



GRANTS AND CONTRACTS APPROVAL ROUTING

CONTRACT ROUTING AGREEMENT INFORMATION

This is a: Interlocal Agreement - award **Date:** 8/9/2023
Contract #: 2365-51763 **AAG Review?**
Contract Title: Refugee Health Screening - International Medicine
Description: The purpose of this Contract is to administer a domestic medical screening exam to newly arrived refugees and ORR-eligible populations with medical complexities.
Start Date: 10/01/2023 **End Date:** 09/30/2024
Contract Value: \$68,892.00 **Prior Value:** \$58,970.00
Reimbursement Type: Cost Reimbursable **Invoice Interval:** Monthly
Program Income? N/A **Additive or Deductive Method?**
Reporting Required? Yes **Person responsible for report:** Tanesha Robinson
Note: Refugee Medical Screening has been split into two contracts: Int'l Medicine and Peds. This contract is for Int'l Medicine. Please note monthly invoicing requirement and updated payment points. Entered in Workday as advance spend until signed. Will be back-dated to 10/01/2023, per DSHS request. Legacy program code 18156. **This is now a federal sub-award and HMC is considered a sub-recipient. This is a change from all prior years.**

| Budget | Program | CFDA | Federal \$ | State \$ | County \$ | Private \$ | City \$ | Total |
|------------------------------|------------------------|--------|------------|----------|-----------|------------|---------|-----------|
| CC102351 (legacy 31-7874) | AWD-020469 GR041488 | 93.566 | \$ 68,892 | | | | | \$ 68,892 |

Contractor Information

Name: Washington State Department of Social and Health Services
Contact: Cathy Vue
Phone #:
Email Address: cathy.vue@dshs.wa.gov

DEPARTMENT INFORMATION

Name: AACCS
Contact: Tanesha Robinson
Phone #: (206) 744-8006
Email: trob8@uw.edu
Box #: 359854

| REQUIRED APPROVALS | SIGNATURE | DATE |
|---------------------------------|-----------------------------------|------|
| Tanesha Robinson | See attached electronic approval. | |
| Kate Friedenbach | See attached electronic approval. | |
| Tzeghe Makonnen | See attached electronic approval. | |
| Kassie Hollman and Joe Smeltzer | See attached electronic approval. | |
| Joe Smeltzer | See attached electronic approval. | |
| Sommer Kleweno-Walley | | |

Please contact Susie Salem (ssalem2@uw.edu) or Jessica Preboski (preboski@uw.edu) with questions. Thank you.

Search...

Workflow Status: Get Contract Approvals

Workflow Information

Initiator: Salem, Susie **Document:** 18156 Refugee Health Screening International Medicine 09302024 (<https://one.uwmedicine.org/sites/hmc/Grants/Contr>)
Started: 10/17/2023 2:02 PM **Status:** Completed
Last run: 11/27/2023 5:44 PM

Information about this instance will be automatically removed on 1/26/2024 5:44 PM.

Tasks

This workflow created the following tasks. You can also view them in [Workflow Tasks \(/sites/hmc/Grants/WorkflowTasks/AllItems.aspx\)](/sites/hmc/Grants/WorkflowTasks/AllItems.aspx).

| <input type="checkbox"/> Assigned To | Title | Due Date | Status | Related Content |
|--|--|----------|-----------|---|
| Robinson, Tanesha (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=11227) | review the document (/sites/hmc/Grants/_Layouts/listform.aspx?PageType=4&ListId={53F3BF7C-7FCE-4854-B45E-F5E3F96AA279}&ID=276) | | Completed | 18156 Refugee Screening Inte Medicine 0930 (/sites/hmc/Gr in Process/181 Health Screeni International \ 09302024.pdf) |
| Friedenbach, Kate (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=286) | review the document (/sites/hmc/Grants/_Layouts/listform.aspx?PageType=4&ListId={53F3BF7C-7FCE-4854-B45E-F5E3F96AA279}&ID=277) | | Completed | 18156 Refugee Screening Inte Medicine 0930 (/sites/hmc/Gr in Process/181 Health Screeni International \ 09302024.pdf) |
| Makonnen, Tzeghe (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=4401) | review the document (/sites/hmc/Grants/_Layouts/listform.aspx?PageType=4&ListId={53F3BF7C-7FCE-4854-B45E-F5E3F96AA279}&ID=278) | | Completed | 18156 Refugee Screening Inte Medicine 0930 (/sites/hmc/Gr in Process/181 Health Screeni International \ 09302024.pdf) |
| Hollman, Katherine (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=2291) | review the document (/sites/hmc/Grants/_Layouts/listform.aspx?PageType=4&ListId={53F3BF7C-7FCE-4854-B45E-F5E3F96AA279}&ID=279) | | Completed | 18156 Refugee Screening Inte Medicine 0930 (/sites/hmc/Gr in Process/181 Health Screeni International \ 09302024.pdf) |
| Smeltzer, Joseph S (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=10933) | review the document (/sites/hmc/Grants/_Layouts/listform.aspx?PageType=4&ListId={53F3BF7C-7FCE-4854-B45E-F5E3F96AA279}&ID=280) | | Completed | 18156 Refugee Screening Inte Medicine 0930 (/sites/hmc/Gr in Process/181 Health Screeni International \ 09302024.pdf) |

Workflow History

The workflow recorded these events.

| <input type="checkbox"/> Date Occurred | Event Type | <input type="checkbox"/> User ID | Description | Outcome |
|--|----------------|---|----------------------|----------|
| 10/18/2023 12:55 PM | Task Completed | Robinson, Tanesha (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=11227) | (Robinson, Tanesha) | Approved |
| 11/2/2023 1:08 PM | Task Completed | Hollman, Katherine (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=2291) | (Hollman, Katherine) | Approved |
| 11/20/2023 3:58 PM | Task Completed | Friedenbach, Kate (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=286) | (Friedenbach, Kate) | Approved |
| 11/20/2023 4:02 PM | Task Completed | Makonnen, Tzeghe (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=4401) | (Makonnen, Tzeghe) | Approved |
| 11/27/2023 5:44 PM | Task Completed | Smeltzer, Joseph S (https://one.uwmedicine.org/sites/hmc/Grants/_layouts/listform.aspx?PageType=4&ListId={8A987698-0E76-4254-9D9B-FB64B59FF48E}&ID=10933) | (Smeltzer, Joseph S) | Approved |

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| | | | | | |
|--|--|---|---|---|---------------------------|
|  <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p> | | <h2>INTERLOCAL AGREEMENT</h2> <h3>Refugee Health Screening</h3> | | DSHS Agreement Number: 2365-51763 | |
| This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. | | | | Program Contract Number: Contractor Contract Number: | |
| CONTRACTOR NAME | | | CONTRACTOR doing business as (DBA) | | |
| Harborview Medical Center | | | Harborview International Medical Clinic | | |
| CONTRACTOR ADDRESS | | | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | DSHS INDEX NUMBER | |
| 325 Ninth Avenue Box 359758 Seattle, WA 98104-2499 | | | 578-037-394 | 1145 | |
| CONTRACTOR CONTACT | | CONTRACTOR TELEPHONE | CONTRACTOR FAX | | CONTRACTOR E-MAIL ADDRESS |
| Tanesha Robinson | | (206) 744-8806 | | | trob8@uw.edu |
| DSHS ADMINISTRATION | | DSHS DIVISION | | DSHS CONTRACT CODE | |
| Economic Services Administration | | Community Services Division | | 3800LC-65 | |
| DSHS CONTACT NAME AND TITLE | | | DSHS CONTACT ADDRESS | | |
| Cathy Vue Program Manager | | | 1700 E Cherry Street Seattle, WA 98122 | | |
| DSHS CONTACT TELEPHONE | | DSHS CONTACT FAX | | DSHS CONTACT E-MAIL ADDRESS | |
| (206)568-5597 | | Click here to enter text. | | vuec@dshs.wa.gov | |
| IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? | | | ASSISTANCE LISTING NUMBER(S) | | |
| Yes | | | 93.566 | | |
| AGREEMENT START DATE | | AGREEMENT END DATE | | MAXIMUM AGREEMENT AMOUNT | |
| 10/01/2023 | | 09/30/2024 | | \$68,892.00 | |
| EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements Exhibits B, C, D <input type="checkbox"/> No Exhibits. | | | | | |
| The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS. | | | | | |
| CONTRACTOR SIGNATURE | | PRINTED NAME AND TITLE | | DATE SIGNED | |
| DocuSigned by:  | | Sommer Kleweno-Walley Chief Executive Officer | | October 1, 2023 | |
| DSHS SIGNATURE | | PRINTED NAME AND TITLE | | DATE SIGNED | |
|  | | Doina Dobrin, Contracts Officer DSHS,ESA-Community Services Division | | 10/01/2023 | |

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

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- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
- 2. Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
- 3. Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
- 4. Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
- 5. Compliance with Applicable Law and Washington State Requirements.**
- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
 - b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights

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and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

- c. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

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- (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
- (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
 - c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
 - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 7. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

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9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
16. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

 - a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.

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- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
- (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
17. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

18. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually

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acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

- 19. Hold Harmless.** The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's negligent acts or omissions or its performance or failure to perform this Agreement. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- 20. Ownership of Material.** Copyright in all material created by the Contractor and paid for by DSHS as a part of this Interlocal Agreement shall be the property of the State of Washington. Both DSHS and Contractor may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material that the Contractor uses to perform this Interlocal Agreement but which is not created for or paid for by DSHS shall be owned by Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to DSHS to use the materials for DSHS internal purposes.
- 21. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

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- (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

22. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 23. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

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24. Definitions.

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. **“Afghan Humanitarian Parolee or AHP”** means certain Afghan individuals granted humanitarian parole by the U.S. Department of Homeland Security, between July 31, 2021 and December 16, 2022, or current ORR guidelines if expanded, and who are eligible to apply for mainstream benefits, resettlement assistance, and other benefits available to refugees. The date of eligibility for the Afghan Humanitarian Parolee (AHP) population is October 1, 2021, or their date of entry into the community, whichever is later. The AHP population is eligible for ORR benefits and services until September 30, 2023 or the end of the individual’s parole term, whichever is later, unless amended by law or the individual gains another ORR-eligible category or status.
- b. **“Afghan Special Immigrants”** means a citizen or national of Afghanistan who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
- c. **“Amerasians”** means an individual born in Vietnam after January 1, 1962 and before January 1, 1976 who was fathered by a US Citizen.
- d. **“ASA”** means the Afghanistan Supplemental Appropriations Act, 2022, and the Additional Afghanistan Supplemental Appropriations Act, 2022, in which Congress authorized ORR to provide resettlement assistance and other benefits available to refugees to specific Afghan populations, in response to their emergency evacuation and resettlement. Additional information about the ASA-eligible populations can be found at [ORR Policy Letter 22-01](#). The following Afghan populations are eligible for ASA-funded benefits and services under ORR guidelines. Additional individuals may be eligible if ORR guidelines are expanded.
 - (1) Citizens or nationals of Afghanistan (including unaccompanied minors) paroled into the United States between July 31, 2021 and December 16, 2022. This group includes unaccompanied minors.
 - (2) A spouse or child of any individual described above in number one, who is paroled into the United States after December 16, 2022.
 - (3) A parent or legal guardian of any individual described above in number one, who is determined to be an unaccompanied child, who is paroled into the United States after December 16, 2022.
 - (4) Citizens and nationals of Afghanistan for whom refugee and entrant assistance activities are authorized (e.g. Special Immigrant Visa holders, Special Immigrant with Conditional Permanent Resident status, SI/SQ parolees, refugees, asylees), whose eligibility date is on or after July 31, 2021.
- e. **“Asylee”** means an individual who is physically present in the US or at a border or port of entry and who has been granted political asylum by the US Attorney General. An applicant for political asylum does not meet the immigration status requirement for Refugee Assistance until asylum has been granted.
- f. **“Authorization of Release of Information form”** means a Contractor’s form signed by the participant giving the Contractor permission to share his/her personal information with third party providers as it relates to contracted services.

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- g. **“Business day”** means any day Monday through Friday, excluding state or federal holidays.
- h. **“Calendar day”** means any and all days in a given year.
- i. **“Class A and B conditions”** are medical notifications made by the U.S. Public Health Service regarding refugees arriving in the U.S. with medical conditions. The Class A condition is one needing immediate assessment and follow-up. The Class B condition is one needing assessment/diagnosis and follow-up soon after arrival in the U.S.
- j. **“Contract” or “Agreement”** means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference.
- k. **“Cuban-Haitian Entrant”** means a national of Cuba or Haiti who (1) was paroled into the US or (2) was paroled for criminal prosecution or to give testimony, or has a pending case, or applied for asylum status.
- l. **“Data”** means any Personal Information or other information accessed or gained while providing services in accordance with this Contract.
- m. **“DSHS”** means the Washington State Department of Social and Health Services.
- n. **“DSHS Program Manager”** is the DSHS Contact person listed on page 1 of this Contract.
- o. **“Electronic Disease Notification System (EDN)”** is a centralized electronic reporting system that notifies U.S. state and local health departments and screening clinics of the arrival of refugees and immigrants with health conditions requiring medical follow-up. EDN was developed by CDC in 2006 and is used under the authority of the Immigration and Nationality Act (8 U.S. Code 1522)
- p. **“Equity and Inclusion”** refers to the importance of advancing equity consistent with the Executive Order on Advancing Racial Equity and Support for Underserved Communities ([EO 13985](#)). ORR urges an equity lens is used when developing new programming, reviewing existing programming, and eliminating barriers that may prevent the full participation of some groups. Intentional programming, unless otherwise specified, should meet the needs of all populations regardless of race, religion, gender identity, sexual orientation, disability, or other characteristic(s). ORR urges inclusive practices through purposeful collaboration and engagement with ethnic communities to inform service design and delivery.
- q. **“ESA”** means the DSHS Economic Services Administration.
- r. **“Iraqi Special Immigrant”** means a citizen or national of Iraq who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
- s. **“Immigration documentation”** means copies of relevant immigration documents showing that the individual qualifies for ORR services. This may include one or more of the following copies of their I-94, Form I-766 Employment Authorization Document, foreign passport with an eligible Machine Readable Immigrant Visa (MRIV), foreign passport with an eligible Department of Homeland Security/Customs and Border Protection (DHS/CBP) stamp, or Form I-551 Permanent Resident Card (also known as a “green card”), or other relevant immigration documents that verify eligibility. Specific details of acceptable immigration documentation is available at [ORR’s Status and Documentation Requirements page](#). Immigration documentation is required for the person served, including their parent(s) or legal guardian(s), if applicable.
- t. **“LGBTQI+”** means Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex, with the “+”

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representing those who are part of the community, but for whom LGBTQI does not accurately capture or reflect their identity. Additional information on serving LGBTQI ORR-eligible populations is available at [ORR Policy Letter 22-14](#).

- u. **“Managed File Transfer (MFT)”** is a multi-protocol (Hypertext Transfer Protocol Secure [HTTPS], Secure File Transfer Protocol/Secure Shell [SFTP/SSH] and File Transfer Protocol [FTPS]) secure file transport to perform manual single file or automated high-volume file transfers between DSHS and contracted providers
- v. **“New Arrival”** means a refugee who has been in the US for two (2) years or less.
- w. **“ORIA”** means the Office of Refugee and Immigrant Assistance within the DSHS Economic Services Administration, Community Services Division.
- x. **“ORR”** means the federal Office of Refugee Resettlement that administers the national refugee program.
- y. **“Participant”** means a DSHS client or ORR-eligible individual receiving one or more services under the Program.
- z. **“Release of Information Form”** means the form signed by the participant giving both Contractor and DSHS permission or consent to share participant’s personal information as it relates to contracted services.
- aa. **“Refugee”** means persons who have entered the United States with refugee status, or persons who have been granted asylum under section 208 of the Immigration and Nationality Act, Cuban-Haitian Entrants with requirements in 45 CFR, Part 401, and victims of trafficking documented by the Federal Office of Refugee Resettlement, certain Amerasians from Vietnam, or Special Immigrant Visa Holders.
- bb. **“Resettlement Agency (RA)”** means a refugee resettlement agency that has a cooperative agreement with the U.S. State Department to provide Reception and Placement services for refugees arriving in the US.
- cc. **“Victim of Human Trafficking”** means a person who received certification for having been trafficked into the US and forced into domestic or international sex trade, prostitution, slavery and/or forced labor through coercion, threats of physical violence, psychological abuse, torture and imprisonment, or their eligible family member.
- dd. **“Ukrainian Humanitarian Parolee or UHP”** means a citizen or national of Ukraine who was paroled into the United States between February 24, 2022 and September 30, 2023 due to urgent humanitarian reasons, or non-Ukrainian individuals who last habitually resided in Ukraine and who were paroled into the US within the same timeframe. Additional details for Ukrainian Humanitarian Parolees may be referenced in [ORR Policy Letter 22-13](#).
- ee. **“Unaccompanied Refugee Minors (URM)”** means refugee minors identified by the Department of State, who are eligible for resettlement in the U.S. but do not have a parent or adult relative available or willing to commit to provide long-term care.
- ff. **“USCIS”** means the U.S. Citizenship and Immigration Services.

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25. Purpose.

The purpose of this Contract is to administer a domestic medical screening exam to newly arrived refugees and ORR-eligible populations with medical complexities within 90-days of ORR-eligibility date, as outlined in State Letter 12-09. The Contractor shall follow the Washington State Guidelines, incorporated by reference.

26. Statement of Work.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as described in this Contract and the attached Exhibit(s).

27. Consideration.

The total amount payable to the Contractor for satisfactory performance of work completed under this Contract shall not exceed the Contract Maximum Amount shown on page one (1) of this Contract, and shall be paid in accordance with the fees set forth in the attached Exhibit(s).

28. Billing and Payment.

a. Invoice System.

The Contractor must use State Form A19-1A Invoice Voucher when submitting invoices. The Contractor shall submit one invoice for each month of service and each invoice must be received by ORIA no later than thirty (30) days after the last day of each month.

b. All Refugee Medical Screening activities billable to Medicaid shall be billed to Medicaid first. If services billed to Medicaid are denied, denied claims may be submitted to DSHS for payment consideration. The Contractor must obtain documentation or proof of Medicaid denial. Previously denied claims and services not billed in the month actually provided, may be included in a future quarterly invoice.

c. The Contractor may submit one (1) additional final September invoice to ORIA for any previously denied claims or services provided but not billed during the current federal fiscal year of this contract. The final invoice must be received by ORIA by December 31.

d. Each Invoice Voucher submitted for payment must be accompanied by:

(1) A completed Contract Summary Report, format provided by DSHS;

(2) A completed Monthly Billing Datasheet via secure email, MFT or RedCap. The format will be provided by DSHS. Participant details include but not limited to: Alien Number, Last Name, First Name, Middle Name, Date of Birth, Country of Origin, Gender, Visa Type, ORR Eligibility Date, Date of Services (MS1 and MS2 (if applicable)), MS Date of Completion, Type of Service and any other Participant details requested by DSHS.

a. The Contractor must collect the required Participant data from the Participant (upon check-in/intake), directly from the referral agency (Resettlement Agency, Private Sponsor Group, etc) and/or EDN. When unable to collect all required Participant data from the sources mentioned, the Contractor shall utilize Federal US websites, such as the I-94 Website Travel Records for U.S. Visitors (I94 - Official Website (dhs.gov)). After exhausting all resources, the Contractor may contact DSHS Program Manager to gather missing Participant data prior to submitting the completed report.

(3) Other additional receipts or backup documentation that provides clarification or gives detail regarding the A19-1A Invoice Voucher submitted for payment.

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e. Payment.

Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance of properly completed forms. Payment shall be sent to the address designated by the Contractor on page one of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

29. Interpretation and Translation Services.

The Contractor shall provide interpreter and translation services as necessary to perform the obligations of this Contract, and DSHS shall not reimburse the Contractor for the use of interpreter or translation services, except if specifically stated in an Exhibit(s) of this Contract.

30. Training.

The Contractor shall ensure all of its employees who provide services under this Contract attend ORIA program training as requested by DSHS. Training opportunities and logistics will be coordinated between the Contractor, DSHS ORIA and DOH.

31. Child Abuse and Health and Safety Concerns.

In the delivery of services under this Contract, children's health and safety shall always be the first concern of the Contractor. The Contractor shall immediately report all instances of suspected child abuse to Child Protective Services at 1-866-END HARM (1-866-363-4276).

32. Contract Monitoring.

DSHS shall monitor the Contractor for compliance with the terms and condition of this Contract and provide technical assistance upon request or when necessary to assist with contract compliance. The method of monitoring may include the following:

- a. Site Visits. In addition to the General Terms and Conditions, Section 11. Inspection, the ORIA Program Manager or authorized designee shall perform site visits during the term of this contract. The Contractor shall be present for site visits, which shall be scheduled during regular business hours, and produce records related to services for which DSHS made payment to Contractor. Site visits shall be conducted with prior notification to the Contractor, and may include, but is not limited, to the review of the following:
 - (1) Observation of contracted services
 - (2) License and certification if applicable
 - (3) Confidentiality policy and process
 - (4) Insurance
 - (5) Participant Files

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- (6) Service documentation and verification
- (7) Desk audits
- (8) Request for random documentation verifying services

33. **Contract Suspension.**

DSHS may take certain actions in the event the Contractor, or any of its partners, officers, directors, or employees, is investigated by a local, county, state or federal agency, for a matter which DSHS determines may adversely affect the delivery of services provided under this Contract. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegation(s) from providing services or having contact with Participants pending final resolution of the investigation.

34. **Contractor Information.**

The Contractor shall forward to DSHS within ten (10) working days, any information concerning the Contractor's change of circumstances. Changes in the Contractor's circumstances include change of business name, address, telephone number, fax number, e-mail address, business status, and names of staff that are current state employees.

35. **Culturally Relevant Services.**

The Contractor shall ensure all services are provided in the cultural context of the Participant and/or the Participant's family.

36. **Data Sharing.**

The Confidentiality terms outlined in the General Terms and Conditions, Section 6. Confidentiality shall also apply to DSHS in the event which DSHS gains data from the Contractor.

In addition, DSHS will provide the Contractor access to Participant information on an as needed basis to provide services outlined within this Contract.

1) Purpose.

- a. Activity for which the Data is needed: To provide services to eligible Participants.
- b. How Data Recipient will use Data: Contractor will use Participant information to administer this Contract. This includes but is not limited to the following:
 - i. Billing;
 - ii. Reporting; and
 - iii. Participant information updates.

2) Description of Data.

- a. Data elements. Participant's personal information including but not limited to:

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- i. Date of Birth;
 - ii. Gender;
 - iii. Date of Arrival or Asylum Granted;
 - iv. Alien Number;
 - v. Immigration Status; and
 - vi. DSHS Participant ID.
- b. Time frame(s) for Data disclosure or exchange: Duration of Contract.
- c. Conditions under which, if any, that Data disclosed or exchanged can be linked to other data:

The Contractor shall not link the data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the data unless specifically authorized to do so in this Contract or by the prior written consent of DSHS.

3) Data Access or Transfer.

- a. Staff Access to Data.
 - i. Access to Data shall be limited to staff that are assigned to provide services under this Contract.
 - ii. The Contractor shall provide the DSHS ORIA Program Manager listed of their staff that are providing services under this Contract that have been granted access to the DSHS Participant information.
 - iii. The Contractor shall contact the DSHS ORIA Program Manager whenever they need to change the staff granted access to the DSHS Participant information.
- b. Method. DSHS will provide the Contractor DSHS Participant information via Secure e-mail and/or MFT.
- c. Requirements for Access.
 - i. Prior to making Data available to its staff, the Contractor shall notify all such staff of the Use and Disclosure requirements.
 - ii. Staff that are authorized to have access to DSHS data must annually review and sign a DSHS ESA Nondisclosure of Confidential Information Agreement- Non Employee form (DSHS 03-374D).
 - 1. The Contractor shall retain the original signed copies of the forms for their records.
 - 2. Upon DSHS ORIA Program Manager request, the Contractor shall provide DSHS with copies of the signed forms.
- d. Frequency of Exchange: Daily access.

4) Limitations on Use of Data.

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If the Data and analyses generated by Contractor contain personal information about DSHS Participants, then any and all reports utilizing these Data shall be subject to review and approval by the DSHS ORIA Program Manager prior to publication in any medium or presentation in any forum.

5) Security of Data.

a. Data Protection. The Contractor shall exercise due care to protect Data from unauthorized physical and electronic access in accordance to Exhibit A. Due care includes establishing and maintaining security policies, standards, and procedures which detail:

- i. Access security, identification, and authentication;
- ii. Network and workstation security;
- iii. Premise security; and
- iv. Sanctions for unauthorized use or disclosure of Data.

b. Data Disposition.

- i. The Data provided will remain the property of DSHS and will be promptly destroyed by the Contractor, or returned to DSHS, upon DSHS request or when the work for which the Data was required, as fully described herein, is completed. This includes removal of the Data from hard drives upon which the Data may have been stored, in a way that prevents the Data from being retrieved (such as by using a "wipe" utility). Refer to Exhibit A for additional details on data disposition.

6) Confidentiality and Nondisclosure.

- a. The Contractor may use Personal Information and other information or Data gained by reason of this Contract only for the purposes of this Contract.
- b. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains.
 - i. The Contractor shall use a Release of Information form and file the signed release forms in each participant's file.
 - ii. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract. Further, the Contractor shall not link the Data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the Data unless specifically authorized to do so in this Contract or by the prior written consent of DSHS ORIA Program Manager.

7) Portable Devices or Media.

- a. The use of portable devices or portable media is subject to requirements of Exhibit A, Data Security Requirements.

8) Breach or Potential Compromise of DSHS Information.

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As provided in Exhibit A of this Agreement, the compromise or potential compromise of Confidential Information must be reported to the DSHS contact on page one (1) of this agreement within one (1) business day of discovery. The notifying party shall take immediate action to mitigate the risk of loss and comply with any notification or other requirements imposed by law. The Contractor shall report any lost or stolen portable devices or media to the DSHS contact within one (1) calendar day of discovery.

37. Dispute Resolution.

Either party may submit a request for resolution of a contract dispute (rates set by law, regulation, or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and Contract number, and be mailed to the address listed below within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue in dispute.

DSHS/ESA/Community Services Division
Attn: Contracts Administrator
P.O. Box 45470
Olympia, WA 98504-5470

38. Fraud Reporting.

39. The Contractor shall report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906 or on-line at <https://fortress.wa.gov/dshs/fitt/>.

40. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

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The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

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Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - g. “FedRAMP” means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
 - h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

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- i. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
 - j. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
 - k. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
 - l. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
 - m. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - n. “Trusted Network” means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - o. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:
- a. A documented security policy governing the secure use of its computer network and systems, and

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which defines sanctions that may be applied to Contractor staff for violating that policy.

- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

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- (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
- (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

5. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has

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authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

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- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
 - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- h. Data stored for backup purposes.**
- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

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(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

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b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

| Data stored on: | Will be destroyed by: |
|--|---|
| Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs | Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk |
| Paper documents with sensitive or Confidential Information | Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected. |
| Paper documents containing Confidential Information requiring special handling (e.g. protected health information) | On-site shredding, pulping, or incineration |
| Optical discs (e.g. CDs or DVDs) | Incineration, shredding, or completely defacing the readable surface with a coarse abrasive |
| Magnetic tape | Degaussing, incinerating or crosscut shredding |

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

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Exhibit B – Statement of Work (SOW)

REFUGEE MEDICAL SCREENING STATEMENT OF WORK

1. PURPOSE

The purpose of this Contract is to provide the domestic medical screening exam for newly arrived refugees and ORR-eligible populations with medical complexities within within 90 days of ORR eligibility date. Allowable services must be aligned with the intent and purpose of the ORR Refugee Medical Screening Program, outlined in State Letter (SL) 12-09. Services includes triage for medical complexity, domestic medical screening exam, appointment coordination, outreach, access and follow-up to health assessment services with primary care, community health clinics, or specialty care.

2. REFERENCE

The following information is available for the Contractor's use and incorporated by reference under this Contract.

- a. The Domestic Medical Screening Guidelines Checklist for Newly Arriving Refugees which provides guidance around screening asymptomatic refugees; the document will be provided by DOH.
- b. The Washington State Plan Refugee Screening Guidelines which provides guidance as to what activities are funded through this Contract; the document will be provided by DOH.
- c. DSHS will provide the final approved budget for the Contractor to fulfill the statement of work outlined in this Contract.

3. REFUGEE PARTICIPANT ELIGIBILITY

The Contractor shall provide refugee medical screening services to participants who meet the following specific criteria:

- a. **Immigration Status.** Persons have entered the United States and have status as a refugee, Cuban-Haitian entrant, Special Immigrant Visa holders, Afghan Humanitarian Parolees, Ukrainian Humanitarian Parolees or those granted asylum. Eligibility also includes certain Amerasians from Vietnam who are admitted to the U.S. as immigrants, victims of a severe form of torture who receive certified or eligibility letters from the Office of Refugee Resettlement, or Participants eligible for ORR-funded programs and services.
- b. **Eligibility Date.** Medical screening must be completed within 90-days of eligibility date and no longer than beyond 12 months of the participant's ORR eligibility date. Any eligible Participants requesting a medical screening exam beyond 12 months of ORR eligibility date shall be referred directly to primary care in lieu of a medical screening exam.
- c. **Documentation.** Have an I-94 or other verifiable documentation indicating refugee or eligible status.
- d. **Secondary Arrival.** Secondary arrivals who did not complete the health screening process in another state and resettle in the Contractor's service area within 90 days of their arrival to the United States.
- e. **Medically Complex.** Participants with medical complexity.

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4. CONTRACTOR OBLIGATIONS and KEY ACTIVITIES

Per the ORR State Letter 13-10 and Washington Refugee State Plan for providing Refugee Services and the Washington State Refugee Screening Guidelines (incorporated by reference), all medical screening activities billable to Medicaid shall be billed to Medicaid. If services billed to Medicaid are denied, payment shall be made by DSHS. The Contractor must obtain documentation or proof of Medicaid denial.

The Contractor shall provide or subcontract for the following services:

- a. **Triage.** Assess and triage Participants pre and/or post arrival for medical complexity. Participants with medically complexities shall receive the medical screening exam by the Contractor. Participants without medical complexity shall be referred and/or connected directly to Seattle King Public Health for the domestic medical screening exam.
 - (1) On a case by case scenario, the Contractor may complete the medical screening for non-medically complex participants if the participant's plan of care is positively impacted and the DSHS ORIA Program Manager and DOH approve of the appointment.
- b. **Coordination:** Coordinate with the Resettlement Agencies (RA) or other approved community partners serving the Contractor's service area, to provide the domestic medical screening exam for participants with medical complexity. This includes:
 - (1) Information and education to RAs and/or referral agency, partner staff and newly arrived refugees about health screening and adjustment of status;
 - (2) In accordance with HIPPA regulations, assure that RA and partner staff are informed of any needed information that will assist the refugee in their resettlement process in relation to the health screening; and,
 - (3) Assure that priority is given to referrals for newly arriving refugees who have a Class A or B medical condition.

The following are specific outcomes from coordination services:

- (4) Schedule and complete a domestic medical exam (health screening) appointment within 90 days of the ORR eligibility date in coordination with the refugee or RA/partner case manager.
 - (a) Exception to Policy: Any domestic health screening exams scheduled or completed beyond 90-days of ORR eligibility requires a request for exception to policy from the Contractor. To submit a request for exception to policy, the Contractor shall submit a Post-90 Day Exception to Policy form to DSHS ORIA Program Manager. DSHS ORIA Program Manager shall approve the request prior to the Contractor providing medical screening to the Participant.
 - (5) Connection to participant's primary care provider, based on medical care plan, regarding necessary follow-up in a timely manner in coordination with refugee or RA/partner case manager.
- c. **Eligibility Determination.** Determine and verify the eligibility of Participants receiving a domestic medical screening exam based on the requirements outlined in Exhibit B, Section 3. Refugee Participant Eligibility.

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- d. **Physical (or Clinical) Screening.** Perform a domestic medical exam by a licensed medical provider (Clinician, Nurse Practitioner, Nurse with Physician support) based on the Washington State Domestic Screening Guidelines Checklist, including physical exam, laboratory tests, diagnostic tests and immunizations. Screening activities must be completed within the first 90 days of Participant's date of ORR eligibility.
- e. **Interpreter Services.** Coordinate all necessary interpreter services needed to provide services outlined in this contract. To qualify for reimbursement, interpreters used must be tested and certified/qualified through a medical interpreter agency approved by DSHS ORIA Program Manager.
- f. **Civil Surgeon Certification.** The Contractor should maintain "Civil Surgeon" status through the United States Citizenship and Immigration Services (USCIS). Civil surgeon screening exams (I-693) are not a covered service under this Contract, however the Contractor may provide an immunization record to the Participant upon request to indicate immunizations are completed.
- g. **Follow-up and Referral.** The Contractor shall follow-up with Participants, as needed, to assure access to on-going medical care. This includes making initial referrals to community medical, dental and/or behavioral health professionals as indicated from the domestic medical exam.
- h. **Partner Meetings.** Identify key and back-up contacts designated to attend and represent the Contractor with program updates at relevant refugee meetings and trainings, including but not limited to:
 - (1) Quarterly WA Health Coalition Meetings;
 - (2) Quarterly Local Refugee Community Consultation Meetings;
 - (3) RHS Provider Meetings and Trainings;
 - (4) DOH Annual Screening Meetings; and,
 - (5) Other meetings as requested by DOH Refugee Health Program or DSHS ORIA.
- i. **Data Systems Modernization.**
 - (1) Submit a data modernization plan by February 2024 indicating the transfer of medical screening data. The plan shall address how the Contractor will electronically transfer medical screening data to DOH and DSHS, either through a direct data-entry process or electronic medical record extraction from the Contractor's existing system. The projected start date for the data modernization plan is FY25, October 1, 2024. DOH and DSHS shall provide a template for the Contractor to submit.
- j. **Additional Activities.**
 - (1) **Outreach Materials.** Develop a flyer indicating the refugee medical screening program services offered by the Contractor. The flyer shall include information about how to make an appointment, location, hours of operation and Contractor contact information. The flyer shall be available in languages of targeted populations served under the Contract.
 - (2) **Walk-In Appointment Protocol.** Develop a protocol for walk-in participants who are not referred by a Resettlement Agency, Private Sponsor Group or partnering agency. The protocol shall address how eligibility will be verified, appointments are scheduled and follow-up is

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conducted.

5. STAFFING AND ADMINISTRATIVE REQUIREMENTS

The Contractor must:

- a. Provide staffing as indicated in the Contractor's budget (incorporated by reference). Staffing includes a licensed medical provider (Clinician, Nurse Practitioner, Nurse with Physician support) whom shall conduct the medical screening exam. Services shall be provided to meet the DOH Screening Guidelines and activities outlined in this Contract. The use of interpreters is covered in this Contract and shall be invoiced in accordance to terms outlined in Considerations;
- b. Ensure all employees and volunteers who have access to confidential Participant information sign a DSHS Agreement on Nondisclosure of Confidential Information form.
<https://www.dshs.wa.gov/sites/default/files/forms/pdf/03-374e.pdf>;
- c. Ensure all participants understand, review and sign a service DSHS Consent Form 14-012, English and 51 additional languages can be found at
https://www.dshs.wa.gov/fsa/forms?field_number_value=14-012&title=&=Apply.

[If a Release of Information form is signed in place of the DSHS Consent Form, then DSHS must first review and approve the Release of Information form to ensure the appropriate terms regarding authorization of DSHS to share information back to the Contractor is included.](#) If an interpreter or translator is used to explain the form to the participant, the interpreter and/or translator must sign and date in the "Agency Contact/Witness" box and provide telephone contact information;
- d. Ensure activities and services do not duplicate or supplant services provided by the Contractor through other funding sources. Any services billable to Medicaid must be billed accordingly prior to being billed to this Contract.

6. CASE FILE DOCUMENTATION

- a. The Contractor shall maintain a filing system that meets HIPAA and the data security requirements in Exhibit A. Data Security. The filing system must be organized and easily assessable for the purpose of desk audits, onsite monitoring, data reconciliation for reporting and evaluation activities under this Contract.
- b. Program services and activities that require backup and/or support documentation include but is not limited to the following:
 - (1) A legible copy of the participant's Permanent Resident Card (I-551, I-94 (arrival document) or other USCIS documentation verifying current immigration status and date of arrival to the U.S.
 - (2) DSHS-approved Release of Information Form or DSHS Consent Form 14-012 in participant's native language signed by the participant and Contractor as referenced in Section 3;
 - (3) A copy of the participant's Refugee Medical Screening Form;
 - (4) Back-up documentation and materials supporting coordination, interpreting, Medicaid denials and connection to primary care;
 - (5) Other documents relevant to a Participant's domestic medical exam.

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7. REPORTING

The Contractor shall submit:

- a. To Washington State Department of Health, a completed Refugee Health Domestic Screening form for each refugee screened. Forms may be submitted via RedCap, MFT or secure email no later than 30 days from screening completion.
- b. To DSHS ORIA with request for payment, a completed Monthly Participant Billing Datasheet, format provided by DSHS ORIA. Forms may be submitted via RedCap, MFT or secure email. Participant details include but not limited to: Alien Number, Last Name, First Name, Middle Name, Date of Birth, Country of Origin, Gender, Visa Type, ORR Eligibility Date, Date of Services (MS1 and MS2 (if applicable)), MS Date of Completion, Type of Service and any other Participant details requested by DSHS ORIA.
 - (a) During months with zero medical screening appointments, the Contractor may propose administrative activities related to the services in this Contract. The DSHS ORIA Program Manager shall provide a program implementation template for the Contractor to propose activities, which shall be reported monthly in a narrative report with the invoice submitted to the DSHS ORIA Program Manager.

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EXHIBIT C – PROGRAM OUTCOMES AND CONSIDERATIONS

Refugee Medical Screening

1. Program Outcomes

a. Staffing and Training.

- (1) Maintain a refugee medical screening team to provide the activities and produce outcomes outlined in Exhibit B, Statement of Work. The Contract shall only cover costs for positions submitted within the approved budget (incorporate by reference). In the case the Contractor decides to expand staffing outside of positions outlined in the budget, the Contractor shall consult with DSHS ORIA Program Manager and DOH WA State Refugee Health Coordinator.
- (2) Participate in training related to the domestic medical screening exam. Training may include virtual webinars and videos, in-person visitation to an existing domestic medical screening site, independent learning and other opportunities provided by DSHS ORIA and DOH.

b. Domestic Medical Screening.

- (1) Develop and implement a protocol and/or standing orders outlining the roles, responsibilities and logistics for a domestic medical exam. The protocol/standing orders should fulfill all portions of the DOH screening guidelines (incorporated by reference) recommended by the CDC.
- (2) Assess and triage participants for medical complexity. Coordinate with resettlement organization, sponsors and/or community partners to schedule and complete domestic medical exam screening based on complexity triage result. The medical exam shall be completed within 90-days of ORR-eligibility. Any domestic health screening exams scheduled or completed beyond 90-days of ORR eligibility requires a request for exception to policy from the Contractor and approval from DSHS ORIA.
- (3) Connection to refugee's primary care provider regarding necessary follow-up in a timely manner in coordination with refugee or RA/partner case manager.
- (4) Completion of all Case File Documentation and Reporting activities within timelines, as outlined in Exhibit B, Statement of Work.

c. Content Submission

- (1) **Outreach flyer** indicating the refugee medical screening program by January 1, 2024
- (2) **Walk-In Appointment Protocol** for walk-in participants by January 1, 2024
- (3) **Data modernization plan** (template provided by DSHS ORIA and DOH) by February 28, 2024

d. Partner Engagement and Coordination

- (1) Attendance and participation in local, regional and statewide coordination meetings focused on domestic medical screening and refugee health. Includes strategic planning meetings in partnership with DOH and DSHS ORIA, which shall include, at minimum, all refugee medical screening clinics and refugee resettlement organizations within the geographical area of discussion. Also includes attending relevant local, regional and statewide meetings and conferences related to the services in this Contract.

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2. Considerations

Total Contract Consideration

The Contractor shall receive direct cost-reimbursement payments up to **\$68,892.00** for satisfactory performance of the work under this Contract, outlined in the Special Terms and Conditions, Exhibit B, Statement of Work and Exhibit C, Section 1. Program Outcomes. The Contract shall receive payment based the approved budget (incorporated by reference) by the following payment points:

| Payment Point | Category | Maximum |
|------------------------|---|------------------------|
| Payment Point 1 | Direct actual costs for all activities related to providing the direct participant services. Direct actual costs includes Personnel Salaries and Benefits. | Maximum of \$44,579.00 |
| Payment Point 2 | Indirect costs for clinic operation for actual time spent providing services and outcomes. Indirect costs includes Indirect (up to 10%) and Operations (costs associated with overhead, supplies, etc.) | Maximum of \$6,263.00 |
| Payment Point 3 | Interpreter services includes public health short-term employees plus external agency interpreters in-person, remotely (via phone and video), and other language access needs. Supporting documentation (actual cost with receipt(s)) must accompany invoice submission. | Maximum of \$10,000.00 |
| Payment Point 4 | Medicaid denials all Refugee medical screening activities billable to Medicaid shall be billed to Medicaid first. If services billed to Medicaid are denied or rejected by Medicaid, payment request may be sent to DSHS ORIA for payment consideration. The Contractor must obtain documentation or proof of Medicaid denial. | Maximum of \$5,000.00 |
| Payment Point 5 | Travel includes reimbursement of actual cost to send one identified staff member to attend the domestic North American Refugee Health Conference 2024. Federal per diem rates shall be applied to allowable costs covered. Travel costs may also include any additional travel requested and approved by DSHS ORIA and/or DOH. Supporting documentation must accompany invoice submission. | Maximum of \$3,050.00 |

During months with zero medical screening appointments, the Contractor may propose administrative activities related to the services in this Contract. The DSHS ORIA Program Manager shall provide a program implementation template for the Contractor to propose activities. The Contractor shall report approved activities in a monthly narrative report and submit the report with the monthly invoice to the DSHS ORIA Program Manager.

Future increases or decreases to the Contract Maximum Amount will be based on the Contractor's

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ability to meet the Contractor's Performance Outcome Goals.

Special Terms and Conditions**EXHIBIT D – PROGRAM REQUIREMENTS****Refugee Medical Screening**

October 1, 2023 – September 30, 2024

The Contractor shall comply with all program and other requirements for providing services under this Contract, as set forth below.

1. Acknowledgement of Federal Funding.

| | |
|--|----------------|
| Total Amount of Federal Funds Obligated by this Action: | \$68,892.00 |
| Total Amount of Federal Funds Obligated by DSHS, including the current financial obligation: | \$3,983,805.00 |
| Total Amount of the Federal Awards committed by DSHS: | \$3,983,805.00 |

| Refugee medical screening | |
|---|--|
| Contractor Name | Harborview Medical Center, International Medical Clinic |
| Amount Obligated by this Action | \$68,892.00 |
| Federal Award Date | 10/1/2023 |
| Federal Award Period | 10/1/2023 – 9/30/2024 |
| Federal Award Identification Number (FAIN) | 2301WARSSS |
| Total Amount of the Federal Award to Washington State Department of Social and Health Services: | \$17,977,600.00 |
| Awarding Official: | Department of Health and Human Services |
| Catalog of Federal Domestic Assistance (CFDA) Number: This is now called the Assistance Listing Number ALN | 93.566 Refugee and Entrant Assistance State Administered Program |

2. This subaward may not be used for research and development purposes.
3. In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided.