Backup are responsible for tasks detailed in the HCA MAC RMTS Coordinator Manual (Manual). These individuals provide oversight for the operation and maintenance of the RMTS; and

3.2.3. The MAC Coordinator and MAC Coordinator Backup must ensure HCA MAC policies are implemented.

3.3. Submit a current list of RMTS Participants, their Job Titles, and Job Descriptions before each quarter to the ForHealth Consulting at University of Massachusetts Chan Medical School (UMass) Random Moment Time Study System (System);

3.4. Positions eligible to participate in Random Moment Time Study (RMTS) must be for Participants:

3.4.1. Who are not already participating in another HCA MAC time study;

3.4.2. Who are directly employed or contracted by the Contractor;

3.4.3. Who are reasonably expected to perform MAC related activities;

3.4.4. Whose positions are not funded with federal dollars or have been appropriately off-set according to CMS guidelines;

3.4.5. Whose positions are not included in an approved Indirect Rate; and

3.4.6. Whose eligible position or Job Titles are found in the program codes and activities codes combinations listed in the Manual.

3.5. Staff Training

3.5.1. Participants are required to complete initial online training in the System prior to answering their first Moment and then every three hundred and sixty-five (365) days thereafter; and

3.5.2. All MAC Coordinator(s) must be trained by HCA or UMass.

4. Guidelines and Regulations

Comply with all applicable laws, regulations and guidelines specific to MAC and perform work under this Agreement in accordance with the following to include all updates, revisions, or replacements:

4.1. Code of Federal Regulation (CFR) Title 42 and Title 45;

4.2. 1903(w)(6)(A) of the Social Security Act;

4.3. Delivering Services in School-Based Settings: A Comprehensive Guide to Medicaid Services and Administrative Claiming May 2023;

4.4. Revised Code of Washington (RCW);

4.5. The MAC Coordinator Manual;

4.6. Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards (SuperCircular);

4.7. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations;

4.8. Washington State Medicaid Plan; and

4.9. Abide by all limitations, restrictions, and documentation requirements of MAC related activities specified in the Manual and this Agreement.

5. Random Moment Time Study

5.1. Ensure the MAC Coordinator(s) accurately performs all their responsibilities listed in the Manual;

5.2. Ensure all information loaded into the System is accurate and timely;

5.3. Ensure Participants understand how to answer Moments according to what Activity they are doing exactly at the Moment, complete the narrative description, and maintain documentation of the activities recorded;

5.4. Perform all necessary RMTS/claiming System updates and Monitoring as detailed in the Manual; and

5.5. Comply with all HCA revisions to the Manual and RMTS claiming requirements.

5.5.1. Revisions to the Manual will occur semi-annually or on an as-needed basis. HCA Contract Manager will notify Contractor of revisions via email.

6. Documentation and Forms

6.1. Contractor must use all forms and documentation as outlined herein and within the Manual in addition to the documentation and forms as outlined below:

6.1.1. Utilize the UMass RMTS System for the time study and claims calculation;

6.1.2. Utilize the current State of Washington A19-1A Invoice Voucher (A19) produced by the System for submitting quarterly A19s to HCA;

6.1.3. Provide, maintain, and have available all supporting documentation for the time study and claiming in a readable and usable format as required in this Contract and Manual; and

6.1.4. Create and maintain quarterly documents reconciling all costs claimed for each A19.

6.2. Submit all Audit reports within thirty (30) calendar days of issuance to HCA including, but not limited to State Auditor Office (SAO) Audits, OMB Circular A-133 Single Audits, Federal Reviews, or Federal Audits.

6.2.1. Follow-up and develop corrective action for all Audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings"; and

6.2.2. Submit to HCA any corrective action related to MAC findings and questioned costs within thirty (30) calendar days of submission.

6.3. Maintenance of Records

6.3.1. During the term of any contract and for six (6) years following the termination or expiration of the Contract, the parties must maintain records sufficient to:

6.3.2. Document performance of all acts required by any Contract and applicable statutes, Regulations, and rules;

6.3.3. Substantiate the Contractor's statement of its organization's structure, tax status, administrative capabilities, and performance;

6.3.4. Demonstrate accounting procedures, practices, and records which sufficiently and properly document all invoices, expenditures, and payments;

6.3.5. Maintain all documentation related to MAC claiming and staff participation in the RMTS according to section 1902(a) (4) of the Act and 42 CFR 431.17. See also 45 CFR 74.53 and 42 CFR 433.32(a), requiring source documentation to support accounting records, and 45 CFR 74.20 and 42 CFR 433.32(b) and (c), retention period for records, and as described in the Medicaid School-Based Administrative Claiming Guide; and

6.3.6. Provide any and all information and documentation as requested by HCA, state and/or federal auditors and reviewers in a readable and usable format.

7. Subcontractors

7.1. Contractor may Subcontract for specific MAC related data entry functions only. These functions must be reviewed and approved by HCA. For this review and approval the Contractor must submit the following documentation to the HCA Contract Manager:

7.1.1. A copy of the proposed Subcontract terms and conditions;

7.1.2. A current list of all sources of funding the proposed Subcontractor receives; and

7.1.3. Submit a signed copy of the Subcontract within ten (10) working days of execution.

7.2. If the Subcontractor is approved by HCA the Contractor shall:

7.2.1. Assume all responsibility for MAC related work performed by any of its Subcontractors, including Subcontractor Eligible Participants participating in the RMTS as well as any Consultants and Billing Agents;

7.2.2. Ensure any of its Subcontractors abide by all limitations, restrictions, and documentation requirements of MAC activities as specified in the Manual and this Agreement;

7.2.3. Monitor all its Subcontractors to ensure program integrity and maintain an annual Monitoring report for each Subcontractor in the Contractor's Monitoring documentation;

7.2.4. Not charge the Subcontractor any Administrative Fee; and

7.2.5. Will assume all administrative costs of Subcontracts.

8. Contractor Monitoring and Oversight

Contractor oversight and Monitoring includes Subcontractors. The Contractor must monitor their, and any Subcontractor, MAC participation to ensure compliance with state and federal guidelines. The Contractor must perform the following measures for their own and any Subcontractor MAC program:

8.1. Quarterly tasks to be completed by the Contractor are detailed in the Manual and include, but are not limited to:

8.1.1. Review participant list, make updates to participant demographic data, add Eligible Participants, and remove ineligible participants;

8.1.2. Use the RMTS change of status request to notify HCA/UMass when participants are on extended leave, left the district, or are ineligible to participate in the RMTS;

8.1.3. Load Eligible Participant costs (salary and benefits) each quarter;

8.1.4. Provide technical assistance and training to participants; and

8.1.5. Review the various RMTS reports to help manage participants and Moment responses.

8.2. Ongoing tasks to be completed by the Contractor are detailed in the Manual and include, but are not limited to:

8.2.1. Serve as liaison between the Contractor Subcontractors and HCA;

8.2.2. Ensure participants have completed required RMTS training prior to participating in the time study;

8.2.3. Monitor the RMTS non-response rate and identify any deficiencies in staff responses. The Contractor must ensure each RMTS pool meets the eighty-five percent (85%) compliance rate;

8.2.4. Ensure the MAC Coordinator understand the importance of the minimum response rate and is aware of the applicable remedial actions for non-compliance; and

8.2.5. The Contractor must abide by all rules and limitations as outlined in the Contract and the Manual.

9. Billing and Claiming

9.1. Submit claims in accordance with this Contract and the Manual,

9.2. Submit invoices for reimbursement to HCA for review and approval within one-hundred and twenty (120) calendar days following the end of each Billing Quarter.

9.2.1. Upon approval, the Contractor must submit a signed A19 within thirty (30) calendar days;

9.2.2. HCA will not seek reimbursement for claims submitted after the 23rd month of the two (2)-year federal filing deadline. HCA will not pay the claim; and

9.2.3. Invoices submitted after one-hundred and twenty (120) calendar days following the end of the Billing Quarter may result in corrective action.

9.3. Contractor must not bill and HCA must not pay for Services performed under this Contract if the Contractor has charged or will charge another agency of the State of Washington or any other party for the same Services;

9.4. Only use the state of Washington A19-1A Invoice Voucher (A19) produced by the RMTS System;

9.5. Ensure only individuals with approved signatory authority signs the A19.

9.5.1. By signing the A19, the Contractor certifies the accuracy of the data entered into the System is true and accurate and based on expenditures incurred during the period of performance of the invoice.

9.6. Submit the A19 on a quarterly basis. HCA will pay the Contractor only for authorized Services provided in accordance with the Contract;

9.7. All A19s must be signed, dated, and submitted to HCA as described in the Manual;

9.8. Submit a quarterly Certification of Public Expenditures (CPE) form as described in the Manual;

9.9. Indirect Rate

The Contractor is prohibited from claiming any expenses as Direct Costs/expenses on any A19 if those expenses are included in an approved Indirect Cost Rate. All staff included in an approved Indirect Cost Rate are prohibited from participating in the RMTS.

9.9.1. The Indirect Cost Rate used will be the restricted federal indirect rate as prescribed by the U.S. Department of Education for each school year;

9.9.2. HCA will obtain the Indirect Cost Rate from the Office of the Superintendent of Public Instruction (OSPI) on an annual basis; and

9.9.3. HCA will input into the RMTS claiming System.

9.10. HCA will obtain the MER from the Office of the Superintendent of Public Instruction (OSPI) on a quarterly basis and input into the RMTS claiming system.

9.11. Source(s) of Funds

The Contractor must document the source(s) of all funds and ensure the Local Matching Fund(s):

9.11.1. Are within the Contractor's control and budget;

9.11.2. Have complete backup documentation;

9.11.3. Are only provided by a unit(s) of government;

9.11.4. Are reasonable, allocable, and allowable for Federal Financial Participation (FFP); and

9.11.5. Meet all CPE Regulations.

9.12. Certified Public Expenditures (CPE)

The Contractor must comply with the following requirements for CPE:

9.12.1. A designated authorizing representative of the Contractor must certify the expended amount shown on each quarterly invoice is accurate, valid, and represents expenditures eligible for FFP in accordance with CPE;

9.12.2. A designated authorizing representative of the Contractor must certify applied Local Matching Funds are not already used as matching funds in other federal programs and reimbursed by other federal grants;

9.12.3. A designated authorizing representative of the Contractor must certify applied donated matching funds are preapproved for use by CMS' National Institutional Reimbursement Team (NIRT);

9.12.4. The Contractor is prohibited from requiring or allowing private non-profits to participate in the financing of the non-federal share of expenditures. Non-governmental units may not voluntarily provide or be contractually required to provide any portion of the non-federal share of Medicaid expenditures;

9.12.5. The Contractor must reimburse the total computable expended amounts to Subcontractors for performance of allowable Medicaid administrative activities; and

9.12.6. Subcontractors must not be required to provide the non-federal share of the payment or return any portion of the total computable cost to the Contractor.

10. HCA Monitoring and Oversight

The Contractor is required to comply with the HCA RMTS Monitoring Plan as approved by CMS and detailed in this Contract and the Manual.

10.1. HCA will monitor and review the Contractor's MAC Program to ensure compliance with state and federal guidelines. The areas of review include but are not limited to:

10.1.1. Accuracy of and timely submission of RMTS data including but not limited to participant lists, calendaring, salary/benefit costs, and other claimable costs;

10.1.2. Compliance with training requirements; and

10.1.3. Meeting minimum response rate and statistical validity requirements.

10.2. HCA and UMass Monitoring Activities

HCA will monitor and review the Contractor's MAC Program to ensure compliance with state and federal guidelines. The areas of review include but are not limited to:

10.2.1. Review quarterly claims submitted by the Contractor for accuracy and timely submission;

10.2.2. Ensure that manually coded Moments are assigned the correct Activity code by reviewing fifteen percent (15%) of these quarterly Moments;

10.2.3. Ensure that auto mapped Moments are assigned the correct Activity code by reviewing fifteen percent (15%) of these quarterly Moments;

10.2.4. Review one hundred percent (100%) of the sampled Moments above to ensure appropriate responses from participants;

10.2.5. Monitor submission of all required Audits including but not limited to SAO Audits, OMB Circular A-133 Single Audits, and Federal Reviews or Federal Audits;

10.2.6. Examine Contractor RMTS trends including, but not limited to claims, Moment response rates, participant Moment responses, and calendaring;

10.2.7. Verify that the Contractor has ensured all federal funds are properly off-set according to CMS requirements;

10.2.8. Verify that the Contractor has ensured all CPEs comply with section 1903(w)(6)(A) of the Social Security Act and 42 CFR 433.51; and

10.2.9. Perform a quarterly claim review including but not limited to:

10.2.9.1. Check the Medicaid Eligibility Rate and Indirect Cost Rates loaded into the RMTS System are correct;

10.2.9.2. Check that participants with claimed expenses participated in the RMTS for the claimed quarter;

10.2.9.3. Check that all RMTS pools met eighty-five percent (85%) Moment response rate requirement;

10.2.9.4. Check for Change of Status requests submitted during the quarter that could affect the claimed expenses; and

10.2.9.5. Compare quarterly expenses to prior quarter expenses and rectify large changes in salary, benefits, or federal funding percentage with Contractor's MAC Coordinator.

10.3. Corrective Action Plan

HCA will pursue a Corrective Action Plan (CAP) if a Contractor fails to meet any MAC program requirements described in the Cost Allocation Plan, Manual, this Agreement, or as determined by HCA. HCA will require a CAP if the Contractor fails to address or correct any problems sufficiently and in a timely manner, as determined by HCA.

10.3.1. In the event HCA determines that the Contractor has failed to comply with the terms and conditions of this Contract, HCA will notify the Contractor in writing of the need to take corrective action.

10.3.2. The Contractor must develop and submit a CAP to HCA for approval within thirty (30) calendar days of HCA's notification.

10.3.2.1. If corrective action is not taken within the time period agreed to by both parties in writing, the Contract may be terminated per Section 23, Termination for Cause.

10.3.3. If the Contractor fails to meet the requirements outlined in the CAP, HCA may impose remedial actions including, but not limited to:

10.3.3.1. Conducting more frequent reviews;

10.3.3.2. Delaying or denying payment of MAC claims;

10.3.3.3. Recouping of funds; or

10.3.3.4. Terminating the Contract.

10.3.4. Other actions that may result in remedial actions include, but are not limited to:

10.3.4.1. Repeated and/or uncorrected errors in financial reporting;

10.3.4.2. Failure to maintain adequate documentation;

10.3.4.3. Failure to cooperate with state or federal staff;

10.3.4.4. Failure to provide accurate and timely information to state or federal staff as required;

10.3.4.5. Failure to meet time study minimum response rates;

10.3.4.6. Failure to meet statistical validity requirements; and

10.3.4.7. Failure to comply with the terms and conditions of this Agreement.

10.3.5. Minimum Response Rate and Non-Responses:

Non-responses are Moments not completed by the participants within five (5) business days of the Services being provided. The return rate of valid responses for the RMTS must be a minimum of eighty-five percent (85%). The following remedial action is required of the Contractor if the RMTS response rate drops below eighty-five percent (85%):

10.3.5.1. Non-response rates greater than fifteen percent (15%):

10.3.5.1.1. HCA may send written notification to the Contractor requesting a CAP to ensure a minimum eighty five percent (85%) compliance rate for the RMTS is achieved in subsequent quarters;

10.3.5.1.2. Contractor must develop and submit the CAP to HCA for approval within thirty (30) business days of HCA's notification;

10.3.5.1.3. Failure to provide a timely CAP within thirty (30) business days may result in the Contractor being prohibited from the participation in MAC for the following quarter or Contract termination; and

10.3.5.1.4. An eighty-five percent (85%) compliance rate for the RMTS must be met in the following quarter.

10.3.5.2. Non-response rates greater than fifteen percent (15%) for two (2) consecutive quarters:

10.3.5.2.1. HCA may reduce reimbursement by thirty-five percent (35%) for the second consecutive quarter for each pool that does not meet the eighty-five percent (85%) compliance rate;

10.3.5.2.2. Contractor will be notified via certified mail of the reduced reimbursement; and

10.3.5.2.3. Eighty-five percent (85%) compliance rate for the RMTS must be met in the following quarter.

10.3.5.3. Non-response rates greater than fifteen percent (15%) for three (3) consecutive quarters:

10.3.5.3.1. HCA may deny all reimbursement for the third consecutive quarter;

10.3.5.3.2. The Contractor may be prohibited from participating in the MAC program for the following quarter, fourth (4th) consecutive quarter); and

10.3.5.3.3. The Contractor will be notified via certified mail of the denied reimbursement for the third (3rd) consecutive quarter and prohibited participation in the MAC program.

10.3.5.4. The Contractor may not claim any denied or withheld reimbursement. The Contractor may resume participation in the MAC program following the prohibited quarter (5th consecutive quarter). The Contract may be terminated if the eighty-five percent (85%) compliance rate is not met after the Contractor resumes claiming.

10.4. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract related documentation as needed and make it available to the Contractor.