

What: Finance Committee Meeting
 Date & Time: Thursday, April 6, 2023; 11:00-12:00 p.m. (PT)
 Location: Webinar/Teleconference
 Zoom Link: To register for the meeting, please review the [Public Comment Protocol](#) then email wvameetings@wavaccine.org at least two business days in advance of the meeting.

Notice: Meeting may be recorded for the benefit of the minute-taker. The WVA intends to delete the recording after the minutes of the meeting are approved.

Approx. Time	Pg.		Topic / Anticipated Action	Presented by:
11:00-11:05 a.m.			1. Welcome & Introductions a. Notification of Recording	R. Parker
11:05-11:10 a.m.	Pg. 3-4	*	2. Action Items a. Finance Committee Minutes, March 2, 2023	R. Parker
11:10-11:25 a.m.	Pg. 5-21	*	3. Financial Update a. Morgan Stanley Update b. FYTD February 2023 Unaudited Financial Statements c. Cash Position	J. Zell / P. Miller / L. Walker / P. Sidwell
11:25-11:45 a.m.	Sent Separately		4. FY24 Administrative Budget and Assessment Grid a. Assumptions Discussion b. Reserves Discussion c. Budget Review	J. Zell / P. Miller / L. Walker
11:45-11:50 a.m.	Pg. 22-36	*	5. Annual Auditor Selection a. Vote to Approve CLA as Auditor	J. Zell
11:50-11:55 a.m.			6. Other Matters from Committee Members	Any
12:00 p.m.			7. Closing	R. Parker

* Indicates agenda item attached

**Washington Vaccine Association
Finance Committee Meeting
March 2, 2023; 11:00 a.m.-12:00 p.m. (PT)**

I. Attendance. This meeting was conducted solely by webinar. Participating in all or part of the meeting were the following individuals:

<u>Directors</u>	<u>Helms & Company, Inc.</u>
Randy Parker, Northwest Carpenters Trusts, Chair	Patrick Miller, MPH, WVA Administrative
Jason Farber, Davis Wright Tremaine LLP	Director
John Sobeck, MD, Regence and Asuris	Ashley Ithal, MPH, WVA Program Support
<u>WVA</u>	Leslie Walker, CPA, Mason+Rich, PA
Julia Walter Zell, MA., Esq., Executive Director	

II. Summary of Actions Taken

Actions Taken

- i. To approve the minutes of the September 22, 2022 Finance Committee meeting.

III. Minutes

Welcome and Introductions

Mr. Parker called the meeting to order at 11:03 a.m. Ms. Zell announced that the meeting would be recorded for the benefit of the minute taker, to be deleted once the minutes are approved.

Calendar Consent Items

Mr. Parker directed the Committee's attention to the draft minutes submitted for approval. There being no questions or comments, Mr. Parker asked for a motion to approve the minutes. Upon motion duly made and seconded, it was unanimously

VOTED: To approve the minutes of the September 22, 2022 Finance Committee minutes.

IV. Financial Update

FYTD January 2023 Unaudited Financial Statements

Mr. Miller briefly reviewed the January 2023 statements, noting that February financials have not yet closed. He reported that the WVA's cash reserves are \$3 million under projections for the YTD, however, there are ample reserves for vaccine funding activities. Mr. Miller speculated that the \$3M difference is the result of changes in the fund source split, reduced immunization activity, the level funding of the Vaccine Assessment Grid (Grid) over the past three years. The WVA will receive a final projection packet from the WA Department of Health (DOH) on April 1, 2023 to assist with the upcoming fiscal year projections.

FY2024 Administrative Budget and Vaccine Assessment Grid

Mr. Miller reviewed the timeline for the WVA FY2024 Budget and Grid development processes which culminate at the end of April in the approval of the 2023-24 Grid. Mr. Miller displayed the most recent draft of the administrative budget and reviewed line items with variation of +/- 10%. Ms. Zell highlighted some of the reporting format differences and noted some of the categorical changes over prior years. Mr. Miller then summarized budget assumptions and accounted for the expected 6% total increase. An updated budget will be presented to this Committee and the Board of Directors at their respective April meetings. The current Grid modeling proposes that the Grid amounts will increase in FY2024 and then remain level through FY2026. This will achieve the Board's stated goal of increasing cash reserves. Finally, Mr. Miller noted that multi-year grid stability will allow for stronger compliance efforts.

Mr. Miller reported that two new vaccines were added to the Grid in January 2023—Priorix (MMR) and Vaxneuvance (PCV15), and that a new NDC code for Rotarix will be added to the Grid effective March 1 per DOH notification received today. The WVA team is working on the required communications to payers and providers about this Grid update and expects to have those communications distributed by Monday, March 6th. Mr. Miller also shared information about the planned transition to COVID vaccine commercialization and the impact to the WVA. The Centers for Disease Control and Prevention (CDC) have estimated commercialization by September 2023, however, there are few details at this time.

Ms. Zell reported that the DOH submitted to the CDC last week the flu vaccine pre-purchase and booking information, which included reductions over last year due to Kaiser Permanente's updated private purchase strategy. Further discussion followed regarding private payer flu data that was given to the WVA for analysis. After reviewing the data, it appears that in prior years the WVA funded more vaccines than were administered. Mr. Miller and the Committee speculated as to the reasons for the discrepancy, and cited the fund source split allocation as the most likely cause.

Annual Auditor Engagement

Ms. Zell stated that she anticipates retaining Clifton, Larson, and Allen for the FY2023 audit. She noted a significant change in the engagement letter, a proposed master services agreement, and an accompanying statement of work. Due to changes in the agreement format, language, and terms, Ms. Zell asked WVA Outside Counsel Ms. Redman to review the documents on behalf of the WVA. It is expected that the revised documents will be presented to the Finance Committee in April.

V. Closing

With no further business before the Committee, Mr. Parker concluded the meeting at 11:51 a.m.

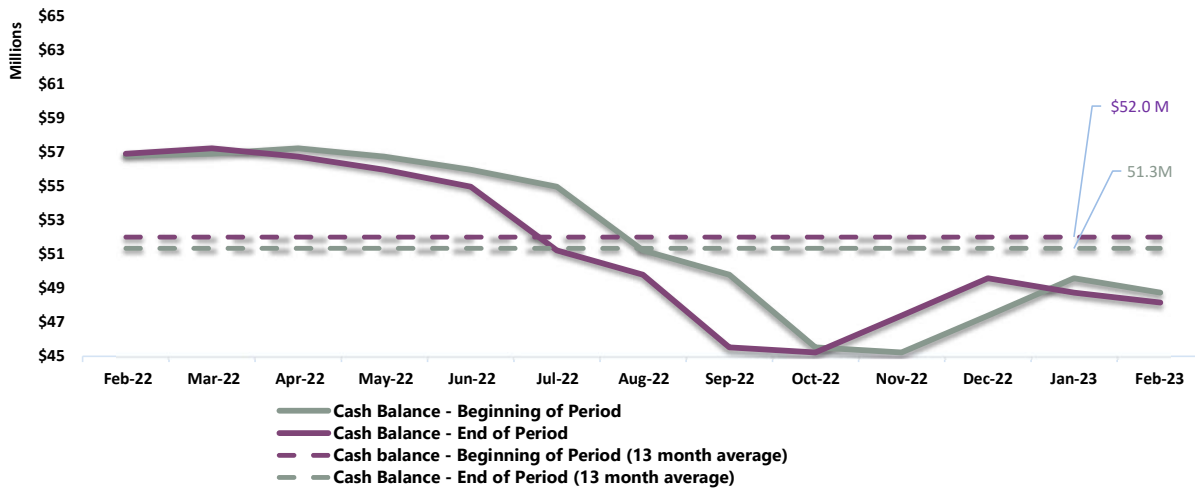
WASHINGTON VACCINE ASSOCIATION
UNAUDITED FINANCIAL STATEMENTS
FOR THE EIGHT MONTHS ENDED

February 28, 2023

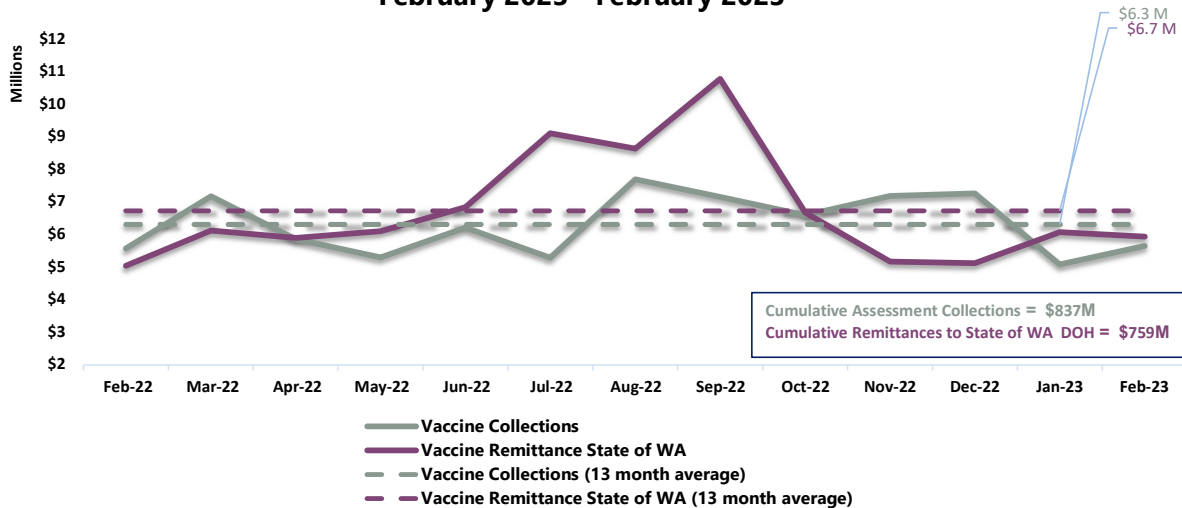
With Supplemental Informational Reporting

Prepared by
Helms & Company, Inc., Administrator

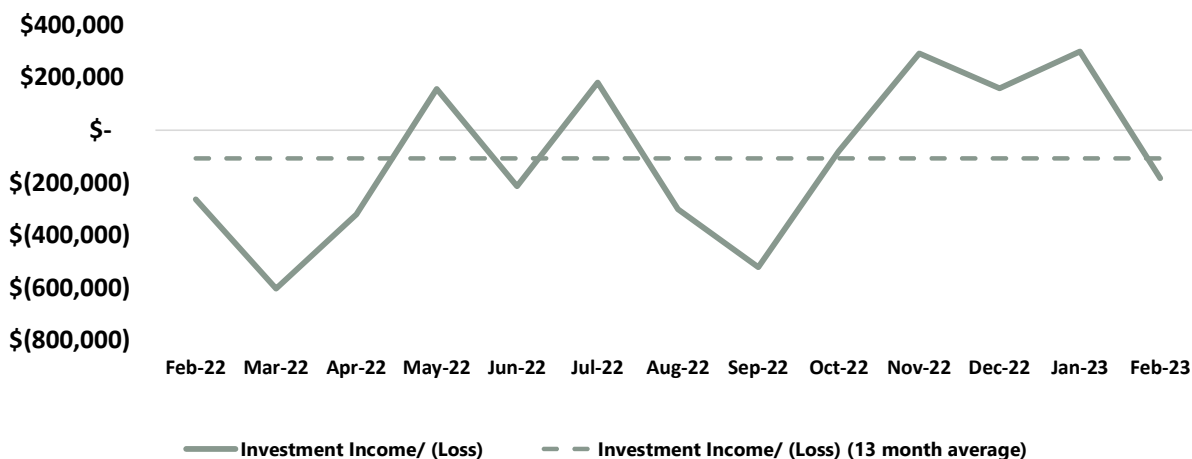
Cash Balances Beginning and End of Period February 2022 - February 2023



Total Vaccine Collections and Vaccine Remittances to State of WA February 2023 - February 2023



Investment Income / (Loss) February 2022 - February 2023



Washington Vaccine Association
Statement of Cash Flows
For the Periods Ended

	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AQ	AQ	AQ	AQ	AQ
	Month 2/28/2022	Month 3/31/2022	Month 4/30/2022	Month 5/31/2022	Month 6/30/2022	Month 7/31/2022	Month 8/31/2022	Month 9/30/2022	Month 10/31/2022	Month 11/30/2022	Month 12/31/2022	Month 1/31/2023	Month 2/28/2023	13 Month Average
1 Cash balance - beginning	\$ 56,794,955	\$ 56,901,662	\$ 57,228,006	\$ 56,731,278	\$ 55,963,525	\$ 54,966,739	\$ 51,225,722	\$ 49,802,160	\$ 45,521,419	\$ 45,226,880	\$ 47,391,252	\$ 49,581,422	\$ 48,745,241	52,006,173.92
Inflows:														
2 Vaccine collections	5,567,703	7,165,492	5,855,575	5,295,645	6,203,839	5,293,104	7,684,870	7,154,302	6,593,300	7,182,396	7,262,565	5,077,451	5,644,933	6,306,244.21
3 Interest income - payers														-
4 Investment income/ (loss)	(263,415)	(603,741)	(319,989)	156,297	(213,108)	181,120	(300,938)	(522,104)	(80,250)	292,475	159,984	299,489	(182,504)	(107,437.23)
5 Total inflows	5,304,288	6,561,751	5,535,586	5,451,942	5,990,731	5,474,224	7,383,932	6,632,198	6,513,050	7,474,871	7,422,549	5,376,940	5,462,429	\$ 6,198,807
Outflows:														
Program														
6 Vaccine remittance State of WA	(5,037,313)	(6,117,841)	(5,891,576)	(6,102,649)	(6,839,636)	(9,100,501)	(8,625,865)	(10,771,706)	(6,666,286)	(5,171,147)	(5,116,478)	(6,069,523)	(5,932,158)	(6,726,359.91)
Administration														
7 Direct Processing Costs	(71,898)	(71,381)	(74,821)	(74,116)	(79,377)	(84,627)	(87,483)	(83,479)	(88,260)	(100,373)	(73,539)	(95,734)	(87,212)	(82,484.52)
8 Executive Director Costs and Support Fees	(70,227)	(23,646)	(20,142)	(22,606)	(22,335)	(21,938)	(22,007)	(24,988)	(28,476)	(24,102)	(28,179)	(22,890)	(20,416)	(28,619.37)
9 Provider and Payer Education and Outreach	-	-	-	-	-	-	-	-	-	(7,279)	(597)	(40)	(4,868)	(983.35)
10 Administrative Costs	(12,893)	(10,489)	(32,125)	(11,475)	(15,318)	(4,575)	(63,139)	(29,166)	(20,967)	(3,998)	(9,986)	(21,334)	(1,133)	(18,199.85)
11 Other Discretionary Expenditures	(5,250)	(12,050)	(13,650)	(8,850)	(30,850)	(3,600)	(9,000)	(3,600)	(3,600)	(3,600)	(3,601)	(3,600)	(3,780)	(8,079.31)
12 Total Administration	(160,268)	(117,566)	(140,738)	(117,047)	(147,880)	(114,740)	(181,629)	(141,233)	(141,303)	(139,352)	(115,901)	(143,598)	(117,409)	(138,366)
13 Net all other outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14 Total outflows	(5,197,581)	(6,235,407)	(6,032,314)	(6,219,696)	(6,987,516)	(9,215,241)	(8,807,494)	(10,912,939)	(6,807,589)	(5,310,499)	(5,232,379)	(6,213,121)	(6,049,567)	(6,864,726.32)
15 Net Cash Incr (decr) for period	106,707	326,344	(496,728)	(767,754)	(996,785)	(3,741,017)	(1,423,562)	(4,280,741)	(294,539)	2,164,372	2,190,170	(836,181)	(587,138)	(665,919)
16 Cash balance - end of period	\$ 56,901,662	\$ 57,228,006	\$ 56,731,278	\$ 55,963,525	\$ 54,966,739	\$ 51,225,722	\$ 49,802,160	\$ 45,521,419	\$ 45,226,880	\$ 47,391,252	\$ 49,581,422	\$ 48,745,241	\$ 48,158,103	\$ 51,340,255

Note: Cash balance includes amounts in KeyBank and Morgan Stanley

Washington Vaccine Association
Statement of Financial Position
As of February 28, 2023

ASSETS

1	Current Assets		
2	Cash and Cash Equivalents	\$	334,307
3	Accounts Receivable		-
4	Investments		47,823,796
5	Members Estimated Collectible Assessments		5,599,095
6	Prepaid Vaccine		5,885,342
7	Prepaid Administrative Services		-
8	Total Current Assets		<u>59,642,540</u>
9	Total Assets	\$	<u><u>59,642,540</u></u>

LIABILITIES AND NET ASSETS

10	Current Liabilities		
11	Accounts Payable	\$	97,491
12	Other Accruals		88,494
13	Total Current Liabilities		<u>185,984</u>
14	Assessments Collected in Excess of Vaccine Funding and Administrative Activities		<u>59,456,556</u>
15	Total Liabilities		<u>59,642,540</u>
16	Total Liabilities and Net Assets	\$	<u><u>59,642,540</u></u>

Washington Vaccine Association
Statement of Activities and Changes in Net Assets

		A	B	C	D	E	F
		For Eight Months Ended February 28, 2023			For Eight Months Ended February 28, 2022		
		Administrative	Vaccine	Total	Administrative	Vaccine	Total
		Revenues / Vaccine Expenses					
1	Assessment Activity:						
2	Assessments	\$ (5,121,413)	\$ 57,098,674	\$ 51,977,261	\$ (4,565,840)	\$ 56,828,128	\$ 52,262,288
3	Recoveries	351,325	-	351,325	212,753	-	212,753
4	Estimated Over (Under) Collections	-	-	-	-	-	-
5	Refunds	(244,229)	-	(244,229)	(260,212)	-	(260,212)
6	Estimated 2% Waste	(338,522)	-	(338,522)	(935,724)	-	(935,724)
7	Estimated Price Variance and 3% Denial	(207,593)	-	(207,593)	(135,420)	-	(135,420)
8	DOH Replenishment	-	(55,982,455)	(55,982,455)	-	(50,229,371)	(50,229,371)
9	Adjustment to Correct Inventory	-	-	-	-	-	-
10	DOH Cost Recovery Admin Charge	(664,130)	-	(664,130)	(574,745)	-	(574,745)
11	Interest Income on Assessments	-	-	-	-	-	-
12	Net Assessment Activity	(6,224,561)	1,116,219	(5,108,343)	(6,259,188)	6,598,757	339,569
13	Investment Activity:						
14	Interest and Dividend Income - Morgan Stanley	695,735	-	695,735	713,672	-	713,672
15	Realized Gain/(Loss) on Investments - Morgan Stanley	(2,118)	-	(2,118)	13,312	-	13,312
16	Unrealized Gain/(Loss) on Investments - Morgan Stanley	(833,852)	-	(833,852)	(1,545,784)	-	(1,545,784)
17	Investment Management Expenses	(81,165)	-	(81,165)	(93,313)	-	(93,313)
18	Interest Income - KeyBank	68,670	-	68,670	1,639	-	1,639
19	Net Investment Activity	(152,730)	-	(152,730)	(910,474)	-	(910,474)
20	Net Revenues	(6,377,291)	1,116,219	(5,261,072)	(7,169,662)	6,598,757	(570,905)

**Washington Vaccine Association
Statement of Activities and Changes in Net Assets**

	A	B	C	D	E	F
	For Eight Months Ended February 28, 2023			For Eight Months Ended February 28, 2022		
	Administrative	Vaccine Other Expenses	Total	Administrative	Vaccine	Total
21 Administrative Expenses:						
22 Direct Processing Costs						
23 Administrator (Helms & Company, Inc.)	530,956	-	530,956	553,456	-	553,456
24 EDI /ACH Clearinghouse Maintenance (Helms & Con	56,790	-	56,790	49,566	-	49,566
25 Clearinghouse Intake Processing (Avality, Zelis, Etc.)	41,072	-	41,072	19,106	-	19,106
26 Lockbox and Bank Fees	33,196	-	33,196	31,525	-	31,525
27 Recovery and Compliance (Helms & Company, Inc.)	42,000	-	42,000	42,000	-	42,000
28 Lockbox Intake (OrboGraph)	22,500	-	22,500	-	-	-
29 Total Direct Processing Costs	726,513	-	726,513	695,653	-	695,653
30 Executive Director Costs and Related Support Fees						
31 Executive Director Salary	149,284	-	149,284	141,729	-	141,729
32 Payroll Taxes	8,004	-	8,004	9,640	-	9,640
33 Leased Employee per Check Fee	1,339	-	1,339	1,560	-	1,560
34 Executive Director Travel and Lodging, Education, an	31,451	-	31,451	4,020	-	4,020
35 Technology Support (Desktop and Telephony)	3,180	-	3,180	2,680	-	2,680
36 Total Executive Director Costs and Related Support Fees	193,258	-	193,258	159,629	-	159,629
37 Provider and Payer Education and Outreach						
38 Provider Education Materials, Development and Print	14,274	-	14,274	9,274	-	9,274
39 Postage	-	-	-	40	-	40
40 Website and Information Technology	-	-	-	4,025	-	4,025
41 Technical Consultants	275	-	275	1,674	-	1,674
42 Provider Office Training Sessions	1,547	-	1,547	715	-	715
43 Advertising and Sponsorships	-	-	-	-	-	-
44 Hospitality	1,187	-	1,187	300	-	300
45 Provider Services Rep	-	-	-	-	-	-
46 Leased Employee per Check Fee	-	-	-	-	-	-
47 Total Provider and Payer Education and Outreach	17,283	-	17,283	16,028	-	16,028
48 Administrative Costs						
49 Legal Counsel	27,043	-	27,043	66,341	-	66,341
50 Audit Fees	23,580	-	23,580	15,540	-	15,540
51 Government Relations, Including Travel, Meals, and	-	-	-	-	-	-
52 Registered Agent Fee	-	-	-	-	-	-
53 Bank Fees	-	-	-	-	-	-
54 Office Supplies and Equipment	6,120	-	6,120	1,181	-	1,181
55 Rent, ELM and Storage Facility	-	-	-	-	-	-
56 Other Admin Support Provided by Lessor	-	-	-	-	-	-

Unaudited - For Management Purposes - See Attached Notes
Prepared by Helms And Company, Inc.

Washington Vaccine Association
Statement of Activities and Changes in Net Assets

		A	B	C	D	E	F
		For Eight Months Ended February 28, 2023			For Eight Months Ended February 28, 2022		
		Administrative	Vaccine	Total	Administrative	Vaccine	Total
57	Board Retreat and Meetings	-	-	-	-	-	-
58	Insurance						
59	Cyber Liability	19,625	-	19,625	13,355	-	13,355
60	Directors and Officers	52,058	-	52,058	47,785	-	47,785
61	General Liability	1,639	-	1,639	1,390	-	1,390
62	Insurance - Other	-	-	-	-	-	-
63	Legal - Special Projects and L	-	-	-	-	-	-
64	Total Administrative Costs	130,066	-	130,066	145,593	-	145,593
65	Other Discretionary Expenditures						
66	Executive Director and Other Contractor Bonus	-	-	-	27,316	-	27,316
67	Human Resources and Governance	34,381	-	34,381	-	-	-
68	Total Other Discretionary Expenditures	34,381	-	34,381	27,316	-	27,316
69	Total Administrative Expenses	1,101,501	-	1,101,501	1,044,218	-	1,044,218
70	Total Change in Unrestricted Net Assets	\$ (7,478,792)	\$ 1,116,219	\$ (6,362,573)	\$ (8,213,881)	\$ 6,598,757	\$ (1,615,123)

**Washington Vaccine Association
Statement of Activities and Changes in Net Assets**

	A	B	C	D	E	F
	Month Ended February 28, 2023			Month Ended February 28, 2022		
	Administrative	Vaccine	Total	Administrative	Vaccine	Total
	Revenues / Vaccine Expenses					
1 Assessment Activity:						
2 Assessments	\$ (559,580)	\$ 6,365,410	\$ 5,805,830	\$ (309,893)	\$ 5,840,855	\$ 5,530,962
3 Recoveries	-	-	-	73,780	-	73,780
4 Estimated Over (Under) Collections	-	-	-	-	-	-
5 Refunds	(60,049)	-	(60,049)	(29,649)	-	(29,649)
6 Estimated 2% Waste	(17,519)	-	(17,519)	(4,074)	-	(4,074)
7 Estimated Price Variance and 3% Denial	(74,378)	-	(74,378)	(7,998)	-	(7,998)
8 DOH Replenishment	-	(5,717,436)	(5,717,436)	-	(7,801,857)	(7,801,857)
9 Adjustment to Correct Inventory	-	-	-	-	-	-
10 DOH Cost Recovery Admin Charge	(84,517)	-	(84,517)	(77,520)	-	(77,520)
11 Interest Income on Assessments	-	-	-	-	-	-
12 Net Assessment Activity	(796,042)	647,975	(148,068)	(355,354)	(1,961,003)	(2,316,357)
13 Investment Activity:						
14 Interest and Dividend Income - Morgan Stanley	115,511	-	115,511	77,113	-	77,113
15 Realized Gain/(Loss) on Investments - Morgan Stanley	-	-	-	1,254	-	1,254
16 Unrealized Gain/(Loss) on Investments - Morgan Stanley	(293,571)	-	(293,571)	(331,909)	-	(331,909)
17 Investment Management Expenses	(8,971)	-	(8,971)	(10,152)	-	(10,152)
18 Interest Income - KeyBank	4,527	-	4,527	279	-	279
19 Net Investment Activity	(182,504)	-	(182,504)	(263,415)	-	(263,415)
20 Net Revenues	(978,546)	647,975	(330,572)	(618,769)	(1,961,003)	(2,579,771)

Washington Vaccine Association
Statement of Activities and Changes in Net Assets

	A	B	C	D	E	F
	Month Ended February 28, 2023			Month Ended February 28, 2022		
	Administrative	Vaccine Other Expenses	Total	Administrative	Vaccine	Total
21 Administrative Expenses:						
22 Direct Processing Costs						
23 Administrator (Helms & Company, Inc.)	65,432	-	65,432	69,182	-	69,182
24 EDI /ACH Clearinghouse Maintenance (Helms & Company, Inc.)	4,027	-	4,027	4,642	-	4,642
25 Clearinghouse Intake Processing (Availity, Zelis, Etc.)	4,515	-	4,515	1,967	-	1,967
26 Lockbox and Bank Fees	4,238	-	4,238	3,629	-	3,629
27 Recovery and Compliance (Helms & Company, Inc.)	5,250	-	5,250	5,250	-	5,250
28 Lockbox Intake (OrboGraph)	3,750	-	3,750	-	-	-
29 Total Direct Processing Costs	87,212	-	87,212	84,671	-	84,671
30 Executive Director Costs and Related Support Fees						
31 Executive Director Salary	18,810	-	18,810	18,210	-	18,210
32 Payroll Taxes	1,655	-	1,655	1,579	-	1,579
33 Leased Employee per Check Fee	(384)	-	(384)	195	-	195
34 Executive Director Travel and Lodging, Education, and Other	-	-	-	1,342	-	1,342
35 Technology Support (Desktop and Telephony)	335	-	335	335	-	335
36 Total Executive Director Costs and Related Support Fees	20,416	-	20,416	21,662	-	21,662
37 Provider and Payer Education and Outreach						
38 Provider Education Materials, Development and Printing	2,397	-	2,397	-	-	-
39 Postage	-	-	-	-	-	-
40 Website and Information Technology	-	-	-	2,000	-	2,000
41 Technical Consultants	-	-	-	1,674	-	1,674
42 Provider Office Training Sessions	1,547	-	1,547	-	-	-
43 Advertising and Sponsorships	-	-	-	-	-	-
44 Hospitality	923	-	923	-	-	-
45 Provider Services Rep	-	-	-	-	-	-
46 Leased Employee per Check Fee	-	-	-	-	-	-
47 Total Provider and Payer Education and Outreach	4,868	-	4,868	3,674	-	3,674
48 Administrative Costs						
49 Legal Counsel	-	-	-	5,926	-	5,926
50 Audit Fees	-	-	-	-	-	-
51 Government Relations, Including Travel, Meals, and Consultants	-	-	-	-	-	-
52 Registered Agent Fee	-	-	-	-	-	-
53 Bank Fees	-	-	-	-	-	-
54 Office Supplies and Equipment	1,133	-	1,133	79	-	79
55 Rent, ELM and Storage Facility	-	-	-	-	-	-
56 Other Admin Support Provided by Lessor	-	-	-	-	-	-
57 Board Retreat and Meetings	-	-	-	-	-	-
58 Insurance	-	-	-	-	-	-
59 Cyber Liability	-	-	-	-	-	-

Washington Vaccine Association
Statement of Activities and Changes in Net Assets

		A	B	C	D	E	F
		Month Ended February 28, 2023			Month Ended February 28, 2022		
		Administrative	Vaccine	Total	Administrative	Vaccine	Total
60	Directors and Officers	-	-	-	-	-	-
61	General Liability	-	-	-	-	-	-
62	Insurance - Other	-	-	-	-	-	-
63	Legal - Special Projects and L	-	-	-	-	-	-
64	Total Administrative Costs	1,133	-	1,133	6,004	-	6,004
65	Other Discretionary Expenditures						
66	Executive Director and Other Contractor Bonus	-	-	-	-	-	-
67	Human Resources and Governance	3,780	-	3,780	-	-	-
68	Total Other Discretionary Expenditures	3,780	-	3,780	-	-	-
69	Total Administrative Expenses	117,409	-	117,409	116,011	-	116,011
70	Total Change in Unrestricted Net Assets	\$ (1,095,955)	\$ 647,975	\$ (447,981)	\$ (734,779)	\$ (1,961,003)	\$ (2,695,782)

Washington Vaccine Association
Statement of Activities and Changes in Net Assets

		A	B	C	D	E	F
		Month Ended February 28, 2023			For Eight Months Ended February 28, 2023		
		Administrative	Vaccine	Total	Administrative	Vaccine	Total
		Revenues / Vaccine Expenses					
1	Assessment Activity:						
2	Assessments	\$ (559,580)	\$ 6,365,410	\$ 5,805,830	\$ (5,121,413)	\$ 57,098,674	\$ 51,977,261
3	Recoveries	-	-	-	351,325	-	351,325
4	Estimated Over (Under) Collections	-	-	-	-	-	-
5	Refunds	(60,049)	-	(60,049)	(244,229)	-	(244,229)
6	Estimated 2% Waste	(17,519)	-	(17,519)	(338,522)	-	(338,522)
7	Estimated Price Variance and 3% Denial	(74,378)	-	(74,378)	(207,593)	-	(207,593)
8	DOH Replenishment	-	(5,717,436)	(5,717,436)	-	(55,982,455)	(55,982,455)
9	Adjustment to Correct Inventory	-	-	-	-	-	-
10	DOH Cost Recovery Admin Charge	(84,517)	-	(84,517)	(664,130)	-	(664,130)
11	Interest Income on Assessments	-	-	-	-	-	-
12	Net Assessment Activity	(796,042)	647,975	(148,068)	(6,224,561)	1,116,219	(5,108,343)
13	Investment Activity:						
14	Interest and Dividend Income - Morgan Stanley	115,511	-	115,511	695,735	-	695,735
15	Realized Gain/(Loss) on Investments - Morgan Stanley	-	-	-	(2,118)	-	(2,118)
16	Unrealized Gain/(Loss) on Investments - Morgan Stanley	(293,571)	-	(293,571)	(833,852)	-	(833,852)
17	Investment Management Expenses	(8,971)	-	(8,971)	(81,165)	-	(81,165)
18	Interest Income - KeyBank	4,527	-	4,527	68,670	-	68,670
19	Net Investment Activity	(182,504)	-	(182,504)	(152,730)	-	(152,730)
20	Net Revenues	(978,546)	647,975	(330,572)	(6,377,291)	1,116,219	(5,261,072)

Washington Vaccine Association
Statement of Activities and Changes in Net Assets

	A	B	C	D	E	F
	Month Ended February 28, 2023			For Eight Months Ended February 28, 2023		
	Administrative	Vaccine	Total	Administrative	Vaccine	Total
	Other Expenses					
21 Administrative Expenses:						
22 Direct Processing Costs						
23 Administrator (Helms & Company, Inc.)	65,432	-	65,432	530,956	-	530,956
24 EDI /ACH Clearinghouse Maintenance (Helms & Company, Inc.)	3,750	-	3,750	56,790	-	56,790
25 Clearinghouse Intake Processing (Avality, Zelis, Etc.)	4,515	-	4,515	41,072	-	41,072
26 Lockbox and Bank Fees	4,238	-	4,238	33,196	-	33,196
27 Recovery and Compliance (Helms & Company, Inc.)	5,250	-	5,250	42,000	-	42,000
28 Lockbox Intake (OrboGraph)	4,027	-	4,027	22,500	-	22,500
29 Total Direct Processing Costs	87,212	-	87,212	726,513	-	726,513
30 Executive Director Costs and Related Support Fees						
31 Executive Director Salary	18,810	-	18,810	149,284	-	149,284
32 Payroll Taxes	1,655	-	1,655	8,004	-	8,004
33 Leased Employee per Check Fee	(384)	-	(384)	1,339	-	1,339
34 Executive Director Travel and Lodging, Education, and Other	-	-	-	31,451	-	31,451
35 Technology Support (Desktop and Telephony)	335	-	335	3,180	-	3,180
36 Total Executive Director Costs and Related Support Fees	20,416	-	20,416	193,258	-	193,258
37 Provider and Payer Education and Outreach						
38 Provider Education Materials, Development and Printing	2,397	-	2,397	14,274	-	14,274
39 Postage	-	-	-	-	-	-
40 Website and Information Technology	-	-	-	-	-	-
41 Technical Consultants	-	-	-	275	-	275
42 Provider Office Training Sessions	1,547	-	1,547	1,547	-	1,547
43 Advertising and Sponsorships	-	-	-	-	-	-
44 Hospitality	-	-	-	-	-	-
45 Provider Services Rep	923	-	923	1,187	-	1,187
46 Leased Employee per Check Fee	-	-	-	-	-	-
47 Total Provider and Payer Education and Outreach	4,868	-	4,868	17,283	-	17,283
48 Administrative Costs						
49 Legal Counsel	-	-	-	27,043	-	27,043
50 Audit Fees	-	-	-	23,580	-	23,580
51 Government Relations, Including Travel, Meals, and Consultants	-	-	-	-	-	-
52 Registered Agent Fee	-	-	-	-	-	-
53 Bank Fees	-	-	-	-	-	-
54 Office Supplies and Equipment	1,133	-	1,133	6,120	-	6,120
55 Rent, ELM and Storage Facility	-	-	-	-	-	-
56 Other Admin Support Provided by Lessor	-	-	-	-	-	-
57 Board Retreat and Meetings	-	-	-	-	-	-
58 Insurance						
59 Cyber Liability	-	-	-	19,625	-	19,625
60 Directors and Officers	-	-	-	52,058	-	52,058
61 General Liability	-	-	-	1,639	-	1,639
62 Insurance - Other	-	-	-	-	-	-

Washington Vaccine Association
Statement of Activities and Changes in Net Assets

		A	B	C	D	E	F
		Month Ended February 28, 2023			For Eight Months Ended February 28, 2023		
		Administrative	Vaccine	Total	Administrative	Vaccine	Total
63	Legal - Special Projects and L	-	-	-	-	-	-
64	Total Administrative Costs	1,133	-	1,133	130,066	-	130,066
65	Other Discretionary Expenditures						
66	Executive Director and Other Contractor Bonus	-	-	-	-	-	-
67	Human Resources and Governance	3,780	-	3,780	34,381	-	34,381
68	Total Other Discretionary Expenditures	3,780	-	3,780	34,381	-	34,381
69	Total Administrative Expenses	117,409	-	117,409	1,101,501	-	1,101,501
70	Total Change in Unrestricted Net Assets	\$ (1,095,955)	\$ 647,975	\$ (447,981)	\$ (7,478,792)	\$ 1,116,219	\$ (6,362,573)

**Washington Vaccine Association
Administrative Budget Status
For Month of February 28, 2023**

	A Approved Budget	B Actual February 28, 2023	C Budget Variance
1 Direct Processing Costs			
2 Administrator (Helms & Company, Inc.)	65,432	65,432	-
3 EDI /ACH Clearinghouse Maintenance (Helms & Company, Inc.)	3,750	3,750	-
4 Clearinghouse Intake Processing (Avality, Zelis, Etc.)	3,000	4,515	(1,515)
5 Lockbox and Bank Fees	4,000	4,238	(238)
6 Recovery and Compliance (Helms & Company, Inc.)	5,250	5,250	-
7 Lockbox Intake (OrboGraph)	6,920	4,027	2,893
8 Total Direct Processing Costs	88,352	87,212	1,140
9 Executive Director Costs and Related Support Fees			
10 Executive Director Salary	18,939	18,810	129
11 Payroll Taxes	1,449	1,655	(206)
12 Leased Employee per Check Fee	195	(384)	579
13 Executive Director Travel and Lodging, Education, and Other	5,417	-	5,417
14 Technology Support (Desktop and Telephony)	335	335	-
15 Total Executive Director Costs and Related Support Fees	26,335	20,416	5,919
16 Provider and Payer Education and Outreach			
17 Provider Education Materials, Development and Printing	6,250	2,397	3,853
18 Postage	1,250	-	1,250
19 Website and Information Technology	1,250	-	1,250
20 Technical Consultants	500	-	500
21 Provider Office Training Sessions	1,000	-	1,000
22 Advertising and Sponsorships	167	-	167
23 Hospitality	300	923	(623)
24 Provider Services Rep	6,728	-	6,728
25 Leased Employee per Check Fee	-	-	-
26 Total Provider and Payer Education and Outreach	17,445	3,321	14,124
27 Administrative Costs			
28 Legal - General Counsel and Governance	3,333	-	3,333
29 Audit Fees	-	-	-
30 Government Relations Consultants	417	-	417
31 Registered Agent Fee	-	-	-
32 Investment Management Fees	12,000	8,971	3,029
33 Office Supplies and Equipment	450	1,133	(683)
34 Rent	150	-	150
35 Other Admin Support Provided by Lessor	42	-	42
36 Board Retreat and Meetings	1,000	-	1,000
37 Insurance	-	-	-
38 Cyber Liability	-	-	-
39 Directors and Officers	-	-	-
40 General Liability	-	-	-
41 Legal - Special Projects and Litigation	7,500	-	7,500
42 Total Administrative Costs	24,892	10,104	14,788
43 Other Discretionary Expenditures			
44 Executive Director Bonus Pool	-	-	-
45 Human Resources and Governance	4,350	3,780	570
46 Total Other Discretionary Expenditures	4,350	3,780	570
47 Total Budget	\$ 161,374	\$ 124,833	\$ 36,541

**Washington Vaccine Association
Administrative Budget Status
For Eight Months Ended February 28, 2023**

	A Approved Budget	B Actual February 28, 2023	C Budget Variance
1 Direct Processing Costs			
2 Administrator (Helms & Company, Inc.)	523,456	523,456	-
3 EDI /ACH Clearinghouse Maintenance (Helms & Company, Inc.)	30,000	30,000	-
4 Clearinghouse Intake Processing (Avality, Zelis, Etc.)	24,000	41,072	(17,072)
5 Lockbox and Bank Fees	32,000	33,196	(1,196)
6 Recovery and Compliance (Helms & Company, Inc.)	42,000	42,000	-
7 Lockbox Intake (OrboGraph)	55,360	56,790	(1,430)
8 Total Direct Processing Costs	706,816	726,513	(19,697)
9 Executive Director Costs and Related Support Fees			
10 Executive Director Salary	147,138	149,284	(2,146)
11 Payroll Taxes	6,386	8,004	(1,618)
12 Leased Employee per Check Fee	1,560	1,339	221
13 Executive Director Travel and Lodging, Education, and Other	43,336	31,451	11,885
14 Technology Support (Desktop and Telephony)	2,680	3,180	(500)
15 Total Executive Director Costs and Related Support Fees	201,100	193,258	7,842
16 Provider and Payer Education and Outreach			
17 Provider Education Materials, Development and Printing	50,000	14,274	35,726
18 Postage	10,000	-	10,000
19 Website and Information Technology	10,000	-	10,000
20 Technical Consultants	4,000	275	3,725
21 Provider Office Training Sessions	8,000	-	8,000
22 Advertising and Sponsorships	1,336	-	1,336
23 Hospitality	2,400	1,187	1,213
24 Provider Services Rep	40,368	-	40,368
25 Leased Employee per Check Fee	-	-	-
26 Total Provider and Payer Education and Outreach	126,104	15,736	110,368
27 Administrative Costs			
28 Legal - General Counsel and Governance	26,664	27,043	(379)
29 Audit Fees	22,500	23,580	(1,080)
30 Government Relations Consultants	3,336	-	3,336
31 Registered Agent Fee	150	-	150
32 Investment Management Fees	96,000	81,165	14,835
33 Office Supplies and Equipment	10,600	6,120	4,480
34 Rent	1,200	-	1,200
35 Other Admin Support Provided by Lessor	336	-	336
36 Board Retreat and Meetings	8,000	-	8,000
37 Insurance	-	-	-
38 Cyber Liability	16,026	19,625	(3,599)
39 Directors and Officers	52,564	52,058	506
40 General Liability	1,500	1,639	(139)
41 Legal - Special Projects and Litigation	60,000	-	60,000
42 Total Administrative Costs	298,876	211,231	87,645
43 Other Discretionary Expenditures			
44 Executive Director Bonus Pool	49,495	-	49,495
45 Human Resources and Governance	34,800	34,381	419
46 Total Other Discretionary Expenditures	84,295	34,381	49,914
47 Total Budget	\$ 1,417,191	\$ 1,181,119	\$ 236,072

Washington Vaccine Association
Notes to Financial Statements
For the Eight Months Ended February 28, 2023

Balance Sheet

Lines 2 and 4. Cash decreased in February by approximately \$587,000. Total cash and investments at month end are approximately \$48 million as compared to the budgeted cash position of \$52 million. The time-lag between the date of service and the receipt of payment has been considered when projecting cash reserves for FY2023.

Line 6. The Prepaid Vaccine amount includes the amount requested by the Washington Department of Health (DOH) for the March 2023 replenishment of vaccines. The amount includes the administrative fee of 1.4% which equaled \$84,517 included in the request.

Line 5. Members Estimated Collectible Assessments reflects the value of vaccine funding provided to the DOH for the purchase of vaccines for which the Association expects to receive an assessment payment.

Profit and Loss

Line 2. The amount reported as Assessments includes all assessments received in the month of February. The assessments are tracked in the accounting system using the procedure code and date of service supplied by the provider's remittance advice. While it is assumed that the provider utilized a vaccine that was purchased by the Department of Health in either the corresponding month or a prior month(s), there are too many variables in the purchasing process, the supply chain, and the utilization driving the remittance to provide certainty.

Line 6. The amount reported as 2% Waste is an estimate that was recorded through a journal entry. This estimate will be refined as we continue to process and track the amount of collectible assessments remaining from each DOH funding request. The amount remaining would likely represent vaccines that were not administered and would be considered waste. This will take several months of data before we are able to provide a more accurate estimate and therefore the 2% Waste estimate will continue to be used for the foreseeable future.

Line 7. The amount reported in February as Price Variance and Denials is the actual total of variances and denials identified through the lockbox transactions processed through OrboGraph.

Line 8. The DOH replenishment is the actual "cost" of the vaccines that are associated with the Assessments received in February.

Line 10. The amount reported as DOH Cost Recovery Admin Charge is the amount requested by the DOH for administrative expenses incurred in January. It was paid with the March 2023 replenishment of vaccines.

Other

Based upon a review of detailed assessment remittance data, the Association at times receives both over- and under-payments for remittances. Overpayments are repaid through the refunds process, through balance forward remittances, or through a separate, specific analysis. Utilizing the assessment remittance database, the Association has been able to identify several instances whereby a payer has been incorrectly denying or underpaying assessments for a variety of reasons. The Association's compliance efforts work with payers to resolve these discrepancies and may result in additional assessment revenue or refunds attributable to the current fiscal year that may or may not be related to the current fiscal year.



Statement of Work - Audit Services

February 7, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated February 7, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Washington Vaccine Association ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2023.

Allen D. Gilbert is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of Washington Vaccine Association, which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the "financial statements").

Statement of financial position

Statement of activities

Statement of functional expenses

Statement of cash flows

Nonaudit services

We will also provide the following nonaudit services:

- Assistance in preparation of your financial statements and the related notes.

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement

when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Revenue recognition
- Management override of controls

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there

are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities and safeguarding assets. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to

any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including travel, internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Based on our preliminary estimates, the total fees and expenses for the engagement should approximate \$25,600. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Draft for Discussion Purposes

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of Washington Vaccine Association.

Draft for Discussion Purposes

CLA
Signing Director

Allen D. Gilbert

Allen D. Gilbert, Signing Director

Client
Washington Vaccine Association

SIGN:

Dr. John B. Dunn, Board Chair

DATE:

Draft for Discussion Purposes



Master Services Agreement

Washington Vaccine Association
P.O. Box 94002
Seattle, WA 98124-8402
MSA Date: February 7, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Washington Vaccine Association (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. Scope of Professional Services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. Management responsibilities

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our

engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

For services other than audit and examination, you further agree that you will not hold CLA or any

other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage

or loss, or have not become aware of the existence or possible existence of a dispute.

9. Confidentiality

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

10. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course

of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

11. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of Washington Vaccine Association anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

12. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

13. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

14. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

15. Termination of MSA

This MSA shall continue for five years from February 7, 2023, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

16. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Allen D. Gilbert

Signing Director

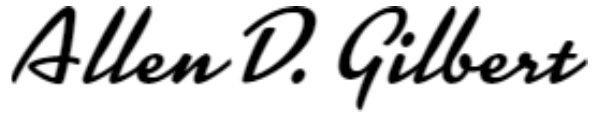
425-820-6022

allen.gilbert@claconnect.com

Response:

This MSA correctly sets forth the understanding of Washington Vaccine Association.

CLA
CliftonLarsonAllen, LLP



Allen D. Gilbert, Signing Director

SIGNED 3/7/2023, 7:42:36 AM PST

Client
Washington Vaccine Association

SIGN: _____

Dr. John B. Dunn, Board Chair

DATE: _____

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