Approved: 12/11/2024 Effective: 12/21/2024

1 2	SNOHOMISH COUNTY COUNCIL SNOHOMISH COUNTY, WASHINGTON
3 4 5	ORDINANCE NO. 24-096
5 6 7	APPROVING AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES FOR REFUGEE MEDICAL SCREENING PROGRAM
8 9 10 11 12	WHEREAS, Snohomish County, through its Health Department, wish to enter into an agreement to provide the domestic medical screening exam for newly arrived refugees and Office of Refugee Resettlement (ORR) eligible populations within 90 days of ORR eligibility date; and
13 14 15 16 17	WHEREAS, the Health Department will provide medical screening exam, outreach, access, and follow-up to health assessment services with primary care, community health clinics, or specialty care for newly arrived refugees; and
17 18 19 20 21	WHEREAS, the Washington State Department of Social and Health Services and the Snohomish County Health Department have contracted together prior to implement the Refugee Medical Screening Program and wish to continue this partnership; and
22 23 24 25	WHEREAS, the County Council held a public hearing on December 11, 2024, to consider approving the program agreement with Washington State Department of Social and Health Services and to authorize the Snohomish County Executive to enter into such agreement in substantially the form attached as Exhibit A;
26 27 28	NOW, THEREFORE, BE IT ORDAINED:
29 30	Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.
31 32 33 34 35	Section 2. The County Council hereby authorizes the County Executive, or designee, to execute the program agreement between Snohomish County and Washington State Department of Social and Health Services in substantially the form attached hereto as <u>Exhibit A</u> .
36 37	PASSED this 11 th day of December, 2024.
38 39 40	SNOHOMISH COUNTY COUNCIL Snohomish County, Washington
41 42 43 44	Journeil Chair
45	

ORDINANCE NO. 24-096 APPROVING AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES PAGE 1

1	ATTEST:	
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3 4	Macuntas	
5	Deputy Clerk of the Council	
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7	(X) APPROVED	
8) EMERGENCY	
9) VETOED	
10		
11		DATE: December 11, 2024
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14		Om Jam
15		County Executive
16	ATTEST:	-
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19	Melissa Geraghty	
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22	Approved as to form only:	
23	Guadamud Digitally signed by	
24		
25	Rebecca	
26	Deputy Prosecuting Attorney	

EXHIBIT A

<u>-</u>	001							DSHS Agr	eement Number	
Banco Washington State Department of Social				2463-58585						
4 Health Services	Refugee Medical Screening									
Transforming lives										
This Program Agreement is b								ion or Division		
				HS) and the County identified			Agreement	Indumber		
				ty and DSHS Agreement On			County Aar	eement Number		
General Terms and Conditior				prated by refe				e e cy / .g.		
DSHS ADMINISTRATION	DSHS D				DSHS IN	IDEX NU	JMBER		TRACT CODE	
Economic Services	Comm	unity S	Servic	es Division	1065			3000CC-6	3	
Administration			1.50							
DSHS CONTACT NAME AND TITLE				HS CONTACT AD						
Jennifer Malloy			90	50 15th Ave S	VV 200					
Program Manager			6		06					
DSHS CONTACT TELEPHONE	_			eattle, WA 981	00				A II	
(206)568-5738			-	ACTTAX				HS CONTACT E-MAIL allojl@dshs.wa.gov		
COUNTY NAME		<u> </u>	COUN	TY ADDRESS			manoji	guono.nu.g	,ov	
Snohomish County				Rucker Ave St	uite 203					
Snohomish County Health Depa	rtment			ett, WA 98201						
COUNTY FEDERAL EMPLOYER IDEN					TY CONTACT NAME					
NUMBER		_	Katie	Curtis						
COUNTY CONTACT TELEPHONE COUNTY CONTACT FAX COUNTY CONTACT E-MAIL (425) 339-8711 katie.curtis@co.snohomish.wa.us										
IS THE COUNTY A SUBRECIPIENT FO				PROGRAM		ASSIS		STING NUMBE		
AGREEMENT?		523 01	11113	FROGRAM		93.56				
No										
PROGRAM AGREEMENT START DATE PROGRAM AGR 10/01/2024 09/30/2025			EEMENT END DA	END DATE MAXIMUM PROGRAM AGREEMENT AMOUNT \$414,100.50				MENT AMOUNT		
EXHIBITS. When the box below	v is mark	ed with	۱ an ک	K, the following	Exhibits	are at	ached a	nd are inco	rporated into this	
County Program Agreement by	reference	e:		-					-	
Exhibits (specify) : Exhibit	A - Data	a Secu	irity F	Requirements	Exhibit	B - Sta	atement	of Work; E	xhibit C - Program	
Outcomes: Exhibit D - Program	n Requi	remen	ts	•					-	
No Exhibits.	-									
The terms and conditions of this	The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive									
understanding between the parties superseding and merging all previous agreements, writings, and communications, oral										
or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and										
understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only										
upon signature by DSHS.										
COUNTY SIGNATURE(S)			PRINTED NAME(S) AND TITLE(S)				DATE(S) SIGNED			
				Dave Somers				December 11, 2024		
om Jam			County Executive							
DSHS SIGNATURE				PRINTED NAME AND TITLE				DATE SIGNED		
Sandra Danisls				Sandra Daniels, Contracts Officer DSHS/ESA/Community Services Division			n	12/11/24		

1. Definitions.

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. **"Afghan Humanitarian Parolee or AHP"** means certain Afghan individuals granted humanitarian parole by the U.S. Department of Homeland Security, between July 31, 2021 and December 16, 2022, or current ORR guidelines if expanded, and who are eligible to apply for mainstream benefits, resettlement assistance, and other benefits available to refugees. The date of eligibility for the Afghan Humanitarian Parolee (AHP) population is October 1, 2021, or their date of entry into the community, whichever is later. The AHP population is eligible for ORR benefits and services until September 30, 2023 or the end of the individual's parole term, whichever is later, unless amended by law or the individual gains another ORR-eligible category or status.
- b. **"Afghan Special Immigrants"** means a citizen or national of Afghanistan who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
- c. **"Amerasians"** means an individual born in Vietnam after January 1, 1962 and before January 1, 1976 who was fathered by a U.S. Citizen.
- d. **"Asylee"** means an individual who is physically present in the U.S. or at a border or port of entry and who has been granted political asylum by the U.S. Attorney General. An applicant for political asylum does not meet the immigration status requirement for Refugee Assistance until asylum has been granted.
- e. "Business day" means any day Monday through Friday, excluding state or federal holidays.
- f. "Calendar day" means any and all days in a given year.
- g. "Class A and B conditions" are medical notifications made by the U.S. Public Health Service regarding refugees arriving in the U.S. with medical conditions. The Class A condition is one needing immediate assessment and follow-up. The Class B condition is one needing assessment/diagnosis and follow-up soon after arrival in the U.S.
- h. **"Contract" or "Agreement"** means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference.
- i. **"Cuban-Haitian Entrant"** Any individual granted parole status by the Department of Homeland Security (DHS) as a <u>Cuban/Haitian Entrant</u> (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba or Haiti, regardless of the status of the individual at the time assistance or services are provided, and

Any other national of Cuba or Haiti 1. Who:(i) was paroled into the United States and has not acquired any other status under the INA;(ii) is the subject of exclusion or deportation proceedings under the Immigration and Nationality Act (INA); or (iii) has an application for asylum pending with DHS; and 2. With respect to whom a final, non-appealable, and legally enforceable order of deportation or exclusion has not been entered [45 CFR § 401.2]. Cuban and Haitian Entrants, along with Cubans in certain other categories, are eligible to apply for adjustment of status after one year in the U.S. "

- j. **"Data"** means any Personal Information or other information accessed or gained while providing services in accordance with this Contract.
- k. "DOH" means the Washington State Department of Health.

- I. "DSHS" means the Washington State Department of Social and Health Services.
- m. "DSHS ORIA Program Manager" is the DSHS Contact person you will work with on contractual compliance, invoicing and reporting. The DSHS contact person listed on page 1 of this contract will provide you with the program manager's contact information.
- n. "Electronic Disease Notification System (EDN)" is a centralized electronic reporting system that notifies U.S. state and local health departments and screening clinics of the arrival of refugees and immigrants with health conditions requiring medical follow-up. EDN was developed by CDC in 2006 and is used under the authority of the Immigration and Nationality Act (8 U.S. Code 1522)
- o. "ESA" means the DSHS Economic Services Administration.
- p. **"Iraqi Special Immigrant"** means a citizen or national of Iraq who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
- q. "Immigration documentation" means copies of relevant immigration documents showing that the individual qualifies for ORR services. This may include one of more of the following copies of their I-94, Form I-766 Employment Authorization Document, foreign passport with an eligible Machine Readable Immigrant Visa (MRIV), foreign passport with an eligible Department of Homeland Security/Customs and Border Protection (DHS/CBP) stamp, or Form I-551 Permanent Resident Card (also known as a "green card"), or other relevant immigration documents that verify eligibility. Specific details of acceptable immigration documentation is available at <u>ORR's Status and</u> <u>Documentation Requirements page</u>. Immigration documentation is required for the person served, including their parent(s) or legal guardian(s), if applicable.
- r. **"Managed File Transfer (MFT)"** is a multi-protocol (Hypertext Transfer Protocol Secure [HTTPS], Secure File Transfer Protocol/Secure Shell [SFTP/SSH] and File Transfer Protocol [FTPS]) secure file transport to perform manual single file or automated high-volume file transfers between DSHS and contracted providers
- s. "Newly Arrived" means a refugee who has been in the U.S. for two (2) years or less.
- t. **"ORIA"** means the Office of Refugee and Immigrant Assistance within the DSHS Economic Services Administration, Community Services Division.
- u. "**ORR**" means the federal Office of Refugee Resettlement that administers the national refugee program.
- v. **"Participant"** means a DSHS client or ORR-eligible individual receiving one or more services under the Program.
- w. "RedCap" is a secure, web-based application for building and managing databases at Washington State Department of Health (DOH). The Redcap Refugee Health Screening Database project is used to store and manage client-level clinical outcome data from the refugee medical screening submitted by contracted refugee medical screening clinic providers to WA State Department of Health Refugee and Immigrant Health Program.
- x. **"Release of Information (ROI) Form"** means the form signed by the participant giving both Contractor and DSHS permission or consent to share participant's personal information as it relates to contracted services.
- y. **"Refugee"** means persons who have entered the United States with refugee status, or persons who have been granted asylum under section 208 of the Immigration and Nationality Act, Cuban-

Haitian Entrants with requirements in 45 CFR, Part 401, and victims of human trafficking documented by the Federal Office of Refugee Resettlement, certain Amerasians from Vietnam, or Special Immigrant Visa Holders.

- z. "Resettlement Agency (RA)" means a refugee resettlement agency that has a cooperative agreement with the U.S. State Department to provide Reception and Placement services for refugees arriving in the U.S.
- aa. **"Ukrainian Humanitarian Parolee or UHP"** means a citizen or national of Ukraine who was paroled into the United States between February 24, 2022 and September 30, 2024 due to urgent humanitarian reasons, or non-Ukrainian individuals who last habitually resided in Ukraine and who were paroled into the U.S. within the same timeframe. Additional details for Ukrainian Humanitarian Parolees may be referenced in <u>ORR Policy Letter 22-13</u>.
- bb. "Unaccompanied Refugee Minors (URM)" means refugee minors identified by the Department of State, who are eligible for resettlement in the U.S. but do not have a parent or adult relative available or willing to commit to provide long-term care.
- cc. "USCIS" means the U.S. Citizenship and Immigration Services.
- dd. "Victims of Human Trafficking" means a person who received certification for having been trafficked into the U.S. and forced into domestic or international sex trade, prostitution, slavery and/or forced labor through coercion, threats of physical violence, psychological abuse, torture and imprisonment, or their eligible family member.

2. Purpose.

The purpose of this Contract is to administer a domestic medical screening exam to newly arrived refugees and ORR-eligible populations. The Contractor shall follow the Washington State Guidelines, incorporated by reference.

3. Statement of Work.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as described in this Contract and the attached Exhibit(s).

4. Consideration.

The total amount payable to the Contractor for satisfactory performance of work completed under this Contract shall not exceed the Contract Maximum Amount shown on page one (1) of this Contract and shall be paid in accordance with the fees set forth in the attached Exhibit(s).

5. Billing and Payment.

a. Invoice System.

The Contractor must use the State Form A19-1A Invoice Voucher and the Contract Summary Report (CSR), provided by the DSHS ORIA Program Manager, when submitting invoices. The Contractor shall submit one invoice for each month of service and each invoice must be received by ORIA no later than thirty (30) days after the last day of each month.

b. All Refugee Medical Screening activities billable to Medicaid shall be billed to Medicaid first. If services billed to Medicaid are denied, denied claims may be submitted to DSHS for payment consideration. The Contractor must obtain documentation or proof of Medicaid denial. Previously

denied claims and services not billed in the month actually provided, may be included in a future quarterly invoice.

- c. The Contractor may submit one (1) additional final September invoice to ORIA for any previously denied claims or services provided but not billed during the current federal fiscal year of this contract. The final invoice must be received by ORIA by December 31.
- d. Each Invoice Voucher submitted for payment must be accompanied by:
 - (1) A completed Contract Summary Report, format provided by DSHS;
 - (2) A completed Monthly Billing Datasheet via secure email, MFT. The format will be provided by DSHS. Participant details include but not limited to: Alien Number, Last Name, First Name, Middle Name, Date of Birth, Country of Origin, Gender, Visa Type, ORR Eligibility Date, Date of Services (MS1 and MS2 (if applicable)), MS Date of Completion, Type of Service and any other Participant details requested by DSHS. This information will be submitted to DOH to cross match clients in the RedCap system.
 - a. The Contractor must collect the required Participant data from the Participant (upon check-in/intake), directly from the referral agency (Resettlement Agency, Private Sponsor Group, etc.). When unable to collect all required Participant data from the sources mentioned, the Contractor shall utilize Federal U.S. websites, such as the <u>I-94 Website</u>. After exhausting all resources, the Contractor may contact DSHS ORIA Program Manager to gather missing Participant data prior to submitting the completed report.
 - (3) Other additional receipts or backup documentation that provides clarification or gives detail regarding the A19-1A Invoice Voucher submitted for payment.
- e. Payment.
 - (1) Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance of properly completed forms. Payment shall be sent to the address designated by the Contractor on page one of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. Interpretation and Translation Services.

The Contractor shall provide interpreter and translation services as necessary to perform the obligations of this Contract, and DSHS shall not reimburse the Contractor for the use of interpreter or translation services, except if specifically stated in an Exhibit(s) of this Contract.

7. Training.

The Contractor shall ensure all its employees who provide services under this Contract attend ORIA program training as requested by DSHS. Training opportunities and logistics will be coordinated between the Contractor, DSHS ORIA and DOH.

8. Child Abuse and Health and Safety Concerns.

In the delivery of services under this Contract, children's health and safety shall always be the first concern of the Contractor. The Contractor shall immediately report all instances of suspected child abuse to Child Protective Services at 1-866-END HARM (1-866-363-4276).

9. Contract Monitoring.

DSHS shall monitor the Contractor for compliance with the terms and condition of this Contract and provide technical assistance upon request or when necessary to assist with contract compliance. The method of monitoring may include the following:

- a. Site Visits.
 - (1) In addition to the General Terms and Conditions, **Inspection**, the ORIA Program Manager or authorized designee and DOH representative may perform site visits during the term of this contract. The Contractor shall be present for site visits, which shall be scheduled during regular business hours, and produce records related to services for which DSHS made payment to Contractor. Site visits shall be conducted with prior notification to the Contractor, and may include, but is not limited, to the review of the following:
 - (a) Observation of contracted services
 - (b) License and certification, if applicable
 - (c) Confidentiality policy and process
 - (d) Insurance, if applicable
 - (e) Participant Files
 - (f) Service documentation and verification
 - (g) Desk audits will be performed monthly by validating information and documentation submitted to both DSHS ORIA and the Department of Health.
 - (h) Request for random documentation verifying services

10. Contract Suspension.

DSHS may take certain actions in the event the Contractor, or any of its partners, officers, directors, or employees, is investigated by a local, county, state or federal agency, for a matter which DSHS determines may adversely affect the delivery of services provided under this Contract. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegation(s) from providing services or having contact with Participants pending final resolution of the investigation.

11. Contractor Information.

The Contractor shall forward to DSHS within ten (10) working days, any information concerning the Contractor's change of circumstances. Changes in the Contractor's circumstances include change of business name, address, telephone number, fax number, e-mail address, business status, and names of staff that are current state employees.

12. Culturally Relevant Services.

The Contractor shall ensure all services are provided in the cultural context of the Participant and/or the Participant's family.

13. Data Sharing.

The Confidentiality terms outlined in the General Terms and Conditions, Section 6. Confidentiality shall also apply to DSHS in the event which DSHS gains data from the Contractor.

In addition, DSHS will provide the Contractor access to Participant information on an as needed basis to provide services outlined within this Contract.

- b. Purpose.
 - (1) Activity for which the Data is needed: To provide services to eligible Participants.
 - (2) How Data Recipient will use Data: Contractor will use Participant information to administer this Contract. This includes but is not limited to the following:
 - (a) Billing;
 - (b) Reporting; and
 - (c) Participant information updates.
- c. Description of Data.
 - (1) Data elements. Participant's personal information including but not limited to:
 - (a) Date of Birth;
 - (b) Gender;
 - (c) Date of Arrival or Asylum Granted;
 - (d) Alien Number;
 - (e) Immigration Status; and
 - (f) DSHS Participant ID.
 - (2) Time frame(s) for Data disclosure or exchange: Duration of Contract.
 - (3) Conditions under which, if any, that Data disclosed or exchanged can be linked to other data:
 - (a) The Contractor shall not link the data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the data unless specifically authorized to do so in this Contract or by the prior written consent of DSHS.
- d. Data Access or Transfer.

(1) Staff Access to Data.

- (a) Access to Data shall be limited to staff that are assigned to provide services under this Contract.
- (b) The Contractor shall provide the DSHS ORIA Program Manager listed of their staff that are providing services under this Contract that have been granted access to the DSHS Participant information.
- (c) The Contractor shall contact the DSHS ORIA Program Manager whenever they need to change the staff granted access to the DSHS Participant information.
- (2) Method. DSHS will provide the Contractor DSHS Participant information via Secure e-mail and/or MFT.
- (3) Requirements for Access.
 - (a) Prior to making Data available to its staff, the Contractor shall notify all such staff of the Use and Disclosure requirements.
 - (b) Staff that are authorized to have access to DSHS data must annually review and sign a <u>DSHS ESA Nondisclosure of Confidential Information Agreement-Non Employee form</u> (DSHS 03-374D).
 - (c) The Contractor shall retain the original signed copies of the forms for their records.
 - i. Upon DSHS ORIA Program Manager request, the Contractor shall provide DSHS with copies of the signed forms.
 - ii. Frequency of Exchange: Daily access.
- e. Limitations on Use of Data.

If the Data and analyses generated by Contractor contain personal information about DSHS Participants, then all reports utilizing these Data shall be subject to review and approval by the DSHS ORIA Program Manager prior to publication in any medium or presentation in any forum.

- f. Security of Data.
 - (1) Data Protection. The Contractor shall exercise due care to protect Data from unauthorized physical and electronic access in accordance to Exhibit A. Due care includes establishing and maintaining security policies, standards, and procedures which detail:
 - (a) Access security, identification, and authentication.
 - (b) Network and workstation security.
 - (c) Premise security; and
 - (d) Sanctions for unauthorized use or disclosure of Data.
 - (2) Data Disposition.
 - (a) The Data provided will remain the property of DSHS and will be promptly destroyed by the Contractor, or returned to DSHS, upon DSHS request or when the work for which the Data

Special Terms and Conditions

was required, as fully described herein, is completed. This includes removal of the Data from hard drives upon which the Data may have been stored, in a way that prevents the Data from being retrieved (such as by using a "wipe" utility). Refer to Exhibit A for additional details on data disposition.

- g. Confidentiality and Nondisclosure.
 - (1) The Contractor may use Personal Information and other information, or Data gained by reason of this Contract only for the purposes of this Contract.
 - (2) The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains.
 - (a) The Contractor shall use a Release of Information form and file the signed release forms in each participant's file.
 - (b) The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract. Further, the Contractor shall not link the Data with Personal Information or individually identifiable data from any other source nor redisclose or duplicate the Data unless specifically authorized to do so in this Contract or by the prior written consent of DSHS ORIA Program Manager.
- h. Portable Devices or Media.
 - (1) The use of portable devices or portable media is subject to requirements of Exhibit A, Data Security Requirements.
- i. Breach or Potential Compromise of DSHS Information.
 - (1) As provided in Exhibit A of this Agreement, the compromise or potential compromise of Confidential Information must be reported to the DSHS contact on page one (1) of this agreement within one (1) business day of discovery. The notifying party shall take immediate action to mitigate the risk of loss and comply with any notification or other requirements imposed by law. The Contractor shall report any lost or stolen portable devices or media to the DSHS contact within one (1) calendar day of discovery.

14. Dispute Resolution.

Either party may submit a request for resolution of a contract dispute (rates set by law, regulation, or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and Contract number, and be mailed to the address listed below within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue in dispute.

DSHS/ESA/Community Services Division Attn: Contracts Administrator P.O. Box 45470 Olympia, WA 98504-5470

15. Fraud Reporting.

The Contractor shall report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906 or on-DSHS Central Contract Services 6017CF County Program Agreement (10-31-2017) Page 9 line at https://fortress.wa.gov/dshs/fitt/ .

16. Record Keeping.

The Contractor shall maintain Participant records and shall make the Participant files available to DSHS ORIA Program Manager for monitoring purposes, data reconciliation and other requests from DSHS ORIA Program Manager and/or DOH Refugee Health Program.

17. Sub-Contractor.

The Contractor must request and receive approval from DSHS in order to sub-contract any services outlined in this Contract.

Exhibit A – Data Security Requirements

- **1. Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (https://www.irs.gov/pub/irs-pdf/p1075.pdf); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
 - h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

- i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- o. "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. Authority. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
- 3. Administrative Controls. The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and

which defines sanctions that may be applied to Contractor staff for violating that policy.

- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
- 4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
 - a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
 - f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
 - g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
 - h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

- (1) Ensuring mitigations applied to the system don't allow end-user modification.
- (2) Not allowing the use of dial-up connections.
- (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
- (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
- (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
- (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.
- **5. Protection of Data**. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives**. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks**. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other

authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents**. Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. Remote Access. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. Data storage on portable devices or media.

- (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

- (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
- (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.
- (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. **Cloud storage**. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
 - (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
 - (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
 - (b) The Cloud storage solution used is FedRAMP certified.
- (3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.
- **6. System Protection**. To prevent compromise of systems which contain DSHS Data or through which that Data passes:
 - a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
 - b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
 - c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
 - d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.
- 8. Data Disposition. When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	character data, or
	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or
	Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the
	readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 9. Notification of Compromise or Potential Compromise. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- **10. Data shared with Subcontractors**. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Exhibit B – Statement of Work (SOW) REFUGEE MEDICAL SCREENING STATEMENT OF WORK

1. PURPOSE

The purpose of this Contract is to provide the domestic medical screening exam for newly arrived refugees and ORR-eligible populations within 90 days of ORR eligibility date. Allowable services must be aligned with the intent and purpose of the ORR Refugee Medical Screening Program, outlined in State Letter (SL) 12-09. Services includes the screening exam, appointment coordination, outreach, access and follow-up to health assessment services with primary care, community health clinics, or specialty care.

2. REFERENCE

The following information is available for the Contractor's use and incorporated by reference under this Contract.

- a. The <u>Washington State Domestic Medical Examination Guidelines</u> which provide guidance around screening for eligible participants. The Washington State Domestic Medical Examination Guidelines are based on the Centers for Disease Control and Prevention's (CDC) Guidance for the U.S. Domestic Medical Examination for Newly Arriving Refugees, the Office of Refugee Resettlement (ORR) Domestic Medical Screening Guidelines Checklist, and WA Department of Health subject matter experts' recommendations. The domestic medical examination is an opportunity to identify health issues, promote well-being, orient new arrivals to the US healthcare system, and connect refugees and other humanitarian entrants with ongoing care. This document provides guidance for clinicians contracted to provide the domestic medical examination in Washington state. Activities outlined in this document are covered under this Contract, unless covered by Medicaid.
- b. DSHS will provide the final approved budget for the Contractor to fulfill the statement of work outlined in this Contract.

3. **REFUGEE PARTICIPANT ELIGIBILITY**

The Contractor shall provide refugee medical screening services to participants who meet the following specific criteria:

- a. **Immigration Status.** Persons have entered the United States and have status as a refugee, Cuban-Haitian entrant, Special Immigrant Visa holders, eligible Ukrainian Humanitarian Parolees or people granted asylum. Eligibility also includes certain Amerasians from Vietnam who are admitted to the U.S. as immigrants, victims of trafficking, who receive certified or eligibility letters from the Office of Refugee Resettlement, or Participants eligible for ORR-funded programs and services.
- b. **Eligibility Date.** Medical screening must be completed within 90-days of eligibility date and no longer than beyond 12 months of the participant's ORR eligibility date. Any eligible Participants requesting a medical screening exam beyond 12 months of ORR eligibility date shall be referred directly to primary care in lieu of a medical screening exam.
- c. **Documentation.** Have an I-94 or other verifiable documentation indicating refugee or eligible status.
- d. **Secondary Arrival.** Secondary arrivals who did not complete the health screening process in another state and resettle in the Contractor's service area within 90 days of their arrival to the

United States.

4. CONTRACTOR OBLIGATIONS and KEY ACTIVITIES

Per the ORR <u>State Letter 13-10</u> and Washington State Domestic Medical Examination Guidelines (incorporated by reference), all medical screening activities billable to Medicaid shall be billed to Medicaid. If services billed to Medicaid are denied, payment shall be made by DSHS. The Contractor must obtain documentation or proof of Medicaid denial.

The Contractor shall directly provide or subcontract with a DSHS approved subcontractor for the following services.

a. **Coordination:** Coordinate with Resettlement Agencies (RA), private sponsor groups, or other approved community partners serving the Contractor's service area, to provide the domestic medical screening exam.

This includes:

- (1) Information and education to RAs and/or referral agency, partner staff and newly arrived refugees about health screening and adjustment of status.
- (2) In accordance with Health Insurance Portability and Accountability Act (HIPAA) regulations, assure that RA and partner staff are informed of any needed information that will assist the refugee in their resettlement process in relation to the health screening; and,
- (3) Assure that priority is given to referrals for newly arriving refugees who have a Class A or B medical condition.

The following are specific outcomes from coordination services:

- (4) Schedule and complete a domestic medical exam (health screening) appointment within 90 days of the ORR eligibility date in coordination with the refugee or RA/partner case manager.
 - (a) Exception to Policy: Any domestic health screening exams scheduled or completed beyond 90-days of ORR eligibility requires a request for exception to policy from the Contractor. To submit a request for exception to policy, the Contractor shall submit a Post-90 Day Exception to Policy form to DSHS ORIA Program Manager. DSHS ORIA Program Manager shall approve the request prior to the Contractor providing medical screening to the Participant.
- (5) Connection to refugee's primary care provider regarding necessary follow-up in a timely manner in coordination with refugee or RA/partner case manager.
- b. **Eligibility Determination.** Determine and verify the eligibility of Participants receiving a domestic medical screening exam based on the requirements outlined in Exhibit B, Section 3. Refugee Participant Eligibility.
- c. Physical (or Clinical) Screening. Perform a domestic medical exam by a licensed medical provider (Clinician, Nurse Practitioner, Nurse with Physician support) based on the Washington State Domestic Screening Guidelines Checklist, including physical exam, laboratory tests, diagnostic tests and immunizations. Screening activities must be completed within the first 90 days of Participant's date of ORR eligibility.
- d. **Interpreter Services.** Coordinate all necessary interpreter services needed to provide services outlined in this Contract. To qualify for reimbursement, interpreters used must be tested and

certified/qualified through a medical interpreter agency approved by DSHS ORIA Program Manager.

- e. **Civil Surgeon Certification.** The Contractor should maintain "Civil Surgeon" status through the United States Citizenship and Immigration Services (USCIS). Civil surgeon screening exams (I-693) are not a covered service under this Contract; however the Contractor may provide an immunization record to the Participant upon request to indicate immunizations are completed.
- f. **Follow-up and Referral.** The Contractor shall follow-up with Participants, as needed, to assure access to on-going medical care. This includes making initial referrals to community medical, dental and/or behavioral health professionals as indicated from the domestic medical exam.
- g. **Partner Meetings.** Identify key and back-up contacts designated to attend and represent the Contractor with program updates at relevant refugee meetings and trainings, including but not limited to:
 - (1) Quarterly WA Health Coalition Meetings.
 - (2) Quarterly Local Refugee Community Consultation Meetings.
 - (3) RMS Provider Meetings and Trainings.
 - (4) DOH Annual Screening Meetings; and,
 - (5) Other meetings as requested by DOH Refugee Health Program or DSHS ORIA.

5. STAFFING AND ADMINISTRATIVE REQUIREMENTS

The Contractor must:

- a. Provide staffing as indicated in the Contractor's budget (incorporated by reference). Staffing includes a licensed medical provider (Clinician, Nurse Practitioner, Nurse with Physician support) whom shall conduct the medical screening exam. Services shall be provided to meet the DOH Screening Guidelines and activities outlined in this Contract. The use of interpreters is covered in this Contract and shall be invoiced in accordance to terms outlined in Considerations;
- b. Ensure all employees and volunteers who have access to confidential Participant information sign a DSHS Agreement on Nondisclosure of Confidential Information form <u>03-374D</u>.
- c. Ensure all participants understand, review and sign a service DSHS Consent Form 14-012, English and 51 additional languages can be found at https://www.dshs.wa.gov/fsa/forms?field_number_value=14-012&title=&=Apply.

If a Release of Information form is signed in place of the DSHS Consent Form, then DSHS must first review and approve the Release of Information form to ensure the appropriate terms regarding authorization of DSHS to share information back to the Contractor is included. If an interpreter or translator is used to explain the form to the participant, the interpreter and/or translator must sign and date in the "Agency Contact/Witness" box and provide telephone contact information.

d. Ensure activities and services do not duplicate or supplant services provided by the Contractor through other funding sources. Any services billable to Medicaid must be billed accordingly prior to being billed to this Contract.

6. CASE FILE DOCUMENTATION

- a. The Contractor shall maintain a filing system that meets HIPAA and the data security requirements in Exhibit A. Data Security. The filing system must be organized and easily assessable for the purpose of desk audits, onsite monitoring, data reconciliation for reporting and evaluation activities under this Contract.
- b. Program services and activities that require backup and/or support documentation include but is not limited to the following:
 - (1) A legible copy of the participant's Permanent Resident Card (I-551, I-94 (arrival document) or other USCIS documentation verifying current immigration status and date of arrival to the U.S.
 - (2) DSHS approved Release of Information Form or DSHS Consent Form 14-012 in participant's native language signed by the participant and Contractor as referenced in Section 3.
 - (3) A copy of the participant's Refugee Medical Screening Form.
 - (4) Back-up documentation and materials supporting coordination, interpreting, Medicaid denials and connection to primary care.
 - (5) Other documents relevant to a Participant's domestic medical exam.

7. REPORTING

- a. The Contractor shall submit:
 - (1) A completed Refugee Medical Screening form to DOH for each ORR-eligible client screened. Forms may be submitted in accordance with clinic data modernization plans and no later than 30 days from screening completion via direct data entry by clinic staff into RedCap or submission of a monthly, client-level Electronic Medical Record System Extract in Microsoft Excel or CSV (comma separated value) file via MFT or secure email.
 - (2) A completed Monthly Participant Billing Datasheet to be submitted to the DSHS ORIA Program Manager with request for payment. The format of the Datasheet will be provided by the DSHS ORIA Program Manager. Forms may be submitted via MFT or secure email. Participant details include, but not limited to:
 - (a) Alien Number
 - (b) First, middle, and last name
 - (c) Date of birth
 - (d) Country of Origin
 - (e) Gender
 - (f) Visa Type
 - (g) ORR Eligibility Date
 - (h) Date of services (MS1 and MS2, if applicable)
 - (i) MS Date of Completion

- (j) Type of service
- (k) Any other Participant details requested by DSHS ORIA.

EXHIBIT C – PROGRAM OUTCOMES AND CONSIDERATIONS

Refugee Medical Screening

1. Program Outcomes

a. Staffing and Training.

- (1) Maintain a refugee medical screening team to provide the activities and produce outcomes outlined in Exhibit B, Statement of Work. The Contract shall only cover costs for positions submitted within the approved budget (incorporate by reference). In the case the Contractor decides to expand staffing outside of positions outlined in the budget, the Contractor shall consult with the DSHS ORIA Program Manager and DOH WA State Refugee Health Coordinator.
- (2) Participate in training related to the domestic medical screening exam. Training may include virtual webinars and videos, in-person visitation to an existing domestic medical screening site, independent learning and other opportunities provided by DSHS ORIA and DOH.

b. Domestic Medical Screening.

- (1) Develop and implement a protocol and/or standing orders outlining the roles, responsibilities and logistics for a domestic medical exam. The protocol/standing orders should fulfill all portions of the DOH screening guidelines (incorporated by reference) recommended by the CDC.
- (2) Coordinate with resettlement organization, sponsors and/or community partners to schedule and complete domestic medical exam screening within 90-days of ORR-eligibility. Any domestic health screening exams scheduled or completed beyond 90-days of ORR eligibility requires a request for exception to policy from the Contractor and approval from DSHS ORIA.
- (3) Connection to refugee's primary care provider regarding necessary follow-up in a timely manner in coordination with refugee or RA/partner case manager.
- (4) Completion or all Case File Documentation and Reporting activities within timelines, as outlined in Exhibit B, Statement of Work.

c. Partner Engagement and Coordination

(1) Attendance and participation in local, regional and statewide coordination meetings focused on domestic medical screening and refugee health. Includes strategic planning meetings in partnership with DOH and DSHS ORIA, which shall include, at minimum, all refugee medical screening clinics and refugee resettlement organizations within the geographical area of discussion. Also includes attending relevant local, regional and statewide meetings and conferences related to the services in this Contract.

2. Considerations

a. Total Contract Consideration

Special Terms and Conditions

The Contractor shall receive direct cost-reimbursement payments up to **\$414,100.50** for satisfactory performance of the work under this Contract, outlined in the Special Terms and Conditions, Exhibit B, Statement of Work and Exhibit C, Section 1. Program Outcomes. The Contract shall receive payment based the approved budget (incorporated by reference) by the following payment points:

Payment Point	Category	Maximum
Payment Point 1	Direct actual costs for all activities related to providing the direct participant services. Direct actual costs includes Personnel Salaries and Benefits.	Maximum of \$368,955.00
Payment Point 2	Indirect costs for clinic operation for actual time spent providing services and outcomes. Indirect costs includes Indirect (as approved by the DSHS ORIA Program Manager) and Operations (costs associated with overhead, supplies, etc.)	Maximum of \$37,645.50
Payment Point 3	Interpreter services includes public health short- term employees plus external agency interpreters in-person, remotely (via phone and video), and other language access needs. Supporting documentation (actual cost with receipt(s)) must accompany invoice submission.	Maximum of \$5,000.00
Payment Point 5	Training includes reimbursement of actual cost for staff training. Supporting documentation must accompany invoice submission.	Maximum of \$2500.00

Future increases or decreases to the Contract Maximum Amount will be based on the Contractor's ability to meet the Contractor's Performance Outcome Goals.

Special Terms and Conditions

Exhibit D – Federal Award Details

Refugee Medical Screening

The Contractor shall comply with all program and other requirements for providing services under this contract, as set forth below.

1. Acknowledgement of Federal Funding

Total Amount of Federal Funds Obligated by this Action: \$414,100.50

Amount of Federal Funds Obligated by DSHS, including the current financial obligation: \$4,065,943.71

Total Amount of the Federal Awards committed by DSHS: \$45,988,758.00

Refugee Medical Screening
Contractor Name: Snohomish County
Subrecipient Unique ID: V844N558KSY3
Federal Award Date: 10/01/2024
Federal Award Period: 10/01/2024 thru 09/30/25
Federal Award Identification Number (FAIN): 2501WARCMA
Awarding Official: Department of Health and Human Services – Office of Refugee Resettlement
Funding Type: RCMA
Assistance Listing Number (ALN) – formerly CFDA number: 93.566 Refugee and Entrant Assistance State Administered Program

- 2. This subaward may not be used for research and development purposes.
- 3. In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided.