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: The purpose of this Contract is to provide Prevention and Care Services to clients, 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).

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, 2022 and be completed on June 30, 2023, 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.

To comply with the act and be eligible to enter into this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization. If you do not already have one, you may receive a UEI number free of charge by contacting System for Award Management (SAM) at SAM.GOV.
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 $2,569,982.00 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: $0.00  State: $391,357.00  Other: $2,178,625.00  TOTAL: $2,569,982.00

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 Chief Information Security Officer at security@doh.wa.gov. The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures 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: Maggie Miller
Office: DCHS / IDCP
Agency: Department of Health
Address: PO Box 47840
City, State, Zip: Olympia, WA 98504-7840
Phone: (360) 584-7758

The Contract Manager for the Contractor is:
Name: Sandra Herrera
Title: Associate Director – Ambulatory Care, Social Work Dept.
Agency: Harborview Medical Center
Address: 325 Ninth Ave, Box 359760
City, State, Zip: Seattle, WA 98104
Phone: (206) 744-4486
DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

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

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

A. Federal statutes and regulations
B. State statutes and regulations
C. Agreement amendments
D. The Agreement (in this order)

1. Special Terms and Conditions (Exhibit C if used)
2. Primary document (document that includes the signature page)
3. Statement of Work (Exhibit A)
4. Contractor Vaccination Certification (Exhibit D)

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 Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- 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;
o Complex passwords that are systematically enforced and password expiration not to exceed 120
days, dependent user authentication types as defined in OCIO security standards;
o Strong multi-factor authentication mechanisms that assure the identity of individuals who access
Confidential Information;
o Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for
Confidential Information, until administrator reset;
o AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard
algorithms validated by NIST CMVP;
o Firewall rules and network address translation that isolate database servers from web servers and
public networks;
o Regular review of firewall rules and configurations to assure compliance with authorization and
change control procedures;
o Log management and intrusion detection/prevention systems;
o 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 HERIN:** 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.

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<tr>
<th>CONTRACTOR SIGNATURE</th>
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<tr>
<td>Sommer Kleweno-Walley</td>
<td>7/5/2022</td>
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<th>PRINT OR TYPE NAME</th>
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<tr>
<td>Sommer Kleweno-Walley</td>
<td>Chief Executive Officer</td>
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This contract has been approved as to form by the attorney general.
**EXHIBIT A, DOH CONTRACT HSP27202-0**  
**STATEMENT OF WORK**  
**HARBORVIEW MEDICAL CENTER**  
*Period of Performance: July 01, 2022 through June 30, 2023*

**PURPOSE:** The purpose of this Contract is to provide Prevention and Care Services to clients, 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).

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<td>HIV Community Services - Care</td>
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| Case Management                | 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. | Agency must create a file for each consumer receiving Case Management Services within 48 business hours from the time of Client Intake. Quarterly Reports are Required - Deliverables for this reporting period have been identified and can be referenced in your Quarterly Report Grid. **Please note:** This task requires client level data to be entered into Provide | Agency must adhere to DOH ID Reporting Requirements | $1,554,502—MI 1261852C – Local Rebate  
$1,554,502 for 7/1/22-3/31/23  
$518,167 – MI 1261853C – Local Rebate  
$469,656 for 4/1/23-6/30/23 |
| Outreach Services - Peer Navigation | Outreach Services provide the following activities: 1) linkage or re-engagement of PLWH who know their status into HRSF RWAP services and/or medical care, 2) referral to appropriate supportive services. Outreach Services provided to an individual or in small group settings cannot be delivered anonymously, as | Agency must enter data into the approved DOH data system for each consumer receiving Outreach Services within 48 business hours from the time of Client Intake. | Agency must adhere to DOH ID Reporting Requirements | $79,467 – MI 1261852C – Local Rebate  
$79,467 for 7/1/22-3/31/23  
$26,489 – MI 1261853C – Local Rebate |
## EXHIBIT A, DOH CONTRACT HSP27202-0
### STATEMENT OF WORK
#### HARBORVIEW MEDICAL CENTER

*Period of Performance: July 01, 2022 through June 30, 2023*

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<td>some information is needed to facilitate any necessary follow-up and care.</td>
<td>Please note: This task requires client level data to be entered into Provide</td>
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<td>$26,489 for 4/1/23-6/30/23</td>
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### HIV Community Services - Prevention

#### HIV Community Services-Prevention Activities

Funded services for people who may acquire HIV are outlined in FY23 HIV Community Services-Prevention Services Guidelines. This service category is focused on PrEP / prevention navigation and other supportive prevention services including, but not limited to, condom distribution, healthcare navigation and coordination, and other activities to support the reach and recruitment of PrEP/prevention navigation clients. This service category will:

- Expand the reach of HIV Community Services for people who may acquire HIV.
- Improve access to and utilization of PrEP among people who may acquire HIV, including access to PrEP/prevention navigation services and health insurance.
- Improve availability, accessibility, and acceptability of condoms.

For each 1.0 FTE dedicated to this service category, 100 annual PrEP/prevention navigation clients should be served and registered in Provide.

The contractor will enter all client-level data in Provide.

The contractor will develop FY23 Work Plan in coordination with OID using

| | Document client-level data in Provide. | Submit all data by the 10th of each month for the month prior. | $234,251 – MI 12401100 - State HIV Prevention |
| | Submit FY23 Performance Objectives and Work Plan to OID Contract Manager. | | |
## EXHIBIT A, DOH CONTRACT HSP27202-0  
### STATEMENT OF WORK  
#### HARBORVIEW MEDICAL CENTER  
*Period of Performance: July 01, 2022 through June 30, 2023*

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| SHE Clinic | Harborview Medical Center, in partnership with the Aurora Commons and the Puget Sound Christian Medical Clinic, will provide primary health care and support services to underserved women on North Aurora Avenue. A Harborview Medical Case Manager will provide outreach, case management, assistance accessing insurance, other medical care, and other supportive services to ensure engagement and adherence to care. Services for People at High Risk include: Healthcare Navigation and Coordination (HN&C), PrEP Navigation, Psychosocial Support Services, Non-Medical Case Management, Medical Case Management, Outreach Services, Population-Based Services, and Health Education/Risk Reduction. | Goal 1: Expand HIV Community Services for PAHR:  
- Number of women at high for HIV Engaged (De-Duplicated) by HCS  
Goal 2: Improve access to and utilization of health insurance among PAHR  
- Number of women at high for HIV who receive Healthcare Navigation & Coordination Services (HN&C)  
- Number of women at high for HIV who enroll in health insurance plan  
Goal 3: Improve access to and utilization of PrEP among PAHR | $157,106 – MI 12401100 – State HIV Prevention  
$157,106 for 7/1/22-6/30/23 |
**EXHIBIT A, DOH CONTRACT HSP27202-0**  
**STATEMENT OF WORK**  
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*Period of Performance: July 01, 2022 through June 30, 2023*

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**PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE**

1. **Definitions**
   a. CONTRACTOR – Entity receiving funds directly from Washington State Department of Health (DOH) for client services to prevent or treat conditions named in the statement of work

2. **Client Eligibility and re-certification** – Reference the *Ryan White Part B, HIV Community Services (HCS) Manual* for more information

3. **Title XIX HIV Medical Case Management** – Reference the *HCS Manual* and *Infectious Disease Fiscal Manual* for more information. Any funds generated from Title XIX must be used to support or enhance Medical Case Management activities.

4. **Fiscal Management** – Reference the *Infectious Disease Fiscal Manual* for more information.

5. **Participation in Quality Management/Improvement activities** – Reference the *HCS Manual* for more information. For information not available in the HCS manual, connect with your OID contract manager

6. **HIV Statewide Data System** – All services funded through Ryan Part B, Ryan White Rebates or Title XIX must have client level data entered into the Provide™ Database System

7. **HIV, HCV and STI Testing Services (removed if just a care contract)**
   a) HIV testing services must follow *DOH Non-Clinical Testing Guidance* and *CDC Guidance for HIV Non-Clinical testing*.
   
   b) All DOH-funded HIV & STI testing data must be entered into EvaluationWeb unless written exception is approved. All testing data must be entered by the 10th of each month for tests conducted the month prior (e.g.: all tests conducted in January but be entered by February 10th).
   
   c) HCV testing must follow the Hep C Overview Implementation plan. For more information contact your contract manager.
   
   d) Monthly data collection for Hep C testing submitted to DOH as well as the appropriate surveillance reporting form if applicable. Please contact the DOH OID Integrated Testing Coordinator for more information.
   
   e) Any funds generated from payment for services should be reinvested with program intent.
   
   f) All testing contractors will have Quality Assurance plans outlining their testing programs on file with the Office of Infectious Disease. Please contact the DOH OID Integrated Testing Coordinator for more information.
   
   g) HIV test kits and controls should be procured through DOH.
EXHIBIT A, DOH CONTRACT HSP27202-0
STATEMENT OF WORK
HARBORVIEW MEDICAL CENTER

Period of Performance: July 01, 2022 through June 30, 2023

h) Hepatitis C test kits and controls should be procured through DOH approved sources. Please contact the DOH OID Integrated Testing Coordinator for more information.

i) STI (GC/CT) test kits should be procured through PHSKC Lab and CDD.

j) Contractor will present confidential HIV testing as the default option for all persons tested. If an anonymous test is performed for HIV, 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. Testing for infections other than HIV is not to be performed anonymously.

k) In the event of a standalone HIV test, if STI testing is available at the agency, the reason for no accompanying STI test must be documented. If the agency does not offer STI and/or HCV testing, a referral for STI and/or HCV testing must be documented.

l) Contractor will ensure that staff are licensed and available to perform HIV, Syphilis and HCV testing, as appropriate, using capillary and venous draws. Chlamydia and Gonorrhea testing can be accomplished by using DOH-supported self-collection kits provided by PHSKC or another lab.

m) HIV counseling/testing must be performed by personnel who have completed DOH-approved training. Staff providing STI testing services must also attend and complete any additional training as determined necessary by DOH.

n) For contractors offering HCV testing services, contractor must complete the DOH HCV testing and education course and be approved by the Office of Infectious Disease before providing HCV screening services. Please contact the DOH OID Testing Coordinator for more information.

o) Contractor shall report all reactive HIV, STI and HCV results to their LHJ as required by rule and in the manner prescribed by the local health jurisdictions.

p) Contractor must report all reactive HIV and Hep C results to DOH using the Preliminary Positive Reporting Form (provided by DOH), or the electronic equivalent, in the manner prescribed 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 EvaluationWeb. Preliminary Positive Reports must be submitted to DOH directly, not to local public health departments.

q) Persons with a reactive test result must be provided with partner services (PS) that follow current CDC and WA DOH guidelines for HIV/STI/HCV partner services. Contractors must refer people with reactive HIV/STI/HCV results to the local health jurisdiction for additional follow-up within 3 business days of a positive result. Please contact the DOH OID Testing Coordinator or your Local Health Jurisdiction for more information.

r) Contractor is expected to screen a minimum of 85% of testing clients. Screeners should be conducted for the following: PrEP eligibility, behavioral health, social services, benefits navigation (PrEP or health insurance), and risk reduction interventions. Please reference FY23 HIV community Services Prevention Implementation Guidelines for additional details about screeners.

8. HIV Community Services – Prevention Programs

a) HIV Community Services – Prevention programs must follow FY22 HIV Community Services- Prevention Implementation Guidelines.

b) All HIV Community Services – Prevention data, including individual level navigation services, outreach activities, and condom distribution, should be tracked through Provide unless written exception is approved. All client-level data must be entered into Provide™ within three (3) days of service provision.

c) HIV Community Services – Prevention data elements should be collected by all agencies funded to provide HIV Community Services- Prevention activities. These data elements may be referenced in FY23 HIV Community Services- Prevention Guidelines.

9. Reporting Requirements – Quarterly narrative reports are due on 25th of January, April, July, and October

10. Participation in Capacity Building and Technical Assistance Activities designed to increase efficacy of HIV Community Services
EXHIBIT A, DOH CONTRACT HSP27202-0
STATEMENT OF WORK
HARBORVIEW MEDICAL CENTER

Period of Performance: July 01, 2022 through June 30, 2023

a) Capacity building is the process by which individuals and organizations obtain, improve, and retain the skills, knowledge, tools, equipment, and other resources needed to do their jobs competently. Opportunities for capacity building and technical assistance for subcontractors will be offered throughout the contract year by WA DOH and other regional or national capacity building organizations.

11. Participation in Ending the HIV Epidemic and End the Syndemic Planning & Activities (only for services in King County)

a) Ending the HIV Epidemic: A Plan for America (EtHE) is a bold plan that aims to end the HIV epidemic in the United States by 2030. EHE is the operational plan developed by agencies across the U.S. Department of Health and Human Services (HHS) to pursue that goal. King County has been identified as one of the jurisdictions included in the ETE plan and Public Health Seattle & King County (PHSKC) is the lead agency in implementing this work. Subcontractors operating in King County will be expected to participate in ETE planning and activities in collaboration with PHSKC, as necessary, throughout the contract year.

12. Training requirements – Reference the HCS Manual for more information

13. Participation in Washington Syndemic Planning Process – Connect with your Office of Infectious Disease contract manager


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, 2023. 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.

iv. Advance Payments Prohibited – Reference the HCS Manual for more information

v. Payer of Last Resort – Reference the HCS Manual for more information

vi. Cost of Services – Reference the HCS Manual for more information

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.
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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.

xi. **Small and Attractive items** – Each agency shall perform a risk assessment (both financial and operational) on the agency’s assets to identify those assets that are particularly at risk or vulnerable to loss. Operational risks include risks associated with data security on mobile or portable computing devices that store or have access to state data. Assets so identified that fall below the state’s capitalization policy are considered small and attractive assets. Agency shall develop written internal policies for managing small and attractive assets. Internal policies should take into consideration the Office of the Chief Information Officer (OCIO) IT Security Standard 141 Section 5.8 Mobile

Computing and Section 8.3 Media Handling and Disposal at [https://ocio.wa.gov/policies](https://ocio.wa.gov/policies)

The agency shall implement specific measures to control small and attractive assets in order to minimize identified risks. Periodically, the agency should perform a follow up risk assessment to determine if the additional controls implemented are effective in managing the identified risks.

Agency must include, at a minimum, the following assets with unit costs of $300 or more:

1) Laptops and Notebook Computers
2) Tablets and Smart Phones

Agencies must also include the following assets with unit costs of $1,000 or more:

1) Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
2) Cameras and Photographic Projection Equipment
3) Desktop Computers (PCs)
4) Television Sets, DVD Players, Blu-ray Players, and Video Cameras (home type)

xii. **Food and Refreshments** - Food and refreshments are not allowable direct costs, unless provided in conjunction with allowable meetings, whose primary purpose is the dissemination of technical information. Pre-approval is required when food and refreshments are purchased
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for these meetings. A sign in sheet with the clients’ ID number from the DOH approved data system as well as an agenda is required in order to receive reimbursement for these charges.

Food for staff meetings/trainings is not allowable.

PLEASE NOTE: If meals/refreshments are purchased for lunch and learns or other allowable meetings, food can only be purchased for the clients only at per diem. Any expenses over per diem will be denied.

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:
   a. Partner Counseling and Re-Linkage Services (PCRS)
   b. HIV Testing Services
   c. Medical Providers providing services to agency’s medical case management clients
   d. Other Local Health Jurisdictions in the counties regularly served by the CONTRACTOR

   Technical assistance is available through DOH.

15. Content Review and Website Disclaimer Notice)
In accordance with all federal guidance, contractors receiving funds through DOH will submit all proposed written materials requiring review for HIV-related scientific or medical accuracy including written materials, audio visual materials, and pictorials, including social marketing and advertising materials, educational materials, social media communications (e.g., Facebook, twitter) and other electronic communications, such as internet/webpages to the OID Content Review Committee.

CONTRACTOR shall submit all materials to be reviewed for scientific or medical accuracy to:
   Michael Barnes, Washington State Department
   of Health
   PO Box 47841
   Olympia, WA 98504-7841
   Phone: 360-810-1880
   Email: Michael.Barnes@doh.wa.gov

For social marketing campaigns and media strategies, please adhere to the program guidance on the review of HIV-related educational and informational materials for CDC assistance programs
Program Guidance on the Review of HIV-related Educational and Informational Materials for CDC Assistance Programs
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16. 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.

17. Confidentiality Requirements – Reference the HCS Manual for more information

18. 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:
   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.

19. 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
   STI 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 Contract Manager, HIV Community Services – Ryan White Part B
Maggie Miller, DOH, HIV Client Services
PO Box 47841, Olympia, WA 98504-7841
360-584-7758/Fax: 360-664-2216
Maggie.miller@doh.wa.gov

DOH Program Contract Manager, HIV Community Services- Prevention
Caitlyn Brooks, DOH, Infectious Disease Prevention Services
PO Box 47841, Olympia, WA 98504-7841
564-999-3153/Fax: 360-664-2216
Caitlyn.brooks@doh.wa.gov

DOH Program Contact, DOH OID Integrated Testing Coordinator
Patrick Dinwiddie, DOH, Infectious Disease Prevention Services
PO Box 47841, Olympia, WA 98504-7841
360-688-8084/Fax: 360-664-2216
Patrick.Dinwiddie@doh.wa.gov
HIV Community Service Contractor Integrated Quarterly Report- FY22

<table>
<thead>
<tr>
<th>Contractor Name:</th>
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<tbody>
<tr>
<td>Contract Number:</td>
<td>☐ April – June</td>
</tr>
<tr>
<td>Contact:</td>
<td>☐ July – September</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>☐ October – December</td>
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</tbody>
</table>

**Directions:** Complete this form for the current reporting quarter. Please return to the HIV Community Services Contracts email box (HCSCOntracts@doh.wa.gov).

**Organizational Updates and Changes**

**Q1.** Describe any changes to your program staffing (specify PLWH or PAHR) or quality management infrastructure:

**Q2.** During the quarter, how did you build or strengthen new community partnerships?

**Consumers and Community Members**

**Q3.** Describe how your agency has involved consumers/community members in improving funded services during the quarter.

**Q4.** Describe your measurement or review of consumer experience/satisfaction during the quarter.

A. Identify the programs about which you gathered input (e.g. quality improvement, insurance navigation, medical case management services).

B. Identify how consumers/community members were involved in analysis of results:

C. Describe the feedback (satisfaction/experience) you gathered from clients, consumers, and/or community members:
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Activities, Achievement, Improvements
Q5. For each outcome, describe 1) activities, 2) achievements, and 3) barriers or improvement opportunities.

A. Expand HIV Community Services
B. Improve Access to and Utilization of Health Insurance
C. Improve Access to and Utilization of PrEP
D. Identify Undiagnosed HIV and STD Infection
E. Improve Availability, Accessibility, and Utilization of Condoms
F. Engagement in Case Management (Gap measure)
G. Engagement in HIV Medical Care and Viral Load Testing
H. Viral Load Suppression (including work on key populations to eliminate disparities)
I. Viral Load Suppression for those with Unstable Housing

Quality Performance Measure Review
Q6. Describe your review of the performance measures.
Q7. Did your review show any disparities amongst the clients you serve? If yes, describe:
Q8. How are you addressing disparities?
Q9. How are you addressing performance measures that are below the stated goal percentage?

Quality Improvement
Q10. For each quality improvement activity identified in your plan, please describe quality improvement activities your program engaged in during the last quarter.
Q11. Has change resulted in an improvement?

Technical Assistance Needs
Q12. What technical assistance or capacity building needs do you have? Please describe the program area.

Impact of COVID-19
Q13. How has COVID-19 impacted your agency and services during this quarter? Please discuss impact to both care and prevention programs.

Next Quarter and Sharing
Q14. What would you like to accomplish next quarter?
Q15. What else would you like to share with DOH?
Q16. What would you like to share with other HIV Community Services Partners?
EXHIBIT D, DOH CONTRACT HSP27202-0  
DEPARTMENT OF HEALTH  
Contractor/Vendor Certification  
Proclamation 21-14 - COVID-19 Vaccination Certification  
HARBORVIEW MEDICAL CENTER

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021) and as may be amended thereafter. The Proclamation requires contractors/vendors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.

I hereby certify, on behalf of the entity identified below, as follows:

**CONTRACTOR/VENDOR** Select...

**A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION.**

Explanation/Information/Definition

**CONTRACTOR/VENDOR HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION.** Contractor/Vendor:

1. Has reviewed and understands Contractor/Vendor’s obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);

2. Has developed a COVID-19 Vaccination Verification Plan for Contractor/Vendor’s personnel (including subcontractors) that complies with the above-referenced Proclamation;

3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor/Vendor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;

4. Complies with the requirements for granting disability and religious accommodations for Contractor/Vendor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;

5. Has operational procedures in place to ensure that any contract activities that occur in-person and on-site at Department of Health premises that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted.

6. Has operational procedures in place to enable Contractor/Vendor personnel (including subcontractors) who perform contract activities on-site at Department of Health premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation;
7. Will provide to Agency, upon request, Contractor/Vendor’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OR

**CONTRACTOR/VENDOR DOES NOT HAVE A COVID-19 CONTRACTOR/VENDOR VACCINATION VERIFICATION PLAN.** Contractor/Vendor does not have a current COVID-19 Contractor/Vendor Vaccination Verification Plan and, is not able to develop and provide a COVID-19 Contractor/Vendor Vaccination Verification Plan to ensure that personnel meet the COVID-19 vaccination requirements as set forth in the above-referenced Proclamation, and provide the same to Department of Health within twenty-four (24) hours of such request. [Note: Compliance with the Proclamation is mandatory and failure to comply could result in termination of contract/purchase order.]

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.
HSP27202-0 KR Signed Harborview Medical Center

Final Audit Report 2022-07-06

Created: 2022-07-05
By: Shannon May (shannon.may@doh.wa.gov)
Status: Signed
Transaction ID: CJCHBCAlBAAbAnF9Py89zuripuLnkDBmccQhlwvjRRDjpD

"HSP27202-0 KR Signed Harborview Medical Center" History

Document created by Shannon May (shannon.may@doh.wa.gov)

Document emailed to WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov) for signature
2022-07-05 - 11:07:20 PM GMT

Email viewed by WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov)

Document e-signed by WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov)
Signature Date: 2022-07-06 - 4:37:00 PM GMT - Time Source: server - IP address: 192.230.13.106

Agreement completed.
2022-07-06 - 4:37:00 PM GMT