



CONTRACT NUMBER: HED28148-0	SUBRECIPIENT * <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	FFATA FORM REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

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

THIS AGREEMENT is made and entered into by and between the State of Washington Department of Health, hereinafter referred to as DOH, and the University of Washington, hereinafter referred to as University pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: The purpose of this contract is to improve access to primary medical care for HIV positive persons, and to provide PEP/PrEP for HIV negative people, residing in Kitsap, Thurston, King, Snohomish, Island, San Juan, 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 1st, 2023** and be completed on **June 30th, 2024**, 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.

The Contract Manager for DOH is:

Name: Maggie Miller
Disease Control & Health
Office: Statistics
Address: Department of Health
Address: 101 Israel Rd SE
City, State, Zip: Tumwater, WA 98504
Phone: (360) 236-3429

The Contract Manager for the University is:

Name: Eric Mose
Title: Grants and Contracts Manager
Harborview Medical Center –
Company: UW Medicine
Address: 325 9th Ave, Box 359930
City, State, Zip: Seattle, WA 98104-2499
Phone: (206) 744-5112

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)

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

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

SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SUBCONTRACTING: Neither the University, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subcontract operate to release or reduce the liability of the University to DOH for any breach in the performance of the University's duties. This clause does not include contracts of employment between the University and personnel assigned to work under this Agreement.

Additionally, the University is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. University and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the University, and the University shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the University of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to the University to suspend performance as an alternative to termination. DOH may elect to give written notice to the University to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to the University's representative. The University shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give University written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, University will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If University gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date the University gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<p>CONTRACTOR SIGNATURE</p> <p>Signature:  DocuSigned by: Sommer Kleweno-Walley 2C5C4EABB8134B0...</p> <p>Email: ssalem2@uw.edu</p>	<p>DATE</p> <p>9/13/2023</p>
<p>PRINT OR TYPE NAME</p> <p>Sommer Kleweno-Walley</p>	<p>TITLE</p> <p>Chief Executive Officer</p>
<p>DOH CONTRACTING OFFICER SIGNATURE</p> 	<p>DATE</p> <p>09/15/2023</p>

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

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.

This contract is also funded with state funds for the SHE clinic.

Task Title	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Reimbursement Information and/or Amount
HIV Community Services - Care				
Satellite Clinics	<p>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, 2023 to June 30, 2024 at a minimum number of identified clinic days:</p> <ul style="list-style-type: none"> • 66 clinic days at Chi Franciscan for HIV-positive individuals and HIV negative people for PEP/PrEP residing in Kitsap and surrounding counties. • 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. • 22 clinic days at SeaMar Thurston County Walk-In Medical Clinic for HIV-positive individuals and HIV negative 	<p>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):</p> <p>a. <u>Service Units</u> – Indicate the number of patients seen by the physician. The information provided will be de-identified and will not include protected health information.</p> <ol style="list-style-type: none"> i. Total number of visits by visit type – HIV Medical Care; PrEP; PEP ii. Number of no-shows iii. Number of visits with the physician iv. Number of visits with the nurse 	<p>Data must be entered into the Provide Enterprise system within 5 days of the service provided.</p> <p>Quarterly Reports:</p> <p>Report due October 31, 2023 July 1, 2023 – September 30, 2023</p> <p>Report due January 31, 2024 October 1, 2023 – December 31, 2023</p> <p>Report due April 30, 2024</p>	<p style="text-align: center;">Total reimbursement not to exceed \$653,667. See split out below by code.</p> <p>\$464,111 – MI 12618TBD – RW FFY23 Grant Local Year (Rebate)</p> <p><i>\$464,111 for 7/1/23-3/31/24</i></p> <p>\$154,704 – MI 12618TBD – RW FFY24 Grant Local Year (Rebate)</p>

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

Task Title	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Reimbursement Information and/or Amount
	<p>people for PEP/PrEP, residing in Thurston and surrounding counties.</p> <ul style="list-style-type: none"> 44 clinic days at UW Primary Care in Federal Way for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in King and surrounding counties. 42 clinic days at TBN location in Kent/Renton for HIV-positive individuals and HIV negative people for PEP/PrEP, residing in Renton and surrounding areas. 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. 	<ul style="list-style-type: none"> v. Unduplicated number of patients by month vi. Cumulative number of unduplicated patients during project period vii. Number of Unduplicated clients in Medical Case Management by agency <p><u>b. Program Narrative</u></p> <ul style="list-style-type: none"> i. Accomplishments for the reporting period ii. Challenges or barriers to providing services iii. Budget problems or concerns <p>Annual Report consisting of the following information:</p> <p><u>a. Service Units</u> – Indicate the number of patients seen at the Satellite Clinics. The information provided will be de-identified and will not include protected health information.</p> <ul style="list-style-type: none"> i. Total number of clients seen at Satellite Clinics ii. Total number of visits <ul style="list-style-type: none"> a. By visit type – HIV Medical Care; PrEP; PEP iii. Number of no-shows iv. Number of visits with the physician v. Number of visits with the nurse vi. Unduplicated number of patients at each clinic 	<p>January 1, 2024 – March 31, 2024 Report due June 30, 2024 April 1, 2024 – June 30, 2024</p>	<p><i>\$154,704 for 4/1/24-6/30/24</i></p> <p>\$34,852 – MI 12430100 – State PrEP HIV Prevention</p> <p><i>\$34,852 for 7/1/23 - 6/30/24</i></p>
SHE Clinic	<p>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, 2023 to June 30, 2024 at a minimum number of identified clinic days.</p> <p>44 clinic days at the SHE Clinic for patients of the SHE Clinic residing in King and surrounding counties.</p>	<ul style="list-style-type: none"> i. Total number of clients seen at Satellite Clinics ii. Total number of visits <ul style="list-style-type: none"> a. By visit type – HIV Medical Care; PrEP; PEP iii. Number of no-shows iv. Number of visits with the physician v. Number of visits with the nurse vi. Unduplicated number of patients at each clinic 		<p align="center">Total reimbursement not to exceed \$149,084.</p> <p>\$149,084 – MI 12630100 – State HIV CS/END AIDS WA</p>

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

Task Title	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Reimbursement Information and/or Amount
		vii. Viral load of patients seen viii. Number of clients receiving at least one viral load test ix. Number of Unduplicated clients in Medical Case Management by agency b. <u>Program Narrative</u> x. Accomplishments for the year xi. Challenges or barriers to providing services xii. Budget problems or concerns c. <u>Fiscal</u> i. Indicate expended to date and funds anticipated to be expended during the remainder of the contract		\$149,084 for 7/1/23-6/30/24

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

1. Definitions

- a. ANONYMOUS SERVICES- HIV Prevention services including condom distribution, outreach, and light touch.
- b. CAPACITY BUILDING- 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.
- c. CONTRACTOR – For the purposes of this Statement of Work Only, the 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 will be referred to as contractor.
- d. INTEGRATED TESTING- For the purpose of this Statement of Work, Integrated Testing includes Human Immunodeficiency Virus (HIV), Gonorrhea

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

(GC), Chlamydia (CT), Syphilis, Hepatitis C (HCV) and Hepatitis B (HBV).

- e. YOUTH- For purposes of this agreement, the term “youth” applies to persons under the age of 18.
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. Ryan White is a payer of *Last Resort* and Title XIX must be billed monthly unless prior approval for a different frequency of billing is granted by DOH – Reference the [HCS Manual](#)
 4. **Participation in Quality Management/Improvement activities** – The Contractor is expected to participate in quality improvement and management activities as deemed necessary by OID staff. Reference the [HCS Manual](#) for more information. For information not available in the HCS manual, contact your OID contract manager.
 5. **HIV Statewide Data System** – All services funded through Ryan Part B, Ryan White Rebates or Title XIX must have client level data **entered into** Provide™ Database System
 6. **CLAS Standards** – The CONTRACTOR will comply with the National Standards for Culturally and Linguistically Appropriate Services (CLAS) standards (1, 5-9). [National Standards for Culturally and Linguistically Appropriate Services \(CLAS\) in Health and Health Care \(allianceforclas.org\)](#)
 7. **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 contractor will be offered throughout the contract year by WA DOH and other regional or national capacity building organizations.
 8. **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* (EHE) is a bold plan that aims to end the HIV epidemic in the United States by 2030. EHE is the

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

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.

9. **Program Organization** – The CONTRACTOR must provide a full updated organizational chart, including the Board of Directors is applicable, and staffing plan referencing positions described in the budget narrative. The CONTRACTOR must provide job descriptions for any new or changed positions in the updated organizational chart.
10. **Training requirements** – Reference the [HCS Manual](#) for more information
11. **Integrated Testing Services**
- 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. All positive tests reports, including rapid-test positives for HIV, HCV and Syphilis must be reported to Local Health Jurisdiction (LHJs) within 3 business days.
 - d. All preliminary positive reports for HIV must be reported to the Office of Infectious disease within 30 days using the Preliminary Positive Reporting Form (provided by DOH).
 - e. HCV testing must follow the Office of Infectious Disease HCV testing guidance. For more information contact the DOH Integrated Testing Coordinator.
 - f. Any funds generated from payment for services should be reinvested with program intent.
 - g. All testing contractors will have Quality Assurance plans outlining their testing programs on file with the Office of Infectious Disease. Updates to QA plans will occur on an annual basis to reflect current testing program work. Please contact the DOH OID Integrated Testing Coordinator for

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

more information.

- h. Rapid test kits and controls for HIV, HCV, and Syphilis should be procured through DOH or a DOH approved source. Please contact the DOH OID Integrated Testing Coordinator for more information.
 - i. STI (GC/CT) test kits should be procured through PHSKC Lab and/or CDD. Please contact the DOH OID Integrated Testing Coordinator for more information.
 - j. The contractor will ensure that staff are licensed and available to perform HIV, Syphilis and HBV/HCV testing, as appropriate, using capillary and venous puncture.
 - k. HIV/STI testing, and health education must be performed by personnel who have completed DOH-approved training.
 - l. The contractor is expected to conduct essential support services screening for 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. If client need is determined, referrals and linkages will be made to appropriate services. Please reference SFY24 HIV Community Services Prevention Implementation Guidelines for additional details about screeners.
 - m. The Contractor will present confidential HIV testing as the default option for all persons tested. If an anonymous test is performed for HIV, the reason for the anonymous testing should be separately documented. Prior to the placement of the test, the client should be advised and asked to consent that if the result of the anonymous test is reactive or positive, that such test will be converted into a confidential test and that any subsequent confirmatory testing will be run as confidential. Testing for infections other than HIV can only be run as confidential.
 - n. Contractors must collect client level data and provide this data to the LHJ within 3 business days of the positive result. Persons with a reactive or positive HIV, STI or HCV test may be offered partner services (PS) by the Local Health Jurisdiction (LHJ). Please contact the DOH OID Testing Coordinator or your Local Health Jurisdiction for more information.
- 12. HIV Community Services – Prevention Programs**
- a. Prevention programs must follow SFY24 HIV Community Services- Prevention Implementation Guidelines.
 - b. 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. Prevention data elements should be collected by all agencies funded to provide HIV Community Services- Prevention activities. These data

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

elements may be referenced in SFY24 HIV Community Services- Prevention Guidelines.

13. Contract Management – Reference the [HCS Manual](#) for more information

a. Fiscal Guidance – Reference the *OID Fiscal Manual* for more detailed information.

- 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 complete and correct A19 invoice vouchers billable to DOH under this statement of work and Expense Summary backup form. All A19 invoice vouchers must be submitted by the 25th of the following month.
 - The CONTRACTOR must provide all backup documentation as required based on the assigned risk level. Risk assessments are completed at the beginning of a new contract. Contact your contract manager if you are unaware of your assigned risk level.
 - DOH may ask for additional backup information to pay invoices based on the needs of the funding sources supporting the work.
 - **Allocating Costs and Indirect** –
 - If allocating costs, the CONTRACTOR must have a documented allocation methodology that is reviewed and approved by DOH Staff. DOH is not able reimburse allocated costs without an approved plan on file.
 - If charging indirect costs, the CONTRACTOR must have a current federally negotiated rate or 10% De Minimus certification of file with DOH. DOH is not able reimburse indirect costs without an approved indirect cost rate or 10% De Minimus certification on file.
- iv) **Advance Payments Prohibited** – Reference the [HCS Manual](#) for more information
- v) **Payer of Last Resort** – Reference the [HCS Manual](#) for more information

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

- 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 store gift cards or voucher programs to assure that recipients cannot readily convert vouchers into cash.
- *Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services are allowable as incentives for eligible program participants.*
 - *General-use prepaid cards are considered “cash equivalent” and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are unallowable.*
 - The CONTRACTOR must ensure that a policy for managing gift cards with strong internal controls is in place.
- ix) **Travel** – Out of staff travel requires prior approval from DOH. *Reference the OID Fiscal Manual for more information*
- x) **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.
- xi) **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 includes 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 the Direct Program. To that end, it is the expectation of

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

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.

- xii) **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>.

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)

- xiii) **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 outside of the Psychosocial Support or CQM tasks. 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.

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

- The CONTRACTOR shall follow [Healthy Nutrition Guidelines for Meetings and Events | Washington State Department of Health](#) when purchasing food and refreshments for approved meetings.
- Food for staff meetings/training is not allowable.

PLEASE NOTE: *If meals/refreshments are purchased for lunch and learns or other allowable meetings, food can only be purchased for **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

- iii. This statement of work does not allow a CONTRACTOR to subcontract for services.

d. Written Agreements

- iv. The CONTRACTOR should execute written agreements with partners to document how services and activities will be coordinated with funded Medical HIV Case Management services and activities:
 - a. HIV service providers providing case management, outreach services, or other support services.
 - b. Medical Providers providing services to agency's medical case management clients
 - c. Other Local Health Jurisdictions in the counties regularly served by the CONTRACTOR

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

Technical assistance is available through DOH.

14. Youth and Peer Outreach Workers

For purposes of this agreement, the term “youth” applies to persons under the age of 18. All programs, including CONTRACTORS, 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.

15. Confidentiality Requirements – Reference the [HCS Manual](#) for more information

16. Whistleblower

- a. Whistleblower statute, 41 U.S.C. & 4712, applies to all employees working for CONTRACTOR, subcontractors, and subgrantees on federal grants and contracts. The statute (41 U.S.C. & 4712) states that an “employee of a CONTRACTOR, subcontractor, grantee, or subgrantee, may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by an agreement, policy, form, or condition of employment.
- b. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections.” This program requires all grantees, their subgrantees, and subcontractors to:
 - c. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
 - d. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. & 4712 in the predominant native language of the workforce; and,
 - e. CONTRACTOR and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

17. Allowable Costs

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

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:

(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>

****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)

18. **Ryan White Rebate Funding** – For the purposes of this contract, all Ryan White Rebate funds received by the contractor shall be treated in the same fashion as federal funds and must follow the requirements of 2 CFR Part 200 –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Audits.

STATEMENT OF WORK
DOH Contract Number HED28148-0
Satellite Clinics of Harborview Medical Center
University of Washington

Period of Performance: July 1st, 2023 through June 30th, 2024

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

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