	CONTRACT AMENDMENT For ABCD DENTAL SERVICES	HCA Contract No.: K2757 Amendment No.: 02
THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME Snohomish Health District	CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 3020 Rucker Ave, Suite 203 Everett, WA 98201	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	

WHEREAS, HCA and Contractor previously entered into a Contract for to provide 'Access to Baby and Child Dentistry' (ABCD) services to detect and prevent early childhood dental decay by engaging dentists in seeing birth to six (6) year old Medicaid eligible children and engaging local public health departments in outreach and case management, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to increase funds, add definitions, extend term, update SOW and Exhibits;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The maximum contract amount is being increased by \$86,000.00, for a new maximum contract total of \$172,000.00.
2. Section 3 Special Terms and Conditions, two new subsections are added as follows:
 - h) **"Coordinator"** means the individual hired to organize events and activities related to the ABCD program and who also acts as a liaison/advocate between providers and families of ABCD eligible children birth up to six (6) years old.
 - i) **"DentistLink"** means a free referral service for anyone in Washington (Sponsored by Arcora Foundation), connecting clients with dental providers.

All remaining subsections are subsequently re lettered and internal references updated accordingly.

3. Section 3.2 Term, subsection 3.2.1 is deleted and replaced in its entirety as follows:
 - 3.2.1 The initial start date of the Contract was on July 1, 2018, the term has been extended for an additional two (2) year term, and set to continue through June 30, 2022, unless terminated sooner as provided herein.
4. Section 3.3 Compensation, subsection 3.3.1 is deleted and replaced in its entirety as follows:

3.3.1 The Maximum Compensation payable to the Contractor for the performance of all things necessary for or incident to the performance of the work as set forth in Schedule A-1: *Statement of Work* has increased by \$ 86,000.00, for a new Contract Maximum Compensation of \$172,000.00, and includes any allowable expenses.

5. Section 3.8 Incorporation of Documents and Order of Precedence is deleted and replaced in its entirety as follows:

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 3.8.1 Applicable Federal and State of Washington statutes and regulations;
- 3.8.2 Data Share Agreement, HCA Contract Number **K4680**;
- 3.8.3 Recitals;
- 3.8.4 Special Terms and Conditions;
- 3.8.5 General Terms and Conditions;
- 3.8.6 *Attachment 1: Federal Compliance, Certifications and Assurances*;
- 3.8.7 *Attachment 2; Federal funding Accountability and Transparency Act (FFATA) Data Collection Form*;
- 3.8.8 Schedule A-1: Statement of Work;
- 3.8.9 Exhibits A-1: ABCD Quarterly Community and Provider Outreach and Case Management Report;
- 3.8.10 Exhibit B: ABCD Quarterly Outreach and Coordination of Care Report;
- 3.8.11 Exhibit C-1: ABCD Yearly Budget Tool;
- 3.8.12 Exhibit D: ABCD Coordinator Performance Expectations and Abilities; and
- 3.8.13 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

6. Schedule A: Statement of Work, is replaced in its entirety with Schedule A-1: Statement of Work, attached hereto and incorporated herein.
7. Exhibit A: ABCD Quarterly Outreach and Case Management Report, is renamed and replaced in its entirety with Exhibit A-1: ABCD Quarterly Community and Provider Outreach and Case Management Report, attached hereto and incorporated herein.

8. Exhibit B: ABCD Quarterly Outreach and Coordination of Care Report is replaced in its entirety with Exhibit B-1: ABCD Quarterly Outreach and Coordination of Care Report, attached hereto and incorporated herein.
9. Exhibit C: ABCD Yearly Budget Tool is replaced in its entirety with Exhibit C-1: ABCD Yearly Budget Tool, attached hereto and incorporated herein.
10. Exhibit D: ABCD Coordinator Performance Expectations and Abilities is incorporated into the Contract, attached hereto and incorporated herein.
11. This Amendment will be effective July 1, 2020 ("Effective Date").
12. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
13. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

Schedule A-1:

Statement of Work (SOW)

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- A. In accordance with deadlines in Exhibit A-1, *ABCD Quarterly Community and Provider Outreach and Case Management Report*, develop and implement an ABCD action plan in accordance with the ABCD program principles and submit corresponding budget, using Exhibit C, *ABCD Yearly Budget Tool*. The ABCD program principles are outlined below.
 1. Provide outreach and linkage of Apple Health/Medicaid-eligible Clients, ages birth to six (6), with an emphasis on children of color, children 0-2, and other eligible but underserved children in the service area in collaboration with other organizations, including, but not limited to:
 - a) Provide outreach by attending, visiting or working with the below, but not limited to the following:
 - i. Outreach and marketing events and activities such as health fairs, use of social media (ie; Facebook, Twitter, Instagram, Constant Contact, etc) to perform targeted outreach activities that effectively connect with families of eligible children.
 - ii. SmileMobile (sponsored by the Arcora Foundation) locations (a mobile dental clinic providing dental services to children, pregnant women, and others
 - iii. Women, Infants, and Children WIC offices (a federal assistance program of the Food and Nutrition Services of the United States Department of Agriculture;
 - iv. Head Start and Early Head Start facilities (a federal program that promotes the school readiness of children under five from low-income families);
 - v. Early Learning Regional Coalitions (that are a not-for-profit alliance of employers and community subsidized before and after school child care); and
 - vi. Day Care facilities throughout the state of Washington.
 - b) Provide care coordination, including:
 - i. Provide family orientation; including but not limited to, sharing information about the value of an infant, toddler, or young child going to the dentist, what activities to expect at the dentist's office, and the importance of oral health care at home.
 - ii. Connect families with an ABCD certified dentist who accepts Apple Health/Medicaid, and providing information including, but not limited to, names and referrals to dentists, sharing information about interpreters and transportation benefits, and following up after an appointment, if appropriate;
 - iii. Assist, as needed, in scheduling dental appointments for eligible children and counsel on the importance of keeping the appointment; and
 - c) Work with the DentistLink team to align DentistLink tool with local program's referral processes to ensure ABCD clients have a variety of complementary avenues for referral and linkage to ABCD providers.
 - i. Coordinate ABCD program's dentist recruitment and support efforts with DentistLink's by assuring both programs have the same updated information:

- ii. Contact each practice to update participating-ABCD dentist roster:
 - 1. number and frequency of clients accepted;
 - 2. appointment times/days;
 - 3. translation availability times/days;
 - 4. change business status of practice (not accepting new ABCD clients, accepting more clients, etc.);
 - 5. new providers, Phase I, Phase II; and
 - 6. other.
- iii. Submit updated ABCD provider roster to DentistLink electronically via one shared file
- iv. Identify and address family barriers to accessing oral health care.
- d) Bi-annually convene or participate in a county-wide or regional oral health coalition or ABCD steering committee or other groups which focuses on health care, access or early learning in order to build awareness of the ABCD program and solicit input on process improvements
 - i. Invite to participate in the meeting with the ABCD state managing director, the Arcora Foundation, and the Health Care Authority dental program administrator.
- e) Continuously coordinate with the local ABCD Dental Champion(s) to:
 - i. Identify and recruit dental providers to accept and provide care to Apple Health/Medicaid clients birth to six (6) years through the ABCD Program;
 - ii. Maintain a list of active ABCD dental providers who accept Apple Health/Medicaid Clients birth to six (6) years and monitor provider availability to accept new Clients birth to six (6) years into their practice;
 - iii. Support current ABCD providers by communicating program changes and policy updates through in-person meetings and written communication;
 - iv. Plan and implement, in coordination with the UW School of Dentistry, timely ABCD provider trainings (Phase I, II and refresher training) leading to certification of providers and onboarding of their staff;
 - v. Assure provider ABCD certification process is completed;
 - vi. Provide or arrange for, timely Apple Health/Medicaid billing training assistance to ABCD office staff and providers, as needed;
 - vii. At minimum annually update dental society (or local dentists/study clubs in counties without a society) on the ABCD Program and support their continued participation in the program and encourage recruitment of new Apple Health/Medicaid providers; and
 - viii. Support the Dental Champion(s) participation in meetings and activities necessary to effectively conduct Apple Health/Medicaid provider outreach, recruitment and training, including financial support of attendance (travel, lodging, etc.) in Development Day.

- ix. Identify and recruit primary care medical providers to participate in Apple Health/Medicaid as ABCD certified providers, secure their training through Arcora Foundation in preventive oral health care techniques (Family Oral Health Education, fluoride varnish, etc.) and build their role in referring Apple Health/Medicaid-eligible children to the ABCD Program.
 - x. Participate in all three (3) statewide ABCD Coordinators group meetings to remain current with ABCD policies, practices and opportunities. Programs which do not meet this annual contract requirement will be subject to contract review by HCA and potentially, to loss of this contract.
 - xi. Participate in the annual statewide ABCD Champion Development Day meeting to remain current with ~~any~~ new clinical practices and opportunities. Meet, network, and share knowledge with other champions regarding program roadblocks and successes. With HCA permission, attendance at Development Day may be counted in lieu of participation at one missed ABCD Coordinators meeting.
 - xii. Identify an ABCD Coordinator within the contracting organization who will develop and maintain a desk manual that outlines the expected ABCD contractual deliverables and how the contractor meets each deliverable. The Coordinator will utilize this manual to fulfill the contractual requirements and to orient new lead staff within the organization to the ABCD program.
- f) If the Contractor's Coordinator vacates the position, the contractor must notify the Health Care Authority within two weeks, of the coordinators departure, and;
- i. Share the Contractor's developed work plan that outlines how the expected contract deliverables will be met;
 - ii. Share with HCA the contact information of the newly hired or appointed Coordinator and;
 - iii. Coordinate with HCA to assure a smooth transition of the expected contracted work deliverables, including participation in program orientation with HCA and other state partners.
 - iv. ABCD Coordinator new hire must reasonably meet the expectations as identified in Exhibit D ABCD Coordinator Performance Expectations and Abilities.
- g) If the Contractor determines that it can no longer serve as the ABCD Contractor, reasonable notice 90 days must be given to HCA in order to assure uninterrupted service to clients and work with providers and:
- i. Work with HCA and other state partners to identify potential new ABCD-lead agencies.
2. Each quarter, the contractor must complete and submit the following via email:
- a) Community and Provider Outreach and Coordination Care summary which shall include;
 - i. Exhibit A-1, ABCD Quarterly Community and Provider Outreach and Case Management Report for the specific quarter; and
 - ii. Exhibit B, *ABCD Quarterly Outreach and Coordination of Care Report*.
3. Each year, the contractor must complete and submit via email the Exhibit C, ABCD Yearly Budget

Tool, as applicable to the requirements, contained in Exhibit A-1.

4. Each quarter the contractor must submit a fully completed invoice that correlates with dollar values for completed deliverables outlined in Exhibit A-1:
 - a) Exhibit templates are available on the ABCD website <http://abcd-dental.org/for-coordinators/>; and
 - b) Reports and billing must be submitted no later than one month after each quarter end date, unless otherwise mutually agreed by both parties.
5. HCA will provide the Contractor's contact identified on the first (1) page of the Contract, a list of clients, under the age of six (6), who have not seen a dental provider.
 - a) The client list will include the following data elements:
 - i. Client ID;
 - ii. Full name;
 - iii. Age;
 - iv. Date of birth;
 - v. Mailing address;
 - vi. Phone number;
 - vii. Head of household name; and
 - viii. Preferred language.
 - b) HCA will securely transmit client information via a Secure File Transfer (STF), all further HCA data and client information distribution is outlined in the Data Share Agreement (DSA), referenced to HCA Contract No. **K4680**.
 - c) This list will be utilized for the purpose of client outreach and coordination of care for ABCD services for ABCD eligible clients. Robocalls and texts are not permitted when providing outreach to the clients.
 - d) The list will be provided semiannually for the timeframe of July 2020 through June 2022.

Exhibit A-1**ABCD Quarterly Community and Provider Outreach and Case Management Report
Year One 2020 - 2021 • 1st Quarter Report**

Please complete and submit report electronically to:

Janice Tadeo, ABCD Program Manager at janice.tadeo@hca.wa.gov

Cc: Pixie Needham, Dental Program Administrator at pixie.needham@hca.wa.gov

Division of Health Care Services, Washington State Health Care Authority

PO Box 45506, Olympia, WA 98504-5506

Phone: (360) 725-1583

Organization:			
ABCD Contact Person:			
Phone and Email:			
Report Due: 10/31/2020	1st Quarter 7/1/2020- 9/30/2020		
Performance Category	Yes/No	Maximum \$\$ available for this deliverable	Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete Exhibit A-1 and attach supporting document if providing additional detail)
Attend and participate in ABCD Coordinator/Program Meeting including DentistLink Training (9/2020)		\$3,365.00	Complete DentistLink Training
Community and Provider Outreach		\$5,125.00	Complete Exhibit B
Coordinate Care		\$1,760.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.		\$500.00	Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. Send invitation and report back any concerns/issues to HCA Dental Program Administrator & ABCD Managing Director

Exhibit A-1**ABCD Quarterly Community and Provider Outreach and Case Management Report
Year One 2020 - 2021 • 2nd Quarter Report**

Please complete and submit report electronically to:

Janice Tadeo, ABCD Program Manager at janice.tadeo@hca.wa.gov

Cc: Pixie Needham, Dental Program Administrator at pixie.needham@hca.wa.gov

Division of Health Care Services, Washington State Health Care Authority

PO Box 45506, Olympia, WA 98504-5506

Phone: (360) 725-1583

Organization:			
ABCD Contact Person:			
Phone and Email:			
Report Due: 01/31/21	2nd Quarter 10/1/2020– 12/31/2020		
Performance Category	Yes/No	Maximum \$\$ available for this deliverable	Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete Exhibit A-1 and attach supporting document if providing additional detail)
Community and Provider Outreach		\$2,060.00	Complete Exhibit B
Coordinate Care		\$5,125.00	Complete Exhibit B
Complete an HCA approved cultural diversity training		\$200.00	Complete DentistLink Training
			Identify and meet with organizations and agencies in your ABCD service area which work with families of color and families of children under the age of two (2).
Attend and participate in development day (11/13/2020)		\$3,365.00	Reach out to dental champion and invite to development day.

Exhibit A-1 ABCD Quarterly Community and Provider Outreach and Case Management Report Year One 2020 - 2021 • 3rd Quarter Report

Please complete and submit report electronically to:

Janice Tadeo, ABCD Program Manager at janice.tadeo@hca.wa.gov

Cc: Pixie Needham, Dental Program Administrator at pixie.needham@hca.wa.gov

Division of Health Care Services, Washington State Health Care Authority

PO Box 45506, Olympia, WA 98504-5506

Phone: (360) 725-1583

Organization:			
ABCD Contact Person:			
Phone and Email:			
Report Due: 04/30/21	3rd Quarter 1/1/2021 – 3/31/2021		
Performance Category	Yes/No	Maximum \$\$ available for this deliverable	Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete Exhibit A-1 and attach supporting document if providing additional detail)
Attend and participate in ABCD Coordinator/Program Meeting (2/2021)		\$500.00	
Community and Provider Outreach		\$5,990.00	Complete Exhibit B
Coordinate Care		\$3,760.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.			Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD.
			Send invitation and report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator.
		\$500.00	

Exhibit A-1**ABCD Quarterly Community and Provider Outreach and Case Management Report
Year One 2020 - 2021 • 4th Quarter Report**

Please complete and submit report electronically to:

Janice Tadeo, ABCD Program Manager at janice.tadeo@hca.wa.gov

Cc: Pixie Needham, Dental Program Administrator at pixie.needham@hca.wa.gov

Division of Health Care Services, Washington State Health Care Authority

PO Box 45506, Olympia, WA 98504-5506

Phone: (360) 725-1583

Organization:			
ABCD Contact Person:			
Phone and Email:			
Report Due: 07/31/2021	4th Quarter 4/1/2021 – 6/30/2021		
Performance Category	Yes/No	Maximum \$\$ available for this deliverable	Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete Exhibit A-1 and attach supporting document if providing additional detail)
Attend and participate in ABCD Coordinator/Program Meeting (5/2021)		\$3,365.00	
Submit updated ABCD provider roster to DentistLink electronically via one shared file		\$5,125.00	Complete Exhibit B
Community and Provider Outreach		\$1,760.00	Complete Exhibit B
Coordinate Care		\$500.00	Complete Exhibit B

Exhibit A-1**ABCD Quarterly Community and Provider Outreach and Case Management Report
Year Two 2021 - 2022 • 1st Quarter Report**

Please complete and submit report electronically to:

Janice Tadeo, ABCD Program Manager at janice.tadeo@hca.wa.gov

Cc: Pixie Needham, Dental Program Administrator at pixie.needham@hca.wa.gov

Division of Health Care Services, Washington State Health Care Authority

PO Box 45506, Olympia, WA 98504-5506

Phone: (360) 725-1583

Organization:			
ABCD Contact Person:			
Phone and Email:			
Report Due: 10/31/2021	1st Quarter 7/1/2021 – 9/30/2021		
Performance Category	Yes/No	Maximum \$\$ available for this deliverable	Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete Exhibit A-1 and attach supporting document if providing additional detail)
Attend and participate in ABCD Coordinator/Program Meeting including DentistLink Training (9/2021)		\$3,365.00	Complete DentistLink Training. Update provider roster.
Community and Provider Outreach		\$5,125.00	Complete Exhibit B
Coordinate Care		\$1,760.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.		\$500.00	Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. Send invitation and report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator

Exhibit A-1**ABCD Quarterly Community and Provider Outreach and Case Management Report
Year Two 2021 - 2022 • 2nd Quarter Report**

Please complete and submit report electronically to:

Janice Tadeo, ABCD Program Manager at janice.tadeo@hca.wa.gov

Cc: Pixie Needham, Dental Program Administrator at pixie.needham@hca.wa.gov

Division of Health Care Services, Washington State Health Care Authority

PO Box 45506, Olympia, WA 98504-5506

Phone: (360) 725-1583

Organization:			
ABCD Contact Person:			
Phone and Email:			
Report Due: 01/31/2022	2nd Quarter 10/1/2021 – 12/31/2021		
Performance Category	Yes/No	Maximum \$\$ available for this deliverable	Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete Exhibit A-1 and attach supporting document if providing additional detail)
Community and Provider Outreach		\$2,060.00	Complete Exhibit B
Coordinate Care		\$5,125.00	Complete Exhibit B
Complete an HCA approved cultural diversity training		\$200.00	Identify and meet with organizations and agencies in your ABCD service area which work with families of color and families of children under the age of two to develop and/or update collaborative ABCD outreach strategies.
Attend and participate in development day (11/2021)		\$3,365.00	Reach out to dental champion and invite to development day.

Exhibit A-1**ABCD Quarterly Community and Provider Outreach and Case Management Report
Year Two 2021 - 2022 • 3rd Quarter Report**

Please complete and submit report electronically to:

Janice Tadeo, ABCD Program Manager at janice.tadeo@hca.wa.gov

Cc: Pixie Needham, Dental Program Administrator at pixie.needham@hca.wa.gov

Division of Health Care Services, Washington State Health Care Authority

PO Box 45506, Olympia, WA 98504-5506

Phone: (360) 725-1583

Organization:			
ABCD Contact Person:			
Phone and Email:			
Report Due: 04/30/2022	3rd Quarter 1/1/2022 – 3/31/2022		
Performance Category	Yes/No	Maximum \$\$ available for this deliverable	Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete Exhibit A-1 and attach supporting document if providing additional detail)
Attend and participate in ABCD Coordinator/Program Meeting (2/2022)		\$500.00	
Community and Provider Outreach		\$5,990.00	Complete Exhibit B
Coordinate Care		\$3,760.00	Complete Exhibit B
Convene Health Coalition/ABCD Steering committee or participate in a Coalition or Steering Committee Focused on Health Care, Access or Early Learning with ABCD as a Quarterly Agenda Item.		\$500.00	Provide outcome information such as minutes, copies of information provided or list of items provided, examples of type of Organizations attended, what were outcomes or next steps for ABCD. Send invitation and report back any concerns/issues to HCA Dental Program Administrator & ABCD Administrator

Exhibit A-1**ABCD Quarterly Community and Provider Outreach and Case Management Report
Year Two 2021 - 2022 • 4th Quarter Report**

Please complete and submit report electronically to:

Janice Tadeo, ABCD Program Manager at janice.tadeo@hca.wa.gov

Cc: Pixie Needham, Dental Program Administrator at pixie.needham@hca.wa.gov

Division of Health Care Services, Washington State Health Care Authority

PO Box 45506, Olympia, WA 98504-5506

Phone: (360) 725-1583

Organization:			
ABCD Contact Person:			
Phone and Email:			
Report Due: 07/31/2022	4th Quarter 4/1/2022 – 6/30/2022		
Performance Category	Yes/No	Maximum \$\$ available for this deliverable	Brief description (for events, provide date held/attended/ for staff assignments, provide name and title) - no more than 100 words (complete Exhibit A-1 and attach supporting document if providing additional detail)
Attend and participate in ABCD Coordinator/Program Meeting (5/2022)		\$3,365.00	
Submit updated ABCD provider roster to DentistLink electronically via one shared file		\$5,125.00	Complete Exhibit B
Community and Provider Outreach		\$1,760.00	Complete Exhibit B
Coordinate Care		\$500.00	Complete Exhibit B

Exhibit B-1**ABCD Quarterly Outreach and Coordination of Care Report****COORDINATE CARE**

Family Orientation How provided: in-person/phone/email/mail/etc.	How Many	How	Location & Date
Update provider roster and DentistLink training.	How Many		
Assisted Client w/Initial Dental Appts. & Provided Follow-Up If applicable	How Many		
Referrals To Dental Home	How Many		
Barriers to Care Identified interpreter services/transportation/etc.	How Many		

COMMUNITY OUTREACH

Type of Outreach/Place	Date	How many reached
Examples: County health fairs/coordination w/Smile Mobile/WIC offices/Headstart/Early Learning Centers/Day Cares.		

WORK WITH CHAMPION/RECRUIT PROVIDERS

Activity	How Many	Notes
New Providers Certified		

Provider Trainings Held	How Many	Place and Date
Provider Recruitment	How Many	Place and Date

Exhibit C-1

ABCD Yearly Budget Tool
2020-2022 Yearly Expenses (estimated)

EXPENSES	Year One	Year Two
	July 1, 2020 to June 30, 2021	July 1, 2021 To June 30, 2022
Staffing/Salary & Benefits – add a column to identify % and hours per week for each year		
Program Coordinator (x hrs/week = .X FTE)		
Outreach Staff (x hrs/week = .X FTE)		
Program Manager (x hrs/week = .X FTE)		
Support Staff (clerical, IT, finance, communications/per staff, other x hrs/week = .X FTE)		
Administration (x hrs/ week (.X FTE)		
Salary & Benefits Subtotal		
Operating Expenses		
Advertising/Marketing (print, broadcast ads; cable TV time, movie ads, weekly newspaper, billboards, social media)		
Office Equipment (Copier, Fax)		
Meeting Expenses (steering committee room, food, etc.)		
Postage		
Printing (Outside Vendors)		
Professional Services		
Office Supplies		
Operating Supplies		
Telephone		
ABCD Certification Training/dentists and staff (room, audiovisuals, food, thank you to participating families, promotion, etc.)		
Travel (Per Diem, Transportation, Mileage/airfare, accommodations as required) for 3x annual ABCD Coordinators meeting – 2 Seattle, 1 Central WA; and for 1x annual Dental		

Cont.		
Champion(s) travel/expenses to Development Day, Seattle (Coordinator participation in this meeting optional but recommended)		
Computer Support/Tech Services		
Rent/Insurance/Janitorial/Maintenance		
Utilities		
Operating Expenses Subtotal		
Indirect Costs		
TOTAL EXPENSES		
FUNDING SOURCES	Year One	Year Two
Other Funding (United Way, Grants, Community Development Block Grant, etc.)		
Agency Funds and/or In-Kind		
Current Health Care Authority Contract		
TOTAL FUNDING		

Exhibit D:**ABCD Coordinator Performance Expectations and Abilities**

Promote early childhood oral health and disease prevention by connecting Apple Health (Medicaid) enrolled children birth to six (6), to care with ABCD-certified dental and medical providers.

1. Continuously provide outreach to families of Apple Health enrolled children, birth to six (6). Coordinate care, provide case management and linkage to dental care. Provide orientation for families of eligible children to routine preventive oral health care and behaviors that promote positive dental clinic experiences.
 - a. Focus specifically on strategies to connect eligible children under age two, children of color, and other underserved populations, with care; and
 - b. Address family needs, including translation, transportation, and other case management needs, which may be barriers to care.
2. Continuously outreach to local dental and medical providers and their staff/agency, both private practice and community health center-based, to recruit, train, certify and maintain their participation in the ABCD program. Collaborate with the local dental champion(s) to achieve these goals.
 - a. Plan and facilitate ABCD trainings leading to ABCD certification in collaboration with the UW School of Dentistry; and
 - b. Follow-up regularly, both in person and via email/phone, with ABCD providers and staff to assure their continued involvement with the program, including troubleshooting billing issues and outreaching to Washington Health Care Authority (HCA) for additional assistance.
 - c. Provide opportunity for HCA and state partners to participate in the process of selecting local ABCD coordinator.
3. Continuously ensure that community agencies, families, and medical providers are aware of and make referrals to the ABCD Program. Ensure dental providers and the broader community are aware of and utilize the ABCD program.
 - a. Obtain media support, including earned media (TV, radio, print), paid media (advertising and underwriting) and social media to reach target populations with ABCD referral and oral health/prevention messages; and
 - b. Participate in community outreach events, service area coalitions and organizations.

Desired Knowledge, Skills, and Abilities

1. Ability to translate medical and oral health concepts into clear language for an audience which may have basic literacy skills and for whom English may not be their first language.
2. Respect for and ability to work with people of diverse races and ethnicities, ages, abilities and socioeconomic status in a culturally relevant and sensitive manner.
3. Ability, when possible, to communicate in preferred language(s) commonly spoken by families served in the county/region and/or access translation services.
4. Ability to participate, engage and present at public meetings, including dental society meetings, dental study clubs, agency and community meetings, Board of Health, etc.
5. Ability to work with and communicate effectively with private practice dentists and physicians and their staffs, and community health center providers and staff.
6. Ability to communicate effectively both orally and in writing.
7. Ability to work independently, with good judgment and a minimum of supervision.
8. Demonstrated ability to maintain a high level of confidentiality.
9. Demonstrated ability to work with computers and computer software programs including email, databases, Word, and Excel spreadsheets.
10. Demonstrated ability to input data to interface with dentist referral / client support systems.
11. Demonstrated ability to use social media and communication tools, such as Facebook, Constant Contact, Twitter, and Instagram to communicate effectively with target population.


	Data Share Agreement ABCD Dental Services		HCA Contract Number: K4680
			Receiving Party Contract Number: _____
This Data Share Agreement ("Agreement" or "DSA") is made by and between the state of Washington Health Care Authority ("HCA") and the party whose name appears below ("Receiving Party")			
<i>Receiving Party Name</i>		<i>Receiving Party doing business as (DBA)</i>	
Snohomish Health District			
<i>Receiving Party Address</i>		<i>Receiving Party Contact Name, Title (Contract Manager)</i>	
3020 Rucker Ave, Suite 203 Everett, WA 98201		Katie Curtis, Assistant Director	
<i>Receiving Party Contact Telephone</i>		<i>Receiving Party Contact Email Address</i>	
(425) 339-8711		kcurtis@snohd.org	
<i>HCA Program</i>		<i>HCA Division/Section</i>	
ABCD Dental Program		CQCT	
<i>HCA Contact Name, Title (Contract Manager)</i>		<i>HCA Contact Address</i>	
Janice Tadeo, Dental Program Manager		626 8th Avenue SE, PO Box 45564 Olympia, WA 98504-5564	
<i>HCA Contact Telephone</i>		<i>HCA Contact Email Address</i>	
(360) 725-1583		janice.tadeo@hca.wa.gov	
The parties signing below warrant that they have read and understand this Agreement, and have authority to execute this Agreement. This Agreement will be binding on HCA only upon signature by both parties.			
<i>Receiving Party Signature</i>		<i>Printed Name and Title</i>	<i>Date Signed</i>
<i>HCA Signature</i>		<i>Printed Name and Title</i>	<i>Date Signed</i>

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Schedule 1: Description of Shared Data

Exhibit A: Data Security Requirements

Exhibit B: User Agreement on Non-Disclosure of Confidential Information

1. Background

The Receiving Party has previously entered into a Contract with HCA, **K2757**, in 2018. The purpose of the Contract is to provide Access to Baby and Child Dentistry (ABCD) services to detect and prevent early childhood dental decay for engaging dentists in seeing birth to six (6) year old Medicaid eligible children and engaging local public health departments in outreach and case management.

2. Purpose of the DSA

The purpose of this Data Share Agreement (DSA) is to identify, describe and protect the Medicaid data being provided by HCA from ProviderOne to the Receiving Party. The purpose for sharing the Data is for the Receiving Party to identify eligible ABCD clients in order to match them to a dentist, then provide client outreach to families with children under the age of six (6). Outreach will be done by making phone calls to families to assist with connecting the child to an ABCD certified dentist, and information regarding the ABCD program will be sent via mail. The Data will help identify and address family barriers to accessing oral health care.

3. Justification and Authority for Data Sharing

The Data to be shared under this DSA are necessary to help Medicaid clients, children under the age of six (6), in accessing oral health care.

42 C.F.R. 438.208 allows for sharing of PHI for coordination and continuity of care.

RCW 70.02.050 allows for disclosure without patient authorization on a need-to-know basis for the provision of health care to a patient, for health care education, or to provide planning for the provision of health care to a patient.

4. Definitions

“Agreement” means this Data Share Agreement.

“Authorized User” means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this DSA.

“Breach” means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

“Business Associate” means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

“Business Associate Agreement” means the HIPAA Compliance section of this DSA (Section 12) and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

“CFR” means the Code of Federal Regulations. All references in this DSA to CFR chapters or sections will include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>

“Client” means an individual who is eligible for or receiving Medicaid services.

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data as described in Section 6, *Data Classification*, which includes, but is not limited to, Personal Information and Protected Health Information. For purposes of this DSA, Confidential Information means the same as “Data.”

“Contract Administrator” means the individual designated to receive legal notices and to administer, amend, or terminate this DSA.

“Contract Manager” means the individual identified on the cover page of this DSA who will provide oversight of the activities conducted under this DSA.

“Covered Entity” means HCA, which is a Covered Entity as defined in 45 CFR 160.103, in its conduct of covered functions by its health care components.

“Data” means the information that is disclosed or exchanged as described by this DSA. For purposes of this DSA, Data means the same as “Confidential Information.”

“Designated Record Set” means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

“Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

“DSA” means this Data Share Agreement.

“Electronic Protected Health Information (ePHI)” means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.

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

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

“HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

“Individual(s)” means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

“Minimum Necessary” means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

“Protected Health Information” or “PHI” means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

“ProviderOne” means the Medicaid Management Information System, which is the State’s Medicaid payment system managed by HCA.

“RCW” means the Revised Code of Washington. All references in this DSA to RCW chapters or sections will include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“Regulation” means any federal, state, or local regulation, rule, or ordinance.

“Receiving Party” means the entity that is identified on the cover page of this DSA and is a party to this DSA, and includes the entity’s owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

“Subcontract” means any separate agreement or contract between the Receiving Party and an individual or entity (“Subcontractor”) to perform any duties that give rise to a business requirement to access the Data that is the subject of this DSA.

“Subcontractor” means a person or entity that is not in the employment of the Receiving Party, who is performing services or any duties that give rise to a business requirement to access the Data that is the subject of this DSA.

“USC” means the United States Code. All references in this DSA to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

“Use” includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information

“WAC” means the Washington Administrative Code. All references in this DSA to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at: <http://apps.leg.wa.gov/wac/>.

5. Description of Data to be Shared

The Data to be shared is set out in attached Schedule 1: *Description of Shared Data*.

The Data will be provided semiannually, in an excel format transferred via Secure File Transfer (SFT). HCA will provide access to the Receiving Party. The HCA Dental Program Manager will upload the excel containing the specified Data to their region/county to the ABCD Coordinator’s assigned folder in SFT.

6. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4, *Data Security*, of *Securing IT Assets Standards* No. 141.10 in the *State Technology Manual* at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>. Section 4 is hereby incorporated by reference.)

The Data that is the subject of this DSA is classified as indicated below:

☐ Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

☐ Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

☐ Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- a. Personal Information about individuals, regardless of how that information is obtained;
- b. Information concerning employee personnel records;
- c. Information regarding IT infrastructure and security of computer and telecommunications systems;

☒ **Category 4 – Confidential Information Requiring Special Handling**

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

7. Constraints on Use of Data

- 7.1. The Data being shared/accessed is owned and belongs to HCA.
- 7.2. This DSA does not constitute a release of the Data for the Receiving Party's discretionary use. Receiving Party must use the Data received or accessed under this DSA only to carry out the purpose and justification of this agreement as set out in sections 2, Purpose of the Data Sharing, and 3, Justification and Authority for Data Sharing. Any analysis, use, or reporting that is not within the Purpose of this DSA is not permitted without HCA's prior written consent.
- 7.3. Any disclosure of Data contrary to this DSA is unauthorized and is subject to penalties identified in law.

8. Security of Data

8.1. Data Protection

The Receiving Party must protect and maintain all Confidential Information gained by reason of this DSA against unauthorized use, access, disclosure, modification or loss. This duty requires the Receiving Party to employ reasonable security measures, which include restricting access to the Confidential Information by:

- a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- b. Physically securing any computers, documents, or other media containing the Confidential Information.

8.2. Data Security Standards

Receiving Party must comply with the Data Security Requirements set out in Exhibit A and the Washington OCIO Security Standard, 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this DSA.

8.3. Data Disposition

Upon request by HCA, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be disposed of as set out in Exhibit A, Section 5 *Data Disposition*, except as required to be maintained for compliance or accounting purposes. Receiving Party will provide written certification of disposition at HCA's request.

9. Data Confidentiality and Non-Disclosure

9.1. Data Confidentiality.

The Receiving Party will not use, publish, transfer, sell, or otherwise disclose any Confidential Information gained by reason of this DSA for any purpose that is not directly connected with the purpose and justification of this DSA, as set out in Sections 1 and 3 above, except: (a) as provided by law; or (b) with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

9.2. Non-Disclosure of Data

The Receiving Party must ensure that all employees or Subcontractors who will have access to the Data described in this DSA (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this DSA before gaining access to the Data identified herein. The Receiving Party will also instruct and make any new employee aware of the use restrictions and protection requirements of this DSA before they gain access to the Data.

The Receiving Party will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Exhibit B hereto. The Receiving Party will retain the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The documentation must be available to HCA upon request.

9.3. Penalties for Unauthorized Disclosure of Data

State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

The Receiving Party accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the DSA.

10. Public Disclosure

If the Receiving Party receives a public records request under Chapter 42.56 RCW for any records containing Data subject to this DSA, Receiving Party agrees to notify the HCA Public Disclosure Officer within five (5) business days and to follow the procedure set out in this section before disclosing any records. The HCA Public Disclosure Officer can be contacted at PublicDisclosure@hca.wa.gov.

The Receiving Party must provide a copy of the records with proposed redactions to HCA when they are available and ready. HCA will respond within ten (10) business days of receipt of the redacted records to identify concerns with disclosure of the records, propose any changes to the Receiving Party redactions, or request more time if needed. If Receiving Party disagrees with any of HCA's concerns or proposed changes, Receiving Party must notify HCA of that disagreement and provide HCA with a minimum of fifteen (15) business days to obtain a restraining order or injunction under RCW 42.56.540 before disclosing any records.

11. Data Shared with Subcontractors

The Receiving Party will not enter into any Subcontract without the express, written permission of HCA, which will approve or deny the proposed contract in its sole discretion. If Data access is to be provided to a Subcontractor under this DSA, the Receiving Party must include all of the Data security terms, conditions and requirements set forth in this DSA in any such Subcontract. Because the Data includes PHI, Section 13.5 *Subcontracts and Other Third Party Agreements* also applies. In no event will the existence of the Subcontract operate to release or reduce the liability of the Receiving Party to HCA for any breach in the performance of the Receiving Party's responsibilities.

12. HIPAA Compliance

This section of the DSA is the Business Associate Agreement required by HIPAA. The Receiving Party is a "Business Associate" of HCA as defined in the HIPAA Rules.

- 12.1. **HIPAA Point of Contact.** The point of contact for the Receiving Party for all required HIPAA-related reporting and notification communications from this Section 13 *HIPAA Compliance* and all required Non-PHI Data breach notification communications from Section 14 *Non-PHI Data Breach Notification*, is:

HCA Privacy Officer
 Washington State Health Care Authority
 626 8th Avenue SE
 PO Box 42700
 Olympia, WA 98504-2700
 Telephone: 360-725-1116
 E-mail: PrivacyOfficer@hca.wa.gov

- 12.2. **Compliance.** Business Associate must perform all DSA duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

12.3. Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of PHI:

- a. **Duty to Protect PHI.** Business Associate must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to ePHI, to prevent the unauthorized Use or disclosure of PHI for as long as the PHI is within its possession and control, even after the termination or expiration of this DSA.
- b. **Minimum Necessary Standard.** Business Associate will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this DSA. See 45 CFR 164.514 (d)(2) through (d)(5).
- c. **Disclosure as Part of the Provision of Services.** Business Associate will only Use or disclose PHI as necessary to perform the services specified in this DSA or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- d. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- e. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate, subject to HCA approval, or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- f. **Impermissible Use or Disclosure of PHI.** Business Associate must report to the contact identified in Subsection 13.1 in writing all Uses or disclosures of PHI not provided for by this DSA within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by HCA, Business Associate will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- g. **Failure to Cure.** If HCA learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this DSA and reasonable steps by the Business Associate do not end the violation, HCA may terminate this DSA, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate must terminate the Subcontract, if feasible.
- h. **Termination for Cause.** Business Associate authorizes immediate termination of this DSA by HCA, if they determine that Business Associate has violated a material term of this

Business Associate Agreement. HCA may, at their sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

- i. Consent to Audit. Business Associate must give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of HCA, to the Secretary of DHHS and/or to HCA for use in determining compliance with HIPAA privacy requirements.
- j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this DSA for any reason, with respect to PHI received from HCA, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of HCA, Business Associate must:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to HCA or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - iv. Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in Subsection 13.3 *Use and Disclosure of PHI* that applied prior to termination; and
 - v. Return to HCA or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. Survival. The obligations of the Business Associate under this section will survive the termination or expiration of this DSA.

12.4. Individual Rights.

- a. Accounting of Disclosures.
 - i. Business Associate will document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - ii. Within ten (10) business days of a request from HCA, Business Associate will make available to HCA the information in Business Associate's possession that is necessary for HCA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
 - iii. At the request of HCA or in response to a request made directly to the Business Associate by an Individual, Business Associate will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

- iv. Business Associate record keeping procedures will be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

- b. Access

- i. Business Associate will make available PHI that it holds that is part of a Designated Record Set when requested by HCA or the Individual as necessary to satisfy HCA's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- ii. When the request is made by the Individual to the Business Associate or if HCA ask the Business Associate to respond to a request, the Business Associate must comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by HCA, the Business Associate will provide the records to HCA within ten (10) business days.

- c. Amendment.

- i. If HCA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and HCA has previously provided the PHI or record that is the subject of the amendment to Business Associate, then HCA will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- ii. Business Associate will make any amendments to PHI in a Designated Record Set as directed by HCA or as necessary to satisfy HCA's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

12.5. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate must ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).

12.6. **Obligations.** To the extent the Business Associate is to carry out one or more of HCA's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate must comply with all requirements that would apply to HCA in the performance of such obligation(s).

12.7. **Liability.** Within ten (10) business days, Business Associate must notify the contact identified in Subsection 13.1 of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform HCA of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

12.8. Breach Notification.

- a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from HCA or involving HCA clients, Business Associate will take all measures required by state or federal law.
- b. Business Associate will notify the contact identified in Subsection 13.1 by telephone and in writing within five (5) business days of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this DSA or not authorized by HIPAA Rules or required by law that potentially compromises the security or privacy of the Protected Health Information.
- c. Business Associate will notify the HCA Privacy Officer identified in Section 13.1 above by telephone or e-mail within five (5) business days of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a written (fax or email acceptable) explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will notify HCA prior to dissemination of any public announcement of a data security Breach involving HCA's data and include in any such required notifications, the planned date for the public announcement.
- d. Solely for purposes of the performance of the Proof of Concept as more particularly set forth in Schedule 1 hereto and Schedules A hereto, if a Breach of unsecured PHI is the sole fault of Business Associate then as between Business Associate and HCA, Business Associate will remain liable for claims that may arise from such Breach, including, but not limited to, costs for litigation (including reasonable attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Breach, and to the extent that any claims are brought against HCA, must indemnify HCA from such claims (if such claims arise through no fault or breach by HCA) and Business Associate will be responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Breach and will bear all costs associated with complying with legal and regulatory obligations in connection therewith. For avoidance of doubt, "fault" refers to the party's failure through act or omission to use reasonable procedures to avoid unauthorized access, use or disclosure of Personal Information.
- e. In the event the Breach is the sole fault of HCA, then as between Business Associate and HCA, HCA will remain liable for claims that may arise from such Breach, including, but not limited to, costs for litigation (including reasonable attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Breach, and to the extent that any claims are brought against Business Associate, will indemnify Business Associate from such claims (if such claims arise through no fault or breach by Business Associate) and HCA will be responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Breach and will bear all costs associated with complying with legal and regulatory obligations in connection therewith. For

avoidance of doubt, “fault” refers to the party’s failure, through act or omission, to use reasonable procedures to prevent unauthorized acquisition of, access to or use of such Personal Information.

12.9. Miscellaneous Provisions.

- a. Regulatory References. A reference in this DSA to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this DSA will be interpreted to permit compliance with the HIPAA Rules.

13. Non PHI Data Breach Notification

The Breach of non-PHI Data shared under this DSA must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov within five (5) business days of discovery. The Receiving Party must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by applicable law or reasonably requested by HCA in order to meet its regulatory obligations.

14. Amendments and Alterations

This DSA, or any term or condition, may be modified only by a written amendment signed by all parties. Only personnel authorized to bind each of the parties will sign an amendment.

15. Assignment

The Receiving Party will not assign rights or obligations derived from this DSA to a third party without the prior, written consent of HCA and the written assumption of the Receiving Party’s obligations by the third party.

16. Dispute Resolution

- 16.1. The parties agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this DSA, either party may reduce its description of the dispute in writing, and deliver it to the other party for consideration. Once received, the assigned managers or designees of each party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.
- 16.2. If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency’s respective operational protocols, to the Director of HCA (“Director”) and the Receiving Party’s Agency Head (“Agency Head”) or their deputies or designated delegates. Both parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Director and Agency Head.

- 16.3. Upon receipt of the referral and relevant documentation, the Director and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Director and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Director and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.
- 16.4. The final decision will be put in writing, and will be signed by both the Director and Agency Head. If the agreement is active at the time of resolution, the parties will execute an amendment or change order to incorporate the final decision into the agreement. The decision will be final and binding as to the matter reviewed and the dispute will be settled in accordance with the terms of the decision.
- 16.5. If the Director and Agency Head are unable to come to a mutually acceptable decision, the parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor may employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.
- 16.6. Both parties agree that, the existence of a dispute notwithstanding, the parties will continue without delay to carry out all respective responsibilities under this agreement that are not affected by the dispute.

17. Entire Agreement

This DSA, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this DSA, will be deemed to exist or bind the parties.

18. Governing Law and Venue

This DSA is governed by, and will be construed and enforced in accordance with, the laws of the State of Washington. In the event of a lawsuit involving this DSA, jurisdiction is proper only in the Superior Court of Washington, and venue is proper only in Thurston County, Washington.

19. Incorporated Documents and Order of Precedence

- 19.1. Each of the documents listed below is, by this reference, incorporated into this DSA as though fully set forth herein.
 - a. Schedule 1 – Description of Shared Data.
 - b. Exhibit A – Data Security Requirements.
 - c. Exhibit B – User Agreement on Non-Disclosure of Confidential Information.
 - d. Section 4 of OCIO 141.10, *Securing Information Technology Assets Standards: Data Security* (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.)

19.2. In the event of any inconsistency in this DSA, the inconsistency will be resolved in the following order of precedence:

- a. Applicable federal and state statutes, laws, and regulations;
- b. Sections of this DSA;
- c. Attachments, Exhibits and Schedules to this DSA.

20. Inspection

No more than once per quarter during the term of this DSA and for six (6) years following termination or expiration of this DSA, HCA will have the right at reasonable times and upon no less than five (5) business days prior written notice to access the Receiving Party's records and place of business for the purpose of auditing, and evaluating the Receiving Party's compliance with this DSA and applicable laws and regulations.

21. Insurance

21.1. HCA certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and will pay for losses for which HCA is found liable.

21.2. The Receiving Party certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below and will provide certificates of insurance to that effect to HCA upon request.

21.3. Required Insurance or Self-Insured Equivalent

- a. Commercial General Liability Insurance (CGL) covering the risks of bodily injury (including death), property damage, and contractual liability, with a limit of not less than \$1 million per occurrence, \$2 million aggregate.
- b. Cyber Liability/Privacy Breach Response Coverage. For the term of this DSA and 3 years following its termination or expiration, Receiving Party must maintain insurance to cover costs incurred in connection with a security incident, privacy Breach, or potential compromise of Data, including:
 - i. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;
 - ii. Notification and call center services for individuals affected by a security incident, or privacy Breach;
 - iii. Breach resolution and mitigation services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identity theft assistance; and
 - iv. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).
- c. If any of the required policies provide coverage on a claims-made basis:

- i. The retroactive date must be shown and must be before the date of the DSA or of the beginning of DSA work.
- ii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the DSA effective date, the Receiving Party must purchase "extended reporting" coverage for a minimum of 3 years after completion of DSA work.

The State of Washington, including but not limited to HCA, must be named as additional insureds.

In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this DSA, Receiving Party must provide written notice of such to HCA within one (1) Business Day of Receiving Party's receipt of such notice.

By requiring insurance herein, HCA does not represent that coverage and limits will be adequate to protect Receiving Party. Such coverage and limits will not limit Receiving Party's liability under the indemnities and reimbursements granted to HCA in this DSA.

22. Legal Notices

22.1. Any other notice or demand or other communication required or permitted to be given under this DSA or applicable law will be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

a. To Receiving Party at:

Snohomish Health District
3020 Rucker Ave, Suite 203
Everett, WA 98201

b. To HCA at:

Contract Administrator
Division of Legal Services
Health Care Authority
P. O. Box 42702
Olympia, Washington 98504-2702

Notices will be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address and information provided above may be changed by written notice given as provided above.

23. Maintenance of Records

The Receiving Party must maintain records related to compliance with this DSA for six (6) years after expiration or termination of this DSA. HCA or its designee will have the right to access those records during that six-year period for purposes of auditing.

24. Responsibility

HCA and the Receiving Party will each be responsible for their own acts and omissions and for the acts and omissions of their agents and employees. Each party to this DSA must defend, protect, and hold harmless the other party, or any of the other party's agents, from and against any loss and all claims, settlements, judgments, costs, penalties, and expenses, including reasonable attorney fees, arising from any willful misconduct or dishonest, fraudulent, reckless, unlawful, or negligent act or omission of the first party, or agents of the first party, while performing under the terms of this DSA, except to the extent that such losses result from the willful misconduct, or dishonest, fraudulent, reckless, unlawful, or negligent act or omission on the part of the second party. Each party agrees to promptly notify the other party in writing of any claim and provide the other party the opportunity to defend and settle the claim.

25. Severability

The provisions of this DSA are severable. If any provision of this DSA is held invalid by any court of competent jurisdiction, that invalidity will not affect the other provisions of this DSA and the invalid provision will be considered modified to conform to the existing law.

26. Survival Clauses

The terms and conditions contained in this DSA that by their sense and context are intended to survive the expiration or other termination of this DSA must survive. Surviving terms include, but are not limited to: *Constraints on Use of Data, Security of Data, Data Confidentiality and Non-Disclosure of Data, HIPAA Compliance, Non PHI Data Breach Notification, Dispute Resolution, Inspection, Insurance, Maintenance of Records, and Responsibility.*

27. Term and Termination

- 27.1. Term. This DSA will begin on July 1, 2020 or date of execution, whichever is later, and continue through June 30, 2022, unless terminated sooner as provided in this Section.
- 27.2. Termination for Convenience. Either HCA or the Receiving Party may terminate this DSA for convenience with thirty (30) calendar days' written notice to the other. However, once Data is accessed by the Receiving Party, this DSA is binding as to the confidentiality, use and disposition of all Data received as a result of access, unless otherwise agreed in writing.
- 27.3. Termination for Cause. HCA may terminate this DSA for default, in whole or in part, by written notice to the Receiving Party, if HCA has a reasonable basis to believe that the Receiving Party has: (1) failed to perform under any provision of this DSA; (2) violated any

law, regulation, rule, or ordinance applicable to this DSA; and/or (3) otherwise breached any provision or condition of this DSA.

Before HCA terminates this DSA for default, HCA will provide the Receiving Party with written notice of its noncompliance with the DSA and provide the Receiving Party a reasonable opportunity to correct its noncompliance. If the Receiving Party does not correct the noncompliance within the period of time specified in the written notice of noncompliance, HCA may then terminate the DSA. HCA may terminate the DSA for default without such written notice and without opportunity for correction if HCA has a reasonable basis to believe that a Client's health or safety is in jeopardy. The determination of whether or not the Receiving Party corrected the noncompliance will be made by HCA, in its sole discretion.

28. Waiver

Waiver of any breach or default on any occasion will not be deemed to be a waiver of any subsequent breach or default. Any waiver will not be construed to be a modification of the terms and conditions of this DSA.

29. Signatures and Counterparts

The signatures on the cover page indicate agreement between the parties. The parties may execute this DSA in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement.

Schedule 1: Description of Shared Data

Per **K2757** Contract with HCA, the Contractor is to identify eligible ABCD clients and match them to a dental home, provide family orientation, assist with scheduling dental appointments, identify and address family barriers to accessing oral health care. The Data will be provided semiannually for the timeframe of July 2020 through June 2022, in an excel format transferred via Secure File Transfer (SFT). HCA will provide access to the Receiving Party. The HCA Dental Program Manager will upload the excel containing the specified Data to their region/county to the ABCD Coordinator's assigned folder in SFT.

1. Data Elements:

- a. Client ID;
- b. Full name;
- c. Age;
- d. DOB;
- e. Mailing address;
- f. Phone number;
- g. Head of household name; and
- h. Preferred language.

Exhibit A – Data Security Requirements

1. Definitions

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

- a. “Hardened Password” means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of 8 characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. “Portable/Removable Media” means any data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. “Portable/Removable Devices” means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players); and laptop/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. “Secured Area” means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. “Transmitting” means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. “Trusted System(s)” means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail, or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- g. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Data Transmission

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. Protection of Data

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

- a. Data at Rest:
 - i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - ii. Data stored on Portable/Removable Media or Devices:
 - (A) Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
 - (B) HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the DSA. If so authorized, the Receiving Party must protect the Data by:
 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 3. Keeping devices in locked storage when not in use;
 4. Using check-in/check-out procedures when devices are shared;
 5. Maintain an inventory of devices; and
 6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

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

4. Data Segregation

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

- a. HCA's Data must be kept in one of the following ways:
 - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - iii. in a database that will contain only HCA Data; or
 - iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate HCA's Data from non-HCA data, then both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Exhibit.

5. Data Disposition

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

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

User Agreement on Non-Disclosure of Confidential Information

Your organization has entered into a Data Share Agreement with the state of Washington Health Care Authority (HCA) that will allow you access to data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this *User Agreement on Non-Disclosure of Confidential Information*.

Confidential Information

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Protected Health Information and Personal Information. For purposes of the pertinent Data Share Agreement, Confidential Information means the same as “Data.”

“Protected Health Information” means information that relates to: the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Regulatory Requirements and Penalties

State laws (including, but not limited to, RCW 74.04.060, RCW 74.34.095, and RCW 70.02.020) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

User Assurance of Confidentiality

In consideration for HCA granting me access to the Confidential Information that is the subject of this Agreement, I agree that I:

1. Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
2. Have an authorized business requirement to access and use the Confidential Information.
3. Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial or personal purpose, or any other purpose that is not directly connected with this Agreement.
4. Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
5. Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
6. Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
7. Will not make copies of Confidential Information, or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor.
8. Will access, use or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties.
9. Will not distribute, transfer, or otherwise share any software with anyone.
10. Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
11. Understand at any time, HCA may audit, investigate, monitor, access, and disclose information about my use of the Confidential Information and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the Confidential Information, disciplinary actions against me, or possible civil or criminal penalties or fines.
12. Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer.

Signature

Print User’s Name	User Signature	Date