CONTRACT NUMBER: HSP24204

SUBRECIPIENT *
☐ YES ☑ NO

FFATA FORM REQUIRED
☐ YES ☑ NO

INTERAGENCY AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
HARBORVIEW MEDICAL CENTER

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and Harborview Medical Center, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: Harborview Medical Center (HMC Madison Clinic) shall provide HIV-centered client services to People at High Risk (PAHR) and People Living with HIV (PLWH). Services are to include case management and prevention services.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The Contractor 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 July 01, 2019 and be completed on June 30, 2020, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

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 $1,944,540 in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. 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:
Federal: $0 State: $120,632 Other: $1,823,908 TOTAL: $1,944,540

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

BILLING PROCEDURE: Payment to the Contractor 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.

Any unauthorized access or use of confidential information must be reported to the DOH IT Security Officer at (360) 236-4432. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any non-declass considered necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

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: Sally Shurbaji
Office: Office of Infectious Disease
Agency: Department of Health
Address: PO Box 47841
City, State, Zip: Olympia, WA 98504-7841
Phone: (360) 236-3489

The Contract Manager for the Contractor is:
Name: Jennifer Magnani
Title: N/A
Agency: Harborview Medical Center
Address: 325 Ninth Avenue, Box 359760
City, State, Zip: Seattle, WA 98104-2499
Phone: (206) 744-5159
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. Primary document (document that includes the signature page)
   2. Statement of Work (Exhibit A)

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. Contractor 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. Contractor 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 Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor 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 contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor'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 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: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH IT Security Officer, Contractor receiving confidential information under this contract assures that:

- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: https://ocio.wa.gov/policy/securing-information-technology-assets.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
  - Documented access authorization and change control procedures;
  - Card key systems that restrict, monitor and log access;
  - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
  - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
  - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
  - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
  - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
  - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
  - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
  - Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and Intrusion detection/prevention systems;
- A documented and tested incident response plan

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

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 Contractor, 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 sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor’s duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor 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 Contractor, and the Contractor 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 Contractor 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 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 Agreement. 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 Agreement 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 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.

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>Paul Hayes, RN</td>
<td>July 15, 2019</td>
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<tr>
<th>EXECUTIVE DIRECTOR</th>
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<tr>
<td>DOH CONTRACTING OFFICER SIGNATURE</td>
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<td>Frank Webley Contract Specialist</td>
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This contract has been approved as to form by the attorney general.
**EXHIBIT A STATEMENT OF WORK**
**DOH CONTRACT HSP24204**
**HARBORVIEW MEDICAL CENTER**
**HMC MADISON CLINIC**
**JULY 01, 2019 – JUNE 30, 2020**

**Contract Purpose:** Harborview Medical Center (HMC Madison Clinic) shall provide HIV-centered client services to People at High Risk (PAHR) and People Living with HIV (PLWH). Services are to include case management and prevention services.

**Period of Performance:** July 01, 2019 through June 30, 2020

**Contract Consideration:** Not to exceed $1,944,540

<table>
<thead>
<tr>
<th>Task</th>
<th>Task/Activity/Description</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
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<tbody>
<tr>
<td><strong>HIV Community Services - Care</strong></td>
<td></td>
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<tr>
<td>Case Management</td>
<td>Provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Includes all types of case management encounters with or on behalf of client (face-to-face, phone contact, any other forms of communication). Activities may include: 1) initial assessment of need; 2) development of individualized care plan; 3) coordinated access to health and support services; 4) client monitoring to assess the care plan; 5) re-evaluation of the care plan; 6) ongoing assessment of client's needs; 7) treatment adherence counseling; 8) client-specific advocacy or review of utilization of services; 9) benefits counseling.</td>
<td>Agency must create a file for each consumer receiving Early Intervention Services within 48 business hours from the time of Client Intake.</td>
<td>$1,367,931 – MI 1261855C – Local Rebate</td>
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<td></td>
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<td>Quarterly Reports are Required - Deliverables for this reporting period have been identified and can be referenced in your Quarterly Report Grid.</td>
<td></td>
<td>$455,977 – MI 1261850C – Local Rebate</td>
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<td><strong>HIV Community Services - Prevention</strong></td>
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<tr>
<td>PAHR Services</td>
<td>Funded services for PAHR are outlined in FY20 PAHR Services Implementation Guidelines. This service category is focused on PrEP? Navigation and other supportive PrEP services including, but not limited to, condom distribution, healthcare navigation and coordination, and other activities to support the reach and recruitment of PrEP clients.</td>
<td>Expand HIV Community Services for PAHR</td>
<td></td>
<td>$120,632 – MI 12401100 - State HIV Prevention</td>
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<td>Improve access to and utilization of PrEP among PAHR, including access to health insurance.</td>
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<td>Improve availability, accessibility, and utilization of condoms</td>
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<td>Agency-Specific Services</td>
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<td>Deliverables for this reporting period have been</td>
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Revision April 2019
Page 7 of 12
EXHIBIT A STATEMENT OF WORK
DOH CONTRACT HSP24204
HARBORVIEW MEDICAL CENTER
HMC MADISON CLINIC
JULY 01, 2019 – JUNE 30, 2020

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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.


3. Title XIX HIV Medical Case Management – Reference pages 42-43 in the HCS Manual


5. HIV Statewide Data System – Reference pages 136-144 in the HCS Manual

6. 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.


10. 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.

11. 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.


a. Fiscal Guidance

i) Funding – The CONTRACTOR shall submit all claims for payment for costs due and payable under this statement of work by July 31, 2020. 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 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Audits.

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


vii) 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.
viii) 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.

ix) Funds for Needle Exchange Programs Not Allowed – CONTRACTOR shall not expend contract funds to support needle exchange programs using funds from HIV Community Services Tasks.

x) 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
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DOH CONTRACT HSP24204
HARBORVIEW MEDICAL CENTER
HMC MADISON CLINIC
JULY 01, 2019 – JUNE 30, 2020

assistance is available through DOH.

13. Material Review and Website Disclaimer Notice

In accordance with all federal guidance, contractors receiving funds through this RFA will:

1. 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 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

2. 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.”

14. 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.


16. Whistleblower

   a. 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, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by an agreement, policy, form, or condition of employment.

   b. 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:
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HMC MADISON CLINIC
JULY 01, 2019 – JUNE 30, 2020

c. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
d. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. & 4712 in the predominant native language of the workforce; and,
e. CONTRACTOR and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

17. Allowable Costs
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:

**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
Sally Shurbaji
DOH, HIV Client Services
PO Box 47841, Olympia, WA 98504-7841
Phone: (360) 236-3489/Fax: (360) 664-2216
Sally.Shurbaji@doh.wa.gov

DOH Program Contact, PAHR
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