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: 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, and Skagit 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, 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 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.

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 $802,751.00. Payment will not exceed this amount without a prior written amendment. Compensation includes but is not limited to all taxes, fees, surcharges, etc. DOH will authorize
payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. Any work done outside of the period of performance shall be provided at no cost to DOH.

Source of Funds:
Federal: $0  State: $183,936.00  Other: $618,815.00  TOTAL: $802,751.00

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

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

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

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

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

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the University shall immediately notify the DOH Chief Information Security Officer at security@doh.wa.gov. For the purposes of this Agreement, “immediately” shall mean within one business day.

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

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

B. Subsequent Disclosure

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

If responding to public record disclosure requests under RCW 42.56, the University agrees to notify and discuss with the DOH Chief Information Security 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.

<table>
<thead>
<tr>
<th>The Contract Manager for DOH is:</th>
<th>The Contract Manager for the University is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Maggie Miller</td>
<td>Name: Gwen Barker</td>
</tr>
<tr>
<td>Office: DCHS/IDCS</td>
<td>Title: Clinic Manager</td>
</tr>
<tr>
<td>Address: Department of Health</td>
<td>Company: Harborview Medical Center</td>
</tr>
<tr>
<td>Address: 101 Israel Rd SE</td>
<td>Address: 325 9th Ave, Mailstop 359930</td>
</tr>
<tr>
<td>City, State, Zip: Tumwater, WA 98504-7890</td>
<td>City, State, Zip: Seattle, WA 98104</td>
</tr>
<tr>
<td>Phone: 360-584-7758</td>
<td>Phone: (206) 744-5160</td>
</tr>
</tbody>
</table>

**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)  
   3. Contractor Vaccination Certification (Exhibit B)

**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 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 keys 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.

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Sommer Kleweno-Walley</td>
<td>6/16/2022</td>
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<tr>
<th>PRINT OR TYPE NAME</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>Sommer Kleweno-Walley</td>
<td>Chief Executive Officer</td>
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</table>

<table>
<thead>
<tr>
<th>DOH CONTRACTING OFFICER SIGNATURE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>06/16/2022</td>
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</table>
**STATEMENT OF WORK**  
DOH CONTRACT HED27221  
UNIVERSITY OF WASHINGTON

**Satellite Clinics of Harborview Medical Center**  
7/1/2022 through 6/30/2023

**Purpose of Statement of Work:** 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, and Skagit counties.

<table>
<thead>
<tr>
<th>Task Title</th>
<th>Task/Activity/Description</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Reimbursement Information and/or Amount</th>
</tr>
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<tbody>
<tr>
<td>Satellite Clinics</td>
<td>The Contractor will improve access to primary medical care by stationing a physician and/or other staff at the clinics listed below during the contract period of July 1, 2022 to June 30, 2023 at a minimum number of identified clinic days:</td>
<td><strong>HIV Community Services - Care</strong></td>
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<td>• 66 clinic days at Chi Franciscan for HIV-positive individuals and HIV negative people for PEP/PrEP residing in Kitsap and surrounding counties.</td>
<td>Beginning with Provide Enterprise availability, 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. Quarterly Report consisting of the following information (until Provide Enterprise is available for client level data entry):</td>
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<td>• 66 clinic days at Community Health Center of Snohomish County for HIV-positive individuals and HIV negative people for PEP/PrEP residing in Snohomish, Island, San Juan, Skagit, and surrounding counties.</td>
<td>a. <strong>Service Units</strong> – Indicate the number of patients seen by the physician. The information provided will be de-identified and will not include protected health information.</td>
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<td>• 22 clinic days at MultiCare in Olympia for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in Thurston and surrounding counties.</td>
<td>i. Total number of visits by visit type – HIV Medical Care; PrEP; PEP</td>
<td>Data must be entered into the Provide Enterprise system within 5 days of the service provided.</td>
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<td>ii. Number of no-shows</td>
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<td>iii. Number of visits with the physician</td>
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<td>iv. Number of visits with the nurse</td>
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<td>v. Unduplicated number of patients by month</td>
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<td>vi. Cumulative number of unduplicated patients during project period</td>
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<td>vii. Number of Unduplicated clients in Medical Case Management by agency</td>
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<td>b. <strong>Program Narrative</strong></td>
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<tr>
<td></td>
<td></td>
<td>i. Accomplishments for the reporting period</td>
<td></td>
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</tbody>
</table>

**Quarterly Reports:**  
- **Report due October 31, 2022**  
  July 1, 2022 – September 30, 2022  
  - **Report due January 31, 2023**  
    October 1, 2022 – December 31, 2022  
  - **Report due April 30, 2023**  
    January 1, 2023 – March 31, 2023  
  - **Report due June 30, 2023**  
    April 1, 2023 – June 30, 2023

<table>
<thead>
<tr>
<th>Amount</th>
<th>MI</th>
<th>Local Proviso</th>
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<tbody>
<tr>
<td>$155,090</td>
<td>12618521</td>
<td>7/1/22-3/31/23</td>
</tr>
<tr>
<td>$51,697</td>
<td>12618531</td>
<td>4/1/23-6/30/23</td>
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<tr>
<td>$309,021</td>
<td>1261852C</td>
<td>Local Rebates</td>
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<td>$309,021</td>
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<td>7/1/22-3/31/23</td>
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<tr>
<td>$103,007</td>
<td>1261853C</td>
<td>Local Rebates</td>
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<tr>
<td>$34,852</td>
<td>12630100</td>
<td>4/1/23-6/30/23</td>
</tr>
</tbody>
</table>
## STATEMENT OF WORK
DOH CONTRACT HED27221
UNIVERSITY OF WASHINGTON

### EXHIBIT A

<table>
<thead>
<tr>
<th>Task Title</th>
<th>Task/Activity/Description</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Reimbursement Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 44 clinic days at UW-Neighborhood Clinic in Federal Way for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in King and surrounding counties.</td>
<td>ii. Challenges or barriers to providing services&lt;br&gt;iii. Budget problems or concerns</td>
<td>Annual Report consisting of the following information:&lt;br&gt;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.&lt;br&gt;i. Total number of clients seen at Satellite Clinics&lt;br&gt;ii. Total number of visits&lt;br&gt;a. By visit type – HIV Medical Care; PrEP; PEP&lt;br&gt;iii. Number of no-shows&lt;br&gt;iv. Number of visits with the physician&lt;br&gt;v. Number of visits with the nurse&lt;br&gt;vi. Unduplicated number of patients at each clinic&lt;br&gt;vii. Viral load of patients seen&lt;br&gt;viii. Number of clients receiving at least one viral load test&lt;br&gt;ix. Number of Unduplicated clients in Medical Case Management by agency&lt;br&gt;b. Program Narrative&lt;br&gt;x. Accomplishments for the year&lt;br&gt;xi. Challenges or barriers to providing services&lt;br&gt;xii. Budget problems or concerns</td>
<td></td>
<td>State HIV CS END AIDS WA&lt;br&gt;$34,852 for 7/1/22 – 6/30/23</td>
</tr>
<tr>
<td>• 42 clinic days at Renton Valley Medical Center for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in Renton and surrounding areas.</td>
<td></td>
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<tr>
<td>• 250 clinic days at the Harborview Medical Center in Seattle for vulnerable HIV-positive individuals and HIV negative individuals in need of a walk-in clinic.</td>
<td></td>
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</tr>
<tr>
<td>SHE Clinic</td>
<td>The Contractor will improve access to primary medical care by stationing a physician and/or other staff at the SHE Clinic during the contract period of July 1, 2022 to June 30, 2023 at a</td>
<td>c. Fiscal&lt;br&gt;i. Indicate expended to date and funds anticipated to be expended during the remainder of the contract</td>
<td></td>
<td>$149,084.00 – MI 12630100 – State HIV CS END AIDS WA&lt;br&gt;$149,084 for 7/1/22 – 6/30/23</td>
</tr>
<tr>
<td>Task Title</td>
<td>Task/Activity/Description</td>
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<td>minimum number of identified clinic days.</td>
<td>- 44 clinic days at the SHE Clinic for patients of the SHE Clinic residing in King and surrounding counties.</td>
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</tbody>
</table>

**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.


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 10\textsuperscript{th} of each month for tests conducted the month prior (eg: all tests conducted in January but be entered by February 10\textsuperscript{th}).
   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.
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g. HIV test kits and controls should be procured through DOH.
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 ProvideTM 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
   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 Sydemic Planning & Activities (only for services in King county)
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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.

      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 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

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.

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 UW-Neighborhood Clinic in Olympia, CHI Franciscan in Kitsap, UW-Neighborhood Clinic in Federal Way, Renton Valley Medical Center, and Community Health Center of Snohomish County.

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

20. Professional Fee Billing
   The parties expressly agree that payment of the budgeted items are intended to offset the University’s costs of conducting the project, to fund program support, and the associated reporting to Department of Health. Payment for physically locating a physician to provide increased access and availability at CHI Franciscan, 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, 2023, 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.

21. Confidentiality Requirements:

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

22. 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.

**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
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 firm identified below, as follows

**UNIVERSITY OF WASHINGTON**

**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.