INTERAGENCY AGREEMENT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
and
UNIVERSITY OF WASHINGTON

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF HEALTH, hereinafter referred to as DOH and the UNIVERSITY OF WASHINGTON, hereinafter referred to as the UNIVERSITY pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to improve access to primary medical care for HIV positive persons residing in Kitsap, Thurston, King, Snohomish, Island, San Juan, Skagit and surrounding counties.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK
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, Statement of Work, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE
The period of this contract will be from July 01, 2015 until June 30, 2016, unless terminated sooner as provided herein.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
If checked above, this contract 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 contract, 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 contract 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 contract and must be completed and returned along with the contract.

**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 **$219,367.00**. Payment will not exceed this amount without a prior written amendment. 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.

**Source of Funds:** (ST) **$219,367.00**; (Other) $0; **Total $219,367.00**

Contractor agrees to comply with all 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 contract, 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, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state laws and administrative rules governing confidentiality. 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 time 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:
Karen Robinson
Office of Infectious Disease, HIV Client Services
Department of Health
PO Box 47841
Olympia, WA 98504-7841
(360) 236-3437

The Contract Manager for the Contractor is:
Rhonda Bierma
Harborview Medical Center
325 9th Avenue, Box 359930
Seattle, WA 98104
(206) 744-5109

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, contract 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 contract 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. applicable state and federal statutes and rules;
b. statement of work; and
c. any other provisions of the agreement, including materials incorporated by reference.

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 contract shall be used solely for the purposes of this contract. 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 reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the University through this contract. 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 contract. 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 contract 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, to the extent permitted by law.

RECORDS MAINTENANCE
The parties to this contract 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 or termination. 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. UW shall use its best efforts to prepare the copyrightable DELIVERABLES ("DELIVERABLES") as described in Statement of Work. UW 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, UW 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 UW 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 UW to enable UW to produce DELIVERABLES under this agreement (“DOH-supplied Information”). UW 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 UW shall obey all applicable privacy and confidentiality restrictions. Subject to the foregoing, both DOH and UW shall be free to use all information developed by UW.

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 UW and subject to standard UW 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 contract.

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. 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 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 or undesirable, 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 Contract, 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 contract and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor 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 contract. Notice may include notice by facsimile or email to Contractor's representative. Contractor 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 Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor 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 Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Contract will be terminated retroactive to the original date of termination. If the date Contractor 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 Contract 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, the department may terminate the contract, subject to renegotiation under those 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.

State of Washington
Department of Health

Betty Brickl
Contract Specialist

University of Washington

Authorized Signatory

7/16/2015
Date

June 11, 2015
Date
IN WITNESS WHEREOF, WE EXECUTE THIS AGREEMENT:
UNIVERSITY OF WASHINGTON

By
Johnese Spisso, R.N., M.P.A.
Vice President of Medical Affairs, UW
Chief Health System Officer, UW Medicine

Date
July 8, 2015

By
Mark S. Green
Associate Dean for Business
School of Medicine

7/8/15

By
William J. Bremner, M.D., Ph.D.
Chair, Department of Medicine
School of Medicine

7/1/15
EXHIBIT A
STATEMENT OF WORK
DOH CONTRACT N21329

UW HARBORVIEW MEDICAL CLINIC AT KITSAP HEALTH DISTRICT, COMMUNITY HEALTH CENTER OF SNOHOMISH COUNTY, SEAMAR HEALTH CENTER IN THURSTON COUNTY, AND UW NEIGHBORHOOD CLINIC IN FEDERAL WAY – SATELLITE CLINICS

TO PROVIDE PRIMARY HIV CARE SERVICES

PURPOSE:
The purpose of this contract is to improve access to primary medical care for HIV positive persons residing in Kitsap, Thurston, King, Snohomish, Island, San Juan, Skagit and surrounding counties.

- To improve access to primary medical care for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in Kitsap and surrounding counties, the University will provide primary medical care at a satellite clinic located at the Kitsap County Health District.
- To improve access to primary medical care for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in Snohomish, Island, San Juan, Skagit, and surrounding counties, the University will provide primary medical care at a satellite clinic located at the Community Health Center of Snohomish County.
- To improve access to primary medical care for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in Thurston and surrounding counties, the University will provide primary medical care at a satellite clinic located at the SeaMar Health Center in Olympia.
- To improve access to primary medical care for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in King and surrounding counties, the University will provide primary medical care at a satellite clinic located at the UW-Neighborhhod Clinic in Federal Way.

This Statement of Work addresses costs associated with the provision of a physician and medical assistant to provide primary care services at each satellite clinic and a patient care coordinator and administrative specialist to coordinate all appointments and referrals related to these clinics. The Department of Health funds costs associated with clinic space, nursing staff, and administrative support for this project under separate contracts with Kitsap County Health District, SeaMar Community Health Center in Olympia, and Community Health Center of Snohomish County.

Purpose:
The Contractor, the University, will station a physician at:

- Kitsap County Health District a minimum of 66 clinic days per contract period (July 1, 2015 to June 30, 2016)
- Community Health Center of Snohomish County a minimum of 66 clinic days per contract period (July 1, 2015 to June 30, 2016)
- SeaMar Community Health Center in Thurston County a minimum of 22 clinic days per contract period (July 1, 2015 to June 30, 2016)
- UW-Neighborhood Clinic in Federal Way a minimum of 44 clinic days per contract period (July 1, 2015 to June 30, 2016)

The University will distribute an evaluation survey (provided by the Department of Health) to each patient during the initial visit with a physician.

Medical services provided must be consistent with U.S. Public Health Service treatment guidelines for HIV/AIDS.

Deliverables:
Quarterly Report consisting of the following information:
EXHIBIT A
STATEMENT OF WORK
DOH CONTRACT N21329

a. Service Units – Indicate the number of patients seen by the physician. The information provided will be de-identified and will not include protected health information.
   i. Total number of visits
   ii. Number of no-shows
   iii. Number of visits with the physician
   iv. Number of visits with the nurse
   v. Unduplicated number of patients by month
   vi. Cumulative number of unduplicated patients during project period

b. Completed Surveys – Use survey provided by the Department of Health. The surveys do not require the disclosure of protected health information to Department of Health.
   i. Submit surveys completed by all new patients.

c. Program Narrative
   i. Accomplishments for the reporting period
   ii. Challenges or barriers to providing services
   iii. Budget problems or concerns

d. Fiscal
   i. Indicate expended to date and funds anticipated to be expended during the remainder of the contract

<table>
<thead>
<tr>
<th>Reporting Time Period</th>
<th>Report due date</th>
<th>Clinics</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2015 – September 30, 2015</td>
<td>October 31, 2015</td>
<td>Kitsap, Snohomish, Thurston, King</td>
</tr>
<tr>
<td>October 1, 2015– December 31, 2015</td>
<td>January 31, 2016</td>
<td>Kitsap, Snohomish, Thurston, King</td>
</tr>
<tr>
<td>January 1, 2016 – March 31, 2016</td>
<td>April 30, 2016</td>
<td>Kitsap, Snohomish, Thurston, King</td>
</tr>
<tr>
<td>April 1, 2016 – June 30, 2016</td>
<td>June 30, 2016</td>
<td>Kitsap, Snohomish, Thurston, King</td>
</tr>
</tbody>
</table>
## EXHIBIT B, BUDGET
DOH CONTRACT N21329

### UW HARBORVIEW MEDICAL CLINIC – SATELLITE CLINICS

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Personnel</strong> - List all funded positions and provide for each: 1) job title; 2) <strong>employee last name</strong>: 3) brief description of duties and responsibilities as they relate to this project; 4) amount to be charged to the grant; 5) if position is vacant, provide estimate as to when position will be filled.</td>
<td>$169,519</td>
</tr>
</tbody>
</table>

1) Physician; 2) Harrington; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $10,798.

1) Physician; 2) Wood; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $43,928.

1) Physician; 2) Shah; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $12,810.

1) Physician; 2) Behrens; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $17,415.

1) Physician; 2) Dunaway; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $9,733.

1) Physician; 2) Kim; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $8,494.

1) Physician; 2) TBD; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $12,809; 5) Expected date of hire – July 1, 2015.

1) Physician; 2) TBD; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $12,809; 5) Expected date of hire – July 1, 2015.

1) Medical Assistant; 2) TBD; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $21,934; 5) Expected date of hire – July 1, 2015.

*Purchased Service: 1) Physician; 2) Green; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $2,000.

*Extra Compensation: 1) Physician; 2) Barnabas; 3) Provide primary care to HIV-positive individuals and HIV negative people for PEP/PrEP at the satellite clinic locations; 4) $2,000.

*Extra Compensation and Purchased Service physicians will be reimbursed on a per clinic basis. Reimbursement amount will be $500 per clinic day.
EXHIBIT B, BUDGET  
DOH CONTRACT N21329

1) Patient Care Coordinator; 2) Engbreton; 3) Coordinates scheduling for all satellite clinic patients, processes new patient intakes, maintains database for DOH reports, and processes patient referrals; 4) $8,941

1) Administrative Specialist; 2) Turtel; 3) Coordinates scheduling for all satellite clinic patients, processes new patient intakes, maintains database for DOH reports, and processes patient referrals; 4) $5,848

<table>
<thead>
<tr>
<th>B. Fringe Benefits - List the components that comprise the fringe benefit rate, for example, health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement. The fringe benefits should be directly proportional to that portion of the personnel costs supported by DOH funds.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll Load Rates For Primary Care Physicians ($28,978)</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
<tr>
<td>Payroll Load Rates For Classified Staff - Patient Care Coordinator ($3,165)</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
<tr>
<td>Payroll Load Rates For Classified Staff – Medical Assistant ($7,765)</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
<tr>
<td>Payroll Load Rates For Professional Staff – Administrative Specialist ($1,632)</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Travel - List all staff travel anticipated to occur during the contract period; who will travel, where, when, and for what purposes. All travel must directly benefit work supported by DOH funds.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitsap Satellite Clinic: Physicians will travel to/from Bremerton via the Ferry system for each clinic day. The cost of the 8 Wave2Go Ferry 90-day passes is $64.50 ($64.50 x 2 passes x 4 quarters = $516). The cost of a Single Trip WA State Ferry Ticket is $8.00 ($8.00 x 35 trips = $280)</td>
</tr>
<tr>
<td>Everett Satellite Clinic: Physicians will travel to/from Community Health Center of Snohomish County by private car for each clinic day. They will be reimbursed at $.56 per mile ($0.56 x 46 miles x 69 trips = $1,777).</td>
</tr>
<tr>
<td>Federal Way Satellite Clinic: Physicians will travel to/from Neighborhood Clinic in Federal Way by private car for each clinic day. They will be reimbursed at $.56 per mile ($0.56 x 44 miles x 46 trips = $1,133).</td>
</tr>
<tr>
<td>Olympia Satellite Clinic: Physicians will travel to/from SeaMar in Olympia by private car for each clinic day. They will be reimbursed at $.56 per mile ($0.56 x 129 miles x 23 trips = $1,662).</td>
</tr>
</tbody>
</table>
**EXHIBIT B, BUDGET**  
**DOH CONTRACT N21329**

<table>
<thead>
<tr>
<th><strong>D. Supplies</strong> - List items separately by type, i.e., office supplies (paper, pencils, etc.), educational supplies (pamphlets, educational videotapes, etc.), computers/software, etc.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical supplies - includes blood collection tubes, gauze pads, urinalysis kits, speculums, swabs, vaccines, etc.) ($2,400)</td>
<td>$2,820</td>
</tr>
<tr>
<td>Other (office supplies, lab transport supplies ($420)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>E. Other (Itemize)</strong> - List all costs that do not fit into any other category and provide an explanation of each cost. In some cases, lead agency rent, utilities and insurance fall under this category, if they are not included in an approved indirect cost rate.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet connectivity on the Ferry. This allows the physicians to document their patient encounters in the hospital’s electronic medical record ($9.95/month x 12 months = $120).</td>
<td>$120</td>
</tr>
</tbody>
</table>

| **F. Total Direct Charges** - Sum of above. | $219,367 |

| **G. Administrative Costs** - List all expenses incurred in the course of administering the contract comparable to those typical of the administration of any grant, including grant application/planning, contracting, invoicing, reporting, reimbursement, monitoring, support of subcontractors, and agency indirect rate. |  |

| **H. Total Funding - Line F +G** | $219,367 |
EXHIBIT C
SPECIAL REQUIREMENTS
DOH CONTRACT N21329

UW HARBORVIEW MEDICAL CLINIC – SATELLITE CLINICS

COMPENSATION AND PAYMENT

i) Funds provided in the Budget are for services provided during the period July 1, 2015 – June 30, 2016. The contractor shall submit all claims for payment for costs due and payable under this contract incurred during this period by **July 31, 2016**. Washington State Department of Health 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 Washington State Department of Health 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.

iii) **Submission of Invoice Vouchers** – On a quarterly basis, the contractor shall submit correct A19-1A invoice vouchers amounts billable to Washington State Department of Health under this contract.

<table>
<thead>
<tr>
<th>Quarter of A19 Invoice</th>
<th>A19 Invoice due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2016 – March 31, 2016</td>
<td>April 25, 2016</td>
</tr>
<tr>
<td>April 1, 2016 – June 30, 2016</td>
<td>July 31, 2016</td>
</tr>
</tbody>
</table>

(1) The contractor shall use and adhere to the DOH Infectious Disease Reimbursement Guidelines and Forms when submitting A19 invoice voucher requests to DOH.

iv) **Advance Payments Prohibited** Funds are “cost reimbursement” funds. Washington State Department of Health 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.

E-mail invoices to: [ID.Operations@doh.wa.gov](mailto:ID.Operations@doh.wa.gov)

**Professional Fee Billing:**

The parties expressly agree that payment of the budgeted items are intended to offset the University’s costs of conducting the project, to fund program support, and the associated reporting to Department of Health. Payment for physically locating a physician to provide increased access and availability at the Kitsap County Health District, Community Health Center of Snohomish County, SeaMar Health Center in Thurston County, and UW Neighborhood Clinic in Federal Way is not intended to preclude the usual and customary billing of third party payers for medical services provided. Nor is the Department of Health seeking to pay for the delivery of medical services such that it is a primary or secondary payer of patient care services. The University will submit a report by **July 31, 2016**, which shows that even though they have billed third party payers for medical services in addition to DOH funding, their total direct and indirect expenses have been equal to or greater than their total revenue.
EXHIBIT C
SPECIAL REQUIREMENTS
DOH CONTRACT N21329

Contract Modifications:

(1) **Notice of Change in Services** – The University shall notify DOH program staff, within 45 days, if any situations arise that may impede provision of the services contained in the Statement of Work. DOH and the University will agree to strategies for resolving any shortfalls. DOH retains the right to withhold funds in the event of noncompliance.

(2) **Transfer of Funds among Budget Categories** – The University may transfer contracted funds identified in Exhibit B among direct expense categories, EXCEPT equipment, as long as the amount of the cumulative transfer does not exceed ten percent of the total contracted funds for the fiscal year and does not change the Statement of Work.

(3) **Unilateral Amendment** – The DOH Contracting Officer may unilaterally amend the contract in order to (a) correct a clerical error.

(4) **Other Contract Amendment, by Mutual Written Approval** – Changes in this contract may be made without the DOH Contracting Officer’s approval, provided that DOH program staff and the University approve the changes via email, specifying the changes, AND
   (a) The total maximum consideration for the contract is not increased or decreased as a result of the change,
   (b) The change results in an off-setting transfer of funds between expenditure categories, and
   (c) The Statement of Work does not change.

(5) **Contract Amendments – Effective Date** – The University shall not begin providing the services authorized by a contract amendment until such time as the contactor has received a signed, fully executed copy of the contract amendment from DOH.

Confidentiality Requirements:

The University (and its subcontractors, if any) must preserve the confidentiality of the clients they serve pursuant to the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW). Failure to maintain client confidentiality could result in civil or legal litigation against employees or agencies per the WAC and RCW.

**Category One:** Contractors 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.* Proof of the contractor meeting these requirements may be requested during a site visit or audit. To meet the requirements the contractor must have the following in place:

- Clearly written agency policies regarding confidentiality and security of records;

- Appropriate physical and electronic security measures to prevent unauthorized disclosures;

- Signed statements of confidentiality and security for the staff member hired under this agreement who has access to sensitive information, either through access to files or
through direct contact with clients. This statement will be on file at the University’s office and updated yearly; and

- Appropriate confidentiality training provided to the staff member hired under this agreement with records of attendance.

Technical assistance is available through the Washington State Department of Health.

*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.