



<b>CONTRACT NUMBER:</b> HED24471-0	<b>SUBRECIPIENT *</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	<b>FFATA FORM REQUIRED</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

**INTERAGENCY AGREEMENT  
Between  
STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
And  
UNIVERSITY OF WASHINGTON**

**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 improve access to primary medical care for HIV positive persons, and to provide PEP/PrEP for HIV negative people, residing in Kitsap, Thurston, King, Snohomish, Island, San Juan, Skagit and surrounding counties.

**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 **July 1, 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](http://www.dnb.com).

Information about your organization and this Agreement will be made available on [www.USASpending.gov](http://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.



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: Cher Levenson  
Office: DCHS/IDCS  
Address: Department of Health  
Address: PO Box 47841  
City,  
State,  
Zip: Olympia, WA 98504-7841  
Phone: (360) 236-3453

The Contract Manager for the University is:

Name: Gwen Baker  
Title: Contract Manager  
Company: University of Washington  
Address: 325 9<sup>th</sup> Avenue/P.O. Box 359930  
City, State,  
Zip: Seattle, WA 98104  
Phone: (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, 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. Federal compliance and Standard Federal Certifications and Assurances (Attachment 1)
  2. Primary document (document that includes the signature page)
  3. 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 reserves 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

**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 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.

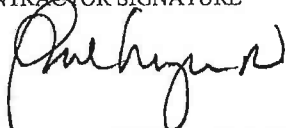

In the event funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may terminate the contract, subject to renegotiation under these new funding limitations and conditions.

**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.

CONTRACTOR SIGNATURE 	DATE 9.30.19
PRINT OR TYPE NAME Paul Hayes, RN	TITLE Executive Director
DOH CONTRACTING OFFICER SIGNATURE  Frank Webley Contract Specialist III	DATE 9/30/19

**RECEIVED**

SEP 30 2019

Page 7 of 13

**EXHIBIT A**  
**STATEMENT OF WORK**  
**DOH CONTRACT # HED24471-0**  
**UNIVERSITY OF WASHINGTON**  
**SATELLITE CLINICS OF HARBORVIEW MEDICAL CENTER**  
**TO PROVIDE PRIMARY HIV CARE SERVICES**  
**JULY 1, 2019 – JUNE 30, 2020**

The purpose of this contract is to improve access to primary medical care for HIV positive persons, and to provide PEP/PrEP for HIV negative people, 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 UW-Neighborhood Clinic 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-Neighborhood Clinic in Federal Way.
- To improve access to primary medical care for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in Renton and surrounding areas, the University will provide primary medical care at a satellite clinic located at the Renton Valley Medical Center.
- To improve access to primary medical care for patients of the SHE Clinic, residing in King and surrounding counties, the University will provide primary medical care at the SHE Clinic.
- To improve access to primary medical care for vulnerable HIV-positive individuals and HIV negative individuals in need of a walk-in clinic, the University will provide primary medical care at the Harborview Medical Center in Seattle, Washington.

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, UW-Neighborhood Clinic in Olympia, UW-Neighborhood Clinic in Federal Way, Renton Valley Medical Center, 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, 2019 to June 30, 2020)
- Community Health Center of Snohomish County a minimum of 66 clinic days per contract period (July 1, 2019 to June 30, 2020)
- UW-Neighborhood Clinic in Thurston County a minimum of 22 clinic days per contract period (July 1, 2019 to June 30, 2020)



**EXHIBIT A**  
**STATEMENT OF WORK**  
**DOH CONTRACT # HED24471-0**  
**UNIVERSITY OF WASHINGTON**  
**SATELLITE CLINICS OF HARBORVIEW MEDICAL CENTER**  
**TO PROVIDE PRIMARY HIV CARE SERVICES**  
**JULY 1, 2019 – JUNE 30, 2020**

- UW-Neighborhood Clinic in Federal Way a minimum of 44 clinic days per contract period (July 1, 2019 to June 30, 2020)
- Renton Valley Medical Center a minimum of 42 clinic days per contract period (July 1, 2019 to June 30, 2020)
- SHE Clinic a minimum of 44 clinic days per contract period (July 1, 2019 to June 30, 2020)
- HMC MOD Clinic a minimum of 250 clinic days per contract period (July 1, 2019 to June 30, 2020).

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

**Deliverables:**

Beginning with Provide Enterprise availability or January 1, 2020 (if earlier), client level data entry for Outpatient Ambulatory Health service visits for persons living with HIV must be entered in the Washington State Department of Health client level data system. PrEP visits may also be required to be documented in the Provide Enterprise system.

Data must be entered into the Provide Enterprise system within **5** days of the service provided.

Quarterly Report consisting of the following information (until Provide Enterprise is available for client level data entry):

- 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  
by visit type – HIV Medical Care; PrEP; PEP
  - 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. Program Narrative
  - i. Accomplishments for the reporting period
  - ii. Challenges or barriers to providing services
  - iii. Budget problems or concerns

Annual Report consisting of the following information:

- a. Service Units – Indicate the number of patients seen at the Satellite Clinics. The information provided will be de-identified and will not include protected health information.
  - i. Total number of clients seen at Satellite Clinics
  - ii. Total number of visits
    - a. By visit type – HIV Medical Care; PrEP; PEP
  - iii. Number of no-shows
  - iv. Number of visits with the physician

**EXHIBIT A**  
**STATEMENT OF WORK**  
**DOH CONTRACT # HED24471-0**  
**UNIVERSITY OF WASHINGTON**  
**SATELLITE CLINICS OF HARBORVIEW MEDICAL CENTER**  
**TO PROVIDE PRIMARY HIV CARE SERVICES**  
**JULY 1, 2019 – JUNE 30, 2020**

- v. Number of visits with the nurse
- vi. Unduplicated number of patients at each clinic
- vii. Viral load of patients seen
- viii. Number of clients receiving at least one viral load test

b. Program Narrative

- ix. Accomplishments for the year
- x. Challenges or barriers to providing services
- xi. Budget problems or concerns

c. Fiscal

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

Reporting Time Period	Report due date
July 1, 2019 – September 30, 2019	October 31, 2019
October 1, 2019– December 31, 2019	January 31, 2020
January 1, 2020 – March 31, 2020	April 30, 2020
April 1, 2020– June 30, 2020	June 30, 2020

**Budget**

	Snohomish, Kitsap, Federal Way, Olympia, Renton	MOD Clinic	SHE Clinic		TOTAL
<b>Direct Expenses</b>					
Salaries	\$237,871	\$137,059	\$100,399		\$475,329
Benefits	\$69,172	\$42,709	\$37,426		\$149,307
Travel	\$5,961	\$0	\$1,094		\$7,055
Supplies	\$2,900	\$6,000	\$2,400		\$11,300
Other	\$933	\$2,220	\$240		\$3,393
<b>Indirect Expenses</b>					
Indirects	\$31,684	\$18,799	\$14,155		\$64,638
<b>Total</b>	<b>\$348,521</b>	<b>\$206,787</b>	<b>\$155,714</b>		<b>\$711,022</b>

**EXHIBIT A  
STATEMENT OF WORK  
DOH CONTRACT # HED24471-0  
UNIVERSITY OF WASHINGTON  
SATELLITE CLINICS OF HARBORVIEW MEDICAL CENTER  
TO PROVIDE PRIMARY HIV CARE SERVICES  
JULY 1, 2019 – JUNE 30, 2020**

**SPECIAL REQUIREMENTS**

**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 – REFERENCE PAGES 15-17 IN THE HCS MANUAL**

**3. TITLE XIX HIV MEDICAL CASE MANAGEMENT – REFERENCE PAGES 42-43 IN THE HCS MANUAL**

**4. QUALITY MANAGEMENT/IMPROVEMENT ACTIVITIES – REFERENCE PAGES 132-135 IN THE HCS MANUAL**

**5. HIV STATEWIDE DATA SYSTEM – REFERENCE PAGES 136-144 IN THE HCS MANUAL**

**COMPENSATION AND PAYMENT**

- i) The contractor shall submit all claims for payment for costs due and payable under this contract incurred during this period by **July 25, 2020**. 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 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 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.
- (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:**

**EXHIBIT A**  
**STATEMENT OF WORK**  
**DOH CONTRACT # HED24471-0**  
**UNIVERSITY OF WASHINGTON**  
**SATELLITE CLINICS OF HARBORVIEW MEDICAL CENTER**  
**TO PROVIDE PRIMARY HIV CARE SERVICES**  
**JULY 1, 2019 – JUNE 30, 2020**

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, 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, 2020**, 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.

**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 contractor 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 or (b) add emergency care or special purchase funds such as those earmarked for specific equipment purchases, or to meet the changing or emergent service needs of the community.

The contractor shall be notified fourteen (14) days in advance of the effective date.

- (4) **Other Contract Amendment, by Letter of Authority** – Changes in this contract may be made without the DOH Contracting Officer's approval, provided that DOH program staff and the University approve a written Letter of Authority 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 contractor has received a signed, fully executed copy of the contract amendment from DOH.

**Confidentiality Requirements:**

**EXHIBIT A**  
**STATEMENT OF WORK**  
**DOH CONTRACT # HED24471-0**  
**UNIVERSITY OF WASHINGTON**  
**SATELLITE CLINICS OF HARBORVIEW MEDICAL CENTER**  
**TO PROVIDE PRIMARY HIV CARE SERVICES**  
**JULY 1, 2019 – JUNE 30, 2020**

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.