CONTRACT NUMBER: N22496-0 SUBRECIPIENT *

☐ YES ☒ NO

FFATA FORM REQUIRED

☐ YES ☒ NO

INTERAGENCY AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
and
UNIVERSITY OF WASHINGTON,
HARBORVIEW MEDICAL CENTER,
HMC MADISON CLINIC

THIS AGREEMENT is made and entered into by and between the state of Washington Department of Health, hereinafter referred to as DOH, and the University of Washington, hereinafter referred to as University pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: The purpose of this contract is to provide HIV Prevention and Care Services to clients in King County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The University shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on January 01, 2017 and be completed on December 31, 2017, unless terminated sooner as provided herein.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Information about your organization and this Agreement will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH’s form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed $1,916,748.00. Payment will not exceed this amount without a prior written amendment. Compensation includes but is not limited to all taxes, fees, surcharges, etc. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable
costs as outlined in the statement of work and/or budget. Any work done outside of the period of performance shall be provided at no cost to DOH.

Source of Funds:
Federal  
State  $110,000.00  
Other  $1,806,748.00  TOTAL  $1,916,748.00

The University agrees to comply with applicable rules and regulations associated with these funds.

BILLING PROCEDURE: Payment to the University for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT, ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Specifically, the University agrees to limit access to Confidential Information to the minimum amount of information necessary to the fewest number of people, for the least amount of timer required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the University shall immediately notify the DOH Privacy Officer at dohprivacyofficer@doh.wa.gov. For the purposes of this Agreement, “immediately” shall mean within one calendar day.

The University will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The University agrees to indemnify and hold harmless DOH for any damages related to unauthorized use or disclosure by the University, its officers, employees, or agents, to the extent permitted by law.

Any breach of this clause may result in termination of the contract and the demand for return of all confidential information.

B. Subsequent Disclosure

The University will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the University agrees to notify and discuss with the DOH Privacy Officer requests for all information that are part of this Agreement, prior to disclosing the information. The University further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.
CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for DOH is:  
Name  
Karen Robinson  
Office  
DCHS/ID/HIV CS  
Department of Health  
PO Box 47841  
Olympia, WA 98504-7841  
Phone:  
(360) 236-3437

The Contract Manager for the University is:  
Name  
Jennifer Magnani  
Title  
Social Work Supervisor,  
University of Washington,  
Harborview Medical Center,  
HMC Madison Clinic  
Company  
Address  
325 Ninth Ave, Box 359750  
City State Zip  
Seattle, WA 98104-2499  
Phone  
(206) 744-3668

DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

A. Federal statutes and regulations  
B. State statutes and regulations  
C. Agreement amendments  
D. The Agreement (in this order)  
   1. Special Terms and Conditions (Exhibit C if used)  
   2. Federal compliance and Standard Federal Certifications and Assurances (Attachment 1)  
   3. Primary document (document that includes the signature page)  
   4. Statement of Work (Exhibit A)

HOLD HARMLESS: Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents, to the extent permitted by law.

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. The University and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. The University
agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH the right to monitor, audit or investigate the use of personal information collected, used or acquired by the University through this Agreement. The monitoring, auditing, or investigating may include but is not limited to “salting” by DOH. The University shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The University agrees to indemnify and hold harmless DOH for any damages related to the University’s unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA/COPYRIGHT:

Copyrights. The University shall use its best efforts to prepare the copyrightable DELIVERABLES (“DELIVERABLES”) as described in Statement of Work. The University agrees that the deliverables shall be work-for-hire as defined under US copyright law and DOH shall be the owner and author of the deliverables. To the extent the deliverables are not deemed to be works-for-hire owned and authored by DOH, the University hereby assigns all right, title, and interest under copyright in the deliverables to DOH, and shall cooperate as DOH may request in order to secure DOH’s ownership and/or copyright registration. DOH agrees that the University shall retain the non-exclusive, royalty-free right to use the deliverables for research, training, scholarly, and educational purposes. For copyrightable materials produced under the Agreement but other than the deliverables, DOH shall have a non-exclusive, royalty-free right to access and use such materials. Any proposed commercial activity with respect to the deliverables shall be subject to mutually agreed-upon terms.

Information. DOH may provide information to the University to enable the university to produce deliverables under this agreement (“DOH-supplied Information”). The University shall acquire no rights in such “DOH-supplied Information” and, except as required by law, may use it for purposes other than producing deliverables under this Agreement only with the advance written permission of DOH Contracting Officer. Some “DOH-supplied Information” and some information developed under this agreement may be subject to privacy or confidentiality restrictions. DOH and the University shall obey all applicable privacy and confidentiality restrictions. Subject to the foregoing, both DOH and the University shall be free to use all information developed by the University.

Tangible Materials. All tangible materials, which are not deliverables, (including but not limited to preliminary notes, draft reports, working notebooks, computer disks, films, tapes, and/or sound reproductions
of a similar nature) produced in the course of this Agreement shall be the property of the University and subject to standard the University procedures, including as applicable those regarding retention and public disclosure. DOH shall have reasonable access to and use of all such materials and upon request shall be entitled to copies, at DOH expense

SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SUBCONTRACTING: Neither the University, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subcontract operate to release or reduce the liability of the University to DOH for any breach in the performance of the University’s duties. This clause does not include contracts of employment between the University and personnel assigned to work under this Agreement.

Additionally, the University is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. University and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the University, and the University shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the University of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to the University to suspend performance as an alternative to termination. DOH may elect to give written notice to the University to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to the University’s representative. The University shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give University written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, University will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If University gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date the University gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may terminate the contract, subject to renegotiation under these new funding limitations and conditions.

**TERMINATION FOR CAUSE:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**WAIVER:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**ALL WRITINGS CONTAINED HEREIN:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF,** the parties have executed this Agreement.

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>DATE</th>
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<tbody>
<tr>
<td></td>
<td>1.5.17</td>
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</table>

<table>
<thead>
<tr>
<th>PRINT OR TYPE NAME AND TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Hayes, RN Executive Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DOH CONTRACTING OFFICER SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Webley, Contract Specialist</td>
<td>1/13/17</td>
</tr>
</tbody>
</table>
## EXHIBIT A
### STATEMENT OF WORK
#### DOH CONTRACT N22496-0
### STATEMENT OF WORK

<table>
<thead>
<tr>
<th>Task</th>
<th>Services for People at High Risk (PAHR)</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A Salaries</td>
<td>$76,740</td>
</tr>
<tr>
<td></td>
<td>B Benefits</td>
<td>$20,647</td>
</tr>
<tr>
<td>B</td>
<td>C Service Contracts</td>
<td>$270</td>
</tr>
<tr>
<td></td>
<td>D Supplies/Tools</td>
<td>$150</td>
</tr>
<tr>
<td></td>
<td>E Travel</td>
<td>$27</td>
</tr>
<tr>
<td></td>
<td>F Equipment</td>
<td>$150</td>
</tr>
<tr>
<td></td>
<td>G Sub Contracts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>H Other</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OC</td>
<td>$3,050</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$110,000</strong></td>
</tr>
</tbody>
</table>

### Strategies:
- Agency will provide services for PAHR who access services in King County.
- Agency will build capacity to offer PAHR Services within IHC.
- Agency will use acuity guidelines to ensure delivery of appropriate level of services and related resources.
- Agency will ensure messaging and program development is led by the communities that services are meant to benefit.
- Agency will develop processes that engage PAHR creatively and effectively.
- Agency will link PAHR to services not offered through IHC system.
- Agency will work with local providers in their county to build referral system linking PAHR to ICS.
- Agency will work with local and state DSH to build referral system linking PAHR to ICS.
- Agency will work collaboratively with other funded agencies to strengthen services.

### Targeted Population:
- All races and ethnicities of MSM/FSM (Primary)
- US born black persons (Special Emphasis, Health Disparities)
- Foreign born black persons (Special Emphasis, Health Disparities)
- Foreign born Hispanic persons (Special Emphasis, Health Disparities)

### Deliverables/Measures:

<table>
<thead>
<tr>
<th>Goal 1: Expand HIV Community Services for PAHR*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of PAHR Reached by HCS: 150</td>
</tr>
<tr>
<td>Number of PAHR Recruited into HCS: 100</td>
</tr>
<tr>
<td>Low Acuity: 60</td>
</tr>
<tr>
<td>Moderate Acuity: 30</td>
</tr>
<tr>
<td>High Acuity: 10</td>
</tr>
<tr>
<td>Number of PAHR who receive Healthcare/Insurance Education: 100</td>
</tr>
<tr>
<td>Number of PAHR who receive Healthcare Navigation (HNC) Service: 97</td>
</tr>
<tr>
<td>Number of PAHR who enroll in Health Insurance Plan: 79</td>
</tr>
<tr>
<td>Number of PAHR who utilize health insurance: 27</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Goal 3: Improve access to and utilization of health insurance among PAHR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of PAHR who receive PEP Education: 100</td>
</tr>
<tr>
<td>Number of PAHR who receive PEP Navigation: 95</td>
</tr>
<tr>
<td>Number of PAHR who are linked to PEP: 80</td>
</tr>
<tr>
<td>Number of PAHR who are retained in PEP-related services: 71</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Goal 4: Identify undiagnosed HIV and STD infection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of total PAHR who receive an HIV test: 150</td>
</tr>
<tr>
<td>Number of PHIR who receive STD screening: 100</td>
</tr>
<tr>
<td>Syphilis: 58</td>
</tr>
<tr>
<td>Gonorrhea: 16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Goal 5: Improve availability, accessibility, and utilization of condoms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of condoms distributed: 2,000</td>
</tr>
<tr>
<td>Number of other MPT supplies distributed: 300</td>
</tr>
<tr>
<td>Number of educational materials distributed: 150</td>
</tr>
</tbody>
</table>

### Agency-Specific Services
- Number of CAB members recruited: 5
- Number of CAB meetings: 3

### Reporting:
- Agency must adhere to DOH Reporting Requirements.
- Agency must input condom distribution data into Evaluation Web by 15th of each month for previous month's service.
- Agency must collect customer level service provision data for input into CAREWare.
- Agency must track and follow up all linkages both inside and outside ICS system.
EXHIBIT A
STATEMENT OF WORK
DOH CONTRACT N22496-0

Agency must create a CAREWare file for each consumer receiving individual-level PAHR Services within 48 hours from the time of client interaction.

Agency must update relevant CAREWare fields within 5 business days of client Intake/Enrollment. Requirements around documentation within CAREWare can be found in your HCS Manual.

Agency must track and report within CAREWare any and all Performance Measures related to this Service Category as directed by DOH Quality Team.

<table>
<thead>
<tr>
<th>Task</th>
<th>HCS-4 Case Management - PLWH</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Salaries</td>
<td>$1,192,614</td>
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<tr>
<td>B</td>
<td>Benefits</td>
<td>$472,110</td>
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<tr>
<td>C</td>
<td>Service Contracts</td>
<td>$4,200</td>
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<tr>
<td>D</td>
<td>Supplies/Goos</td>
<td>$2,000</td>
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<tr>
<td>E</td>
<td>Travel</td>
<td>$454</td>
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<tr>
<td>F</td>
<td>Equipment</td>
<td>$1,060</td>
</tr>
<tr>
<td>G</td>
<td>Sub Contracts</td>
<td>$3,060</td>
</tr>
<tr>
<td>H</td>
<td>Other</td>
<td>$159,060</td>
</tr>
<tr>
<td>I</td>
<td>IDC</td>
<td>10.00%</td>
</tr>
<tr>
<td>J</td>
<td>Total</td>
<td>$1,806,748</td>
</tr>
</tbody>
</table>

Strategies:

- Provide case management services for PLWH living in King, Snohomish, and Island County in compliance with WA State HIV CM Standards.
- Utilize Acuity Guidelines to ensure delivery of appropriate level of services and related resources.
- Prioritize medical engagement/retention, viral suppression and stable housing as recognized indicators of positive health outcomes and quality of life.
- Utilize Client Centered Approach.
- Practice Cultural Humility in all aspects of care and service delivery.
- Intentionally track and address Health Disparities for Populations of Interest within your community(ies) as related to Case Management services and outcomes.
- Meaningfully incorporate consumer feedback into ongoing program design, implementation and evaluation.
- Must be used as payer of last resort.

Targeted population: Persons living with HIV

Deliverables/Measures: Proposed number of PLWH to be served: 1,416

- Agency must create a CAREWare file for each PLWH receiving Case Management services within 48 business hours from the time of Client Intake.
- Agency must update Demographics, Annual Review, Services, Case Notes, Encounter Tab and all requisite Custom Tabs in CAREWare, as appropriate, within 5 business days from Client Intake, identified change in Client Status, delivery of a support service or benefit, or Interaction with or on behalf of Client. Requirements around documentation within CAREWare can be found in your HCS Manual.

- Agency must Track and report within CAREWare any and all Performance Measures related to this Service Category as directed by DOH Quality Team. These include, but may not be limited to, medical engagement, medical retention, viral load, housing status, and household poverty level.
EXHIBIT A
STATEMENT OF WORK
DOH CONTRACT N22496-0

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

1. Definitions
   a. CONTRACTOR – Entity receiving funds directly from Washington State Department of Health (DOH) to provide services for PAHR and/or PLWH.

2. Client Eligibility and Certification
   PLWH CONTRACTOR shall:
   a. Maintain written documentation that each client receiving services is HIV positive
   b. Implement an eligibility certification process upon entry (Intake) into case management services to ensure that only eligible clients are being served. Certification includes assessment of client:
      i) Income – There are no income eligibility requirements related to the services of Case Management, HE/RR, EIS, Outreach, or Psychosocial Support, regardless of acuity. Income eligibility certification applies only for Food/Meals, Medical Transportation, Housing, Medical Nutrition Therapy, Mental Health, and Substance Abuse Treatment is on par with that set for Washington State’s Early Intervention Program. At the time of the writing of this contract, that figure is set at 400% of the FPL.
      ii) Insurance status – All funding received under this contract must be treated as payer of last resort. As such, if there is another available payer for any service(s) covered under this contract, the CONTRACTOR is obligated to pursue that funding source first. This applies as well to the availability of Targeted HIV Case Management under Title XIX.
      iii) Washington State residency
   c. Implement an eligibility recertification process for each client actively receiving Engagement Services to be conducted, at minimum, once every six (6) months. Recertification includes assessment of client.
      i) Income – There are no income eligibility requirements related to the services of Case Management, HE/RR, EIS, Outreach, or Psychosocial Support, regardless of acuity. Income eligibility recertification applies only for Food/Meals, Medical Transportation, Housing, Medical Nutrition Therapy, Mental Health, and Substance Abuse Treatment is on par with that set for ADAP. At the time of the writing of this contract, that figure is set at 400% of the FPL.
      ii) Insurance status – All funding received under this contract must be treated as payer of last resort. As such, if there is another available payer for any service(s) covered under this contract, the CONTRACTOR is obligated to pursue that funding source first. This applies as well to the availability of Targeted HIV Case Management under Title XIX.
      iii) Washington State residency
   d. CONTRACTORS providing HIV medical case management shall engage with Title XIX HIV Medical Case Management in the following ways:
      i) Have a signed contract with the Health Care Authority (HCA) to provide Title XIX HIV Medical Case Management for eligible clients
      ii) Adhere to the Title XIX (Medicaid) HIV/AIDS Case Management Billing Instructions.
      iii) Adhere to the following system for meeting Medicaid match:
         (1) Providers will bill HCA for Title XIX case management services.
         (2) HCA will pay providers for services rendered
         (3) HCA will bill DOH for the state match
         (4) DOH will pay the state match to HCA

This system will remain in place as long as DOH has sufficient state general funds to meet Medicaid match.

iv) Have clients sign Release of Information Forms granting DOH permission to review client charts and client level data for quality assurance and evaluation purposes.
PAHR & PLWH CONTRACTOR shall:

e.  Monitor expenditures of funds to assure confidentiality, client equity, compliance with federal and state guidelines, and to remain within annual budget.

f.  Adhere to the Statewide Standards for HIV Case Management or to the Standards, Requirements or Guidelines articulated within the HIV Community Services Manual.

g.  Inform clients upon Intake of the relationship between the CONTRACTOR and DOH as it applies to DOH access to client information created or obtained through the provision of services funded by this contract. DOH, as the grantor, and in the role of fiscal and clinical compliance auditor has the right to review client charts and client level data for quality assurance and evaluation purposes. CONTRACTOR must obtain signatory proof from client that this information was shared and received.

   i)  Have clients sign Release of Information Forms granting DOH permission to review client charts and client level data for quality assurance and evaluation purposes.

3.  Quality Management/Improvement activities.

   a.  Quality Management/Improvement Programs must include the ability to access the extent to which services are consistent with the DOH and HHS guidelines for the treatment of HIV. Quality Management/Improvement programs must include coordination of activities aimed at improving quality of care, health outcomes and client satisfaction. Improvement will include specific activities to improve services in response to DOH identified performance measures. Clients/consumers must be included in the Quality Management/Improvement Program. Required Quality Management/Improvement activities:

   i)  CONTRACTOR must identify a Quality Management/Improvement Program lead for both PLWH and PAHR. The CONTRACTOR’s Quality Management/Improvement Program Lead must participate in Quality Management/Improvement training provided by DOH. The CONTRACTOR must identify at least one PLWH consumer and one PAHR consumer to participate in the Quality Improvement training provided by DOH.

   ii) CONTRACTOR must develop and submit their Quality Management/Improvement Plan. DOH must approve all Quality Management/Improvement Plans. CONTRACTOR may use the Quality Management/Improvement plan template provided by DOH or submit a Quality Management/Improvement Plan of their own choosing that addresses all components listed in the Template.

   iii) CONTRACTOR must participate in DOH onsite visits that will include Quality Management/Improvement components including the review of progress in implementing their annual Quality Management/Improvement Plan.

   iv) CONTRACTOR may be required to participate in other DOH quality improvement activities.

   v) CONTRACTOR must collect medical visit dates and HIV viral load dates and test results for all clients.

4.  HIV Statewide CAREWare Data System

   a.  The CONTRACTOR shall directly enter client level and service data in the HIV Statewide CAREWare Data System.

   b.  Legal Authorization to Collect Data:

       DOH represents and warrants that it is legally authorized to collect and/or receive the Medical Case Management information described in Exhibit A, including review of client charts and client level data, (“Data Elements”), in the conduct of its public health activities. Disclosure of the Data Elements by CONTRACTOR to DOH is required under the terms of this agreement. Transmittal of the Data Elements through DOH’s secure CAREWare system is appropriate under this Agreement and will not be deemed to violate the confidentiality provisions of this Agreement.

Pursuant to RCW 70.02.220(7), DOH requires the last name, first name, middle name, address, telephone, full date of birth, and such other medical case management data variables as are set forth herein, in order to protect the public health and to ensure ongoing quality management. DOH will use data obtained to further the ongoing reduction of HIV transmission rates and ensure HIV-positive individuals are engaged in healthcare.
5. HIV and STD Testing Services
   a. HIV testing services must follow DOH and CDC guidance for HIV testing.
   b. Persons found to be sero-positive must be provided with partner services (PS) that follow current CDC guidelines for HIV PS and DOH HIV Partner Services Standards. Contractors must refer newly identified HIV infected persons to the local health jurisdiction for PS.
   c. Any funds generated from charging clients for HIV testing must be used to support or enhance HIV prevention activities.
   d. HIV counseling/testing must be performed by personnel who have completed DOH-approved training. Staff providing testing services must also attend and complete any additional training as determined necessary by DOH.
   e. Persons performing HIV testing must be authorized by a licensed provider whose scope of practice includes ordering of diagnostic tests. This can be achieved with memorandum of understanding / agreement (MOU/A) between agencies if there is no licensed provider directly accountable to the contracted agency. Persons performing HIV testing must obtain all necessary and required Washington State certification.
   f. Contractor will present confidential HIV testing as the default option for all persons tested. If an anonymous test is performed, refusal by the client for confidential testing must be documented and permission by the client for conversion to confidential testing in the event of a reactive result must be obtained prior to the test being provided.
   g. Contractor must report all reactive results to DOH using the Preliminary Positive Reporting Form (provided by DOH). The information on this form allows DOH to determine whether the preliminary result is confirmed by subsequent testing and if the person diagnosed with HIV is linked to medical care and complete data entry in Evaluation Web. Preliminary Positive Reports must be submitted to DOH directly, not local public health departments by confidential transmittal as indicated on the form.
   h. Contractor will ensure that sufficient staff is available to perform HIV testing using capillary and/or venous draws.

6. Reporting Requirements
   a. The CONTRACTOR shall provide the following reports by electronic mail (preferred), U. S. mail, or fax no later than the close of business on the dates indicated. CONTRACTOR shall submit reports to:
      Abby Gilliland, Washington State
      Department of Health PO Box 47841
      Olympia, WA 98504-7841
      Phone: (360) 236-3351/Fax: (360) 664-2216
      Email: Abby.gilliland@doh.wa.gov

      Receipt of timely program reports by DOH is imperative. Failure to comply with reporting requirements may result in the withholding of funds.

   b. CONTRACTOR may contact Abby Gilliland at abbey.gilliland@doh.wa.gov for electronic forms or with reporting questions.
   c. Narrative Reports

      | Reporting Time Period          | Report due date |
      |--------------------------------|-----------------|
      | January 1, 2017 – March 31, 2017 | April 15, 2017  |
      | April 1, 2017 – June 30, 2017   | July 15, 2017   |
      | July 1, 2017 – September 30, 2017 | October 15, 2017 |
      | October 1, 2017 – December 31, 2017 | January 15, 2018 |

   d. Reports shall include the following components for both PLWH and PAHR services:
      i) Narrative – CONTRACTOR shall describe
         (1) Changes to service delivery plan
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(2) New access points for HIV Community Services funded direct services
(3) Participation in the Washington HIV planning process
(4) Program accomplishments, for example:
   (a) Outreach
   (b) Linkage to care
   (c) Success in reaching underserved populations
   (d) Success in meeting or exceeding planned outcome targets
   (e) Effective strategies used to recruit, train, or use workers
   (f) Enhanced linkages with other HIV Community Services programming.
   (g) Coordinating services with other health-care delivery systems
   (h) Evaluating the impact of HCS funds and making needed improvements.
   (i) Documenting clients served and outcomes achieved

(5) Challenges and lessons learned, for example:
   (a) Tools and protocols
   (b) Health disparities

(6) Technical Assistance needed

NOTE: DOH will run routine CAREware data summaries in lieu of CONTRACTOR submitting quarterly demographic data. Aggregate population-based PAHR data must be submitted quarterly.

ii) Fiscal – Using a DOH-approved Fiscal Reporting Form; CONTRACTOR shall indicate funds expended to date.

iii) Quality Management/Improvement Reporting – CONTRACTOR must develop Quality Management/Improvement Programs to measure, monitor, and improve the quality of their services.

The CONTRACTOR must complete and submit quarterly:
   (a) Quality Management/Improvement Plan Template or Quality Management Plan Update (PLWH & PAHR)
   (b) Statewide Case Management Performance Data (PLWH) Templates are available from DOH.

c. Additional Reporting Requirements:

Within 30 days of written notification, the CONTRACTOR shall comply with any additional reporting requirements mandated by state directive during the contract period.

7. Training requirements

a. CONTRACTOR shall ensure that all staff participating in direct client care receives a minimum of 20 hours of applicable training annually. Recommended trainings include CLAS Standards, ethics and boundaries, cultural humility, harm reduction, motivational interviewing, trauma informed practice, and safe de-escalation.

b. Contractor shall remain current on best practices around case management, HIV related benefits and systems, resources outside of HIV Community Services, as well as maintaining awareness of advancements with HIV medications, prevention, treatment and practice.

c. CONTRACTOR shall ensure new direct client care staff participate in the DOH New Case Management training(s) within six (6) months of hire or at first offering following staff initial start date.

d. CONTRACTOR shall participate in any fiscal training put on by DOH related to the execution of this contract.

e. CONTRACTOR shall participate in any Quality trainings put on by DOH related to the execution of this contract.

f. CONTRACTOR shall participate in the DOH Community Programs Annual Update.
i) Required: Annual Update in April or May 2017.

g. CONTRACTOR shall participate in all DOH required trainings related to responsible and quality service delivery of HIV Case Management and related support services, including services for PAHR.


8. Participation in Washington State’s HIV Planning Process
The vision of the HIV Planning System is to end the HIV epidemic in Washington State. Collectively we will accomplish this by preventing new HIV infections and by keeping people with HIV healthy. The planning system looks at how HIV impacts populations across the state, the factors influencing people’s HIV risk and the structures that impact successful HIV efforts. The components of the planning system recommend the most successful HIV prevention, care and treatment strategies.

Stakeholder Villages and Special Emphasis Workgroups are designed specifically to amplify the voices of individuals and communities experiencing HIV related disparities.

a. Planning System components

HIV Stakeholder Villages (Villages) have no formal membership and serve the dual purpose of educating a broad range of stakeholders on the current and proposed HIV interventions and strategies receiving input from stakeholders to enhance HIV service delivery. Village meet in person or via web interface in town hall style meetings held within various communities in Washington State in coordination with local service delivery providers.

HIV Special Emphasis Workgroups (SEW) are informal, ad-hoc, and advisory bodies that are convened by DOH to identify specific and effective implementation strategies that add operational value to prevention, care and treatment continuum activities.

The HIV Planning Steering Group is a 21 member, formal, standing, advisory committee.

b. Contracted Agencies have unique connections to communities and connecting communities to the planning system is integral to a successful HIV service delivery system. DOH is responsible for implementation of the HIV Planning System. Contracted Agencies are responsible to work directly with DOH to implement and recruit participants for Villages and SEW that in their service provision area or target population.

9. Participation in End AIDS Washington Initiative
The End AIDS Washington Initiative is a collaboration of community-based organizations, government agencies and education and research institutions working together to reduce the rate of new HIV infections in Washington by 50% by 2020. The End AIDS Washington initiative and the forthcoming implementation plan are not owned by any one government agency or CBO. End AIDS Washington is a community-owned effort, and will only be successful if all stakeholders—communities, government, the health care system, and people most affected by HIV—are fully engaged in its implementation efforts.
and empowered to make decisions and set priorities.

10. Participation in End AIDS Washington Statewide Media Campaign
The End AIDS Washington Statewide Media Campaign effort aims to promote the priorities laid out in the EAW Initiative around the state through various ways. Funded agencies will ensure the participation of at least one staff member funded through PAHR Services in End AIDS Washington Campaign related activities including, but not limited to, the End AIDS Washington Champions program. Funded agencies will, whenever possible, utilize End AIDS Washington messaging and branding on educational and outreach materials.

11. Contract Management
   a. Fiscal Guidance
      i) **Funding** – Funds provided in the Budget are for services provided during the period January 1, 2017 – December 31, 2017. The CONTRACTOR shall submit all claims for payment for costs due and payable under this statement of work by January 31, 2018. DOH will pay belated claims at its discretion, contingent upon the availability of funds.
      
      ii) The CONTRACTOR agrees to reimburse DOH for expenditures billed to the DOH for costs that are later determined through audit or monitoring to be disallowed under the requirements of Office of Management and Budget (OMB) Circular A-122 (Cost Principles for Non-Profit Organizations).

      iii) **Submission of Invoice Vouchers** – On a monthly basis, the CONTRACTOR shall submit correct A19-1A invoice vouchers amounts billable to DOH under this statement of work.

      iv) All A19-1A invoice vouchers must be submitted by the 25th of the following month.

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<thead>
<tr>
<th>Month of A19-1A Invoice</th>
<th>A19-1A Invoice Due Date</th>
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<tbody>
<tr>
<td>January 1-31, 2017</td>
<td>February 25, 2017</td>
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<td>February 1-29, 2017</td>
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<td>December 1-31, 2017</td>
<td>January 31, 2018</td>
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</table>

The CONTRACTOR shall use and adhere to the DOH Infectious Disease Reimbursement Guidelines and Forms when submitting A19-1A invoice voucher payment requests to DOH.

v) **Advance Payments Prohibited** Funds are “cost reimbursement” funds. DOH will not make payment in advance or in anticipation of services or supplies provided under this agreement. This includes payments of “one-twelfth” of the current fiscal year’s funding.

vi) **Payer of Last Resort** – No funds shall be used to provide items or services for which payment has been made or reasonably can be expected to be made, by third party payers, including Medicaid, Medicare, the Early Intervention Program (EIP) and/or State or local entitlement programs, prepaid health plans or private insurance. Therefore, CONTRACTOR providing case management services shall expeditiously enroll eligible clients in Medicaid. CONTRACTOR will not use funds to pay for any Medicaid-covered services for Medicaid enrollees.

vii) **Cost of Services** – The CONTRACTOR will not charge more for HIV services than allowed by Sec. 2617 (c) of Ryan White legislation (Public Law 101-381; 42 USC 300ff-27).

viii) **Emergency Financial Assistance** – The CONTRACTOR shall not use contract funds to provide a parallel medication service to EIP. CONTRACTOR’s providing case management services shall make every effort to enroll clients in EIP.
ix) Payment of Cash or Checks to Clients Not Allowed – Where direct provision of service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service (e.g., transportation), shall be used to meet the need for such services. CONTRACTOR shall administer voucher programs to assure that recipients cannot readily convert vouchers into cash.

x) Funds for Needle Exchange Programs Not Allowed – CONTRACTOR shall not expend contract funds to support needle exchange programs.

xi) Supervision, under DOH Community Programs contracts, will be understood as the delivery of a set of interrelated functions encompassing administrative, educational and supportive roles that work collectively to ensure clinical staff (i.e. case managers, navigators, coordinators, assistants, coaches) are equipped with the skills necessary to deliver competent and ethical services to clients that adhere to best practices within applicable fields as well as all relevant Statewide Standards. Supervisors must meet the criteria set forth within the WA State HIV Case Management Standards and provide the level of interaction and review detailed in that document.

It is the understanding of DOH that Supervision funded under the direct program portion of this contract include at minimum the provision of at least two of the three functions detailed here: administrative, educational or supportive supervision. Supervision that encompasses only administrative functions will not be considered billable under Direct Program. To that end, it is the expectation of DOH that those personnel identified as Supervisors have no more than one degree of separation from direct client care. Exceptions to this rule can be presented and considered to and by DOH Contract Management. It will fall to the requesting organization to satisfactorily demonstrate that any Supervisory positions falling within the scope of Direct Program are meeting the expectation of provision of educational or supportive supervision with the aim of directly impacting client experiences, quality of services, and adherence to best practices and Statewide Standards.

b. Contract Modifications
   i) Notice of Change in Services – The CONTRACTOR shall notify DOH program staff, within 45 days, if any situations arise that may impede implementation of the services contained in the statement of work. DOH and the CONTRACTOR will agree to strategies for resolving any shortfalls. DOH retains the right to withhold funds in the event of substantial noncompliance.

   ii) Contract Amendments – Effective Date – The CONTRACTOR shall not begin providing the services authorized by a contract amendment until the CONTRACTOR has received a signed, fully executed copy of the contract amendment from DOH.

c. Subcontracting
   i) This statement of work does not allow a CONTRACTOR to subcontract for services.

d. Written Agreements
   i) The CONTRACTOR should execute written agreements with the providers listed below to document how the providers’ services and activities will be coordinated with funded Medical HIV Case Management services and activities:
      (1) Partner Counseling and Re-Linkage Services (PCRS)
      (2) HIV Testing Services
      (3) Medical Providers providing services to agency’s medical case management clients
      (4) Other Local Health Jurisdictions in the counties regularly served by the CONTRACTOR

   Technical assistance is available through DOH.

12. Material Review and Website Disclaimer Notice
In accordance with all federal guidance, contractors receiving funds through this RFA will:

a. Submit all proposed written materials including, but not limited to, pictorials, audiovisuals, questionnaires, survey instruments, agendas for conferences, plans for educational sessions, and client satisfaction surveys purchased, produced, or used by staff funded with DOH funds to the State HIV/AIDS Materials Review
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Committee. CONTRACTOR shall submit all materials to be reviewed to:
Michael Barnes, Washington State
Department of Health PO Box 47841
Olympia, WA 98504-7841
Phone: (360) 236-3579/Fax: (360) 664-2216
Email: Michael.Barnes@doh.wa.gov

b. Assure prominent display of disclaimer notice on all websites containing HIV/AIDS education
information (including sub-contractors). Such notice must consist of language similar to the following:
“This site contains HIV prevention messages that may not be appropriate for all audiences. Since HIV
infection is spread primarily through sexual practices or by sharing needles, prevention messages and
programs may address these topics. If you are not seeking such information or may be offended by such
materials, please exit this website.”

13. Youth and Peer Outreach Workers
For purposes of this agreement, the term “youth” applies to persons under the age of 18. All programs,
including subcontractors, using youth (either paid or volunteer) in program activities will use caution
and judgment in the venues / situations where youth workers are placed. Agencies will give careful
consideration to the age appropriateness of the activity or venue; will ensure that youth comply with all
relevant laws and regulations regarding entrance into adult establishments and environments; and will
implement appropriate safety protocols that include clear explanation of the appropriate laws and
curfews and clearly delineate safe and appropriate participation of youth in program outreach activities.

14) Confidentiality Requirements
The CONTRACTOR must preserve the confidentiality of the clients they serve pursuant to the Washington
Administrative Code (WAC) and the Revised Code of Washington (RCW). Please see below to identify the
category your agency best fits. Failure to maintain client confidentiality could result in civil or legal litigation
against employees or agencies per the WAC and RCW.

Category One: Agencies that keep confidential and identifiable records including medical diagnosis and lab
slips. If your agency fits this definition, you must comply with federal and state requirements regarding the
confidentiality of client records. During site visits or audits, DOH may request proof that the CONTRACTOR
meets confidentiality requirements. To meet the requirements the CONTRACTOR must have the following in
place:
   i) Clearly written agency policies regarding confidentiality and security of records.
   ii) Appropriate physical and electronic security measures to prevent unauthorized disclosures.
   iii) Signed statements of confidentiality and security for all staff members who have access to
        sensitive information, either through access to files or through direct contact with clients.
   iv) Signed confidentiality statements on file at the CONTRACTOR’s office and updated yearly.
   v) Appropriate confidentiality training provided to employees with records of attendance.

Category Two: Agencies that have access to HIV/STD (Sexually Transmitted Disease) information
(through contact with clients or target populations), but do not maintain client records.

If your agency fits this definition, you are required to have the following in place:
   (1) Signed confidentiality statements from each employee
   (2) Signed confidentiality statements are on file at the CONTRACTOR’s office and updated yearly
   (3) Appropriate confidentiality training provided to employees with records of attendance Technical
       assistance is available through DOH.

15) Whistleblower
c. Whistleblower statute, 41 U.S.C. & 4712, applies to all employees working for CONTRACTOR,
subcontractors, and subgrantees on federal grants and contracts. The statute (41 U.S.C. & 4712) states that
an "employee of a CONTRACTOR, subcontractor, grantee, or subgrantee, may not be discharged,
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d. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees, and subcontractors to:
e. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
f. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. & 4712 in the predominant native language of the workforce; and,
g. CONTRACTOR and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

16) Allowable Costs
   i) All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this statement of work.

For information in determining allowable costs, please reference OMB Circulars:
2 CFR200 (State, Local and Indian Tribal governments) at: https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

**Disclosure of information is governed by the Washington Administrative Code (WAC) 246-101-120, 520 and 635, and the Revised Code of Washington (RCW) 70.24.080, 70.24.084, and 70.24.105 regarding the exchange of medical information among health care providers related to HIV/AIDS or STD diagnosis and treatment. Please note that CONTRACTORs fit under the definition of "health care providers" and "individuals with knowledge of a person with a reportable disease or condition" in the WAC and RCW.

DOH statutory authority to have access to the confidential information or limited Dataset(s) identified in this agreement to the Information Recipient: RCW 43.70.050

Information Recipient’s statutory authority to receive the confidential information or limited Dataset(s) identified in this Agreement: RCW 70.02.220 (7)

DOH Program Contact, PLWH:
Karen Robinson
DOH, HIV Client Services
PO Box 47841, Olympia, WA 98504-7841
360-236-3437 / Fax: 360-664-2216
Karen.Robinson@doh.wa.gov

DOH Program Contact, PAHR
Michael Barnes
DOH, Infectious Disease Prevention
PO Box 47841, Olympia, WA 98504-7841
360-236-3579 / Fax: 360-664-2216
Michael.Barnes@doh.wa.gov