



GRANTS AND CONTRACTS APPROVAL ROUTING

CONTRACT ROUTING AGREEMENT INFORMATION

This is a: Interlocal Agreement - Award **Date:** 11/20/2023

Contract #: 2365-51782 **IC Project #:**

Contract Title: Refugee Health Promotion - International Medicine **AAG Review?**

Description: The purpose of this Contract is to develop a coordinated system of screening and managing complex medical cases of refugees residing in Washington State. The project will reduce gaps in health services for refugees with complex medical and mental health conditions.

Start Date: 10/01/2023 **End Date:** 09/30/2024

Contract Value: \$148,202.00 **Prior Value:** \$64,216.00

Reimbursement Type: Fixed Amount **Invoice Interval:** Monthly

Program Income? N/A **Additive or Deductive Method?**

Reporting Required? Yes **Person responsible for report:** Tanesha Robinson

Note: Refugee Health Promotion has been split into two contracts: Int'l Medicine and Peds. This contract is for Int'l Med. Please note monthly invoicing requirement and updated payment points. To be entered in Workday as advance spend until signed. Will be back-dated to 10/01/2023, per DSHS request. This is now a federal sub-award, which is a change from all prior years.

Budget	Program	CFDA	Federal \$	State \$	County \$	Private \$	City \$	Total
CC102351 HMC Refugee and Immigrant Health Promotion Project	previously 18157a AWD-020687 GR042213	93.566	\$ 148,202					\$ 148,202

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: AACS
Contact: Tanesha Robinson
Phone #: (206) 744-6772
Email: trob8@uw.edu
Box #: 359781

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

Workflow Status: Get Contract Approvals

Workflow Information

Initiator: Salem, Susie **Document:** Refugee Health Promotion - International Medicine 09302024 (<https://one.uwmedicine.org/sites/hmc/Grants/Contracts/>)
Started: 11/20/2023 4:34 PM **Status:** Completed
Last run: 11/22/2023 3:59 PM

Information about this instance will be automatically removed on 1/21/2024 3:59 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=316)		Completed	Refugee Healt International I 09302024 (/sites/hmc/Gr in Process/Ref Promotion - Ir Medicine 093C)
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=317)		Completed	Refugee Healt International I 09302024 (/sites/hmc/Gr in Process/Ref Promotion - Ir Medicine 093C)
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=318)		Completed	Refugee Healt International I 09302024 (/sites/hmc/Gr in Process/Ref Promotion - Ir Medicine 093C)
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=319)		Completed	Refugee Healt International I 09302024 (/sites/hmc/Gr in Process/Ref Promotion - Ir Medicine 093C)
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=320)		Completed	Refugee Healt International I 09302024 (/sites/hmc/Gr in Process/Ref Promotion - Ir Medicine 093C)

Workflow History

The workflow recorded these events.

<input type="checkbox"/> Date Occurred	Event Type	<input type="checkbox"/> User ID	Description	Outcome
11/20/2023 4:57 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 5:05 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
11/21/2023 10:35 AM	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
11/22/2023 2:30 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
11/22/2023 3:59 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

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 <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p>		<h2>INTERLOCAL AGREEMENT</h2> <h3>Refugee Health Promotion</h3>		DSHS Agreement Number: 2365-51782	
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		\$148,202.00	
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	
 <small>DocuSigned by:</small>		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.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** 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.
 - 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.

Special Terms and Conditions

- i. **“CFR”** means Code of Federation Regulations.
- j. **“Consent form”** means the DSHS 14-012(X) Consent form signed by the participant giving the Contractor and DSHS permission to share his/her personal information as it relates to contracted services.
- k. **“Contract”** means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference.
- l. **“COVID-19”** means the virus (also referred to as Corona Virus Disease 2019) identified as the cause of a pandemic outbreak of respiratory illnesses in the State of Washington.
- m. **“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.
- n. **“Data”** means any Personal Information or other information accessed or gained while providing services in accordance with this Contract.
- o. **“DSHS”** means the Washington State Department of Social and Health Services.
- p. **“DSHS Program Manager”** is the DSHS Contact person listed on page 1 of this Contract.
- q. **“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.
- r. **“ESA”** means Economic Services Administration, within DSHS.
- s. **“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.
- t. **“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.
- u. **“LGBTQI+”** means Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex, with the “+” 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](#).
- v. **“New Arrival”** means a refugee who has been in the US for two (2) years or less.

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- 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 eligible refugee receiving one or more services under the Program.
 - z. **“Refugee”** means a person who is unable to return to his/her home country because of past persecution, or a well-founded fear of future persecution based on race, religion, nationality, membership in a particular social group, or political opinion. For purposes of this Contract, the term “refugee” also refers to individuals with any of the following statuses as defined by federal law: asylees, Cuban and Haitian entrants, Amerasians, Iraqi and Afghan Special Immigrants, Afghan Humanitarian Parolees, Ukrainian Humanitarian Parolees, Unaccompanied Refugee Minors, and certified Victims of Human Trafficking.
 - aa. **“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.
 - bb. **“Third Party”** means local resources and direct service providers to whom the Contractor connects individuals, when an individual or a family requests assistance under this Contract.
 - 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. **“VOLAG”** means a voluntary 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.
- 2. Purpose.** In reference to ORR Policy Letters 20-05 and 22-06, the goal of the Refugee Health Promotion program is to promote the health and well-being of refugees and other ORR-eligible populations. To achieve this goal, allowable RHP activities include: 1) Health Education and Outreach to individual and group settings to increase health literacy, 2) Health and Mental Health Navigation to coordinate and connect participants to health care, and 3) Wellness Groups organized to support the emotional and well-being of ORR-eligible communities. The purpose of this Contract is to outline the services the Contractor shall provide under the RHP program.
- 3. 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

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Exhibit(s).

4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$148,202.00** including any and all expenses, and shall be based on the payment points within the attached Exhibits. All funding for this Contract is awarded to DSHS from the federal Department of Health and Human Services, Office of Refugee Resettlement (ORR).
5. **Background Checks.** The Contractor may be required to ensure a full and satisfactory criminal history background check has been completed for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers, and subcontractors to meet all required terms under this Contract.
6. **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.
7. **Duplication of Services.** The Contractor shall ensure that work to be performed does not duplicate services charged to the State of Washington or another funder under any other contract with the Contractor.
8. **Billing and Payment**
 - a. **Invoice System.** The Contractor shall use State Form A19-1A Invoice Voucher when submitting invoices. The Contractor shall submit one (1) invoice per month, and each invoice must be received by ORIA no later than 30 calendar days after the last day of each month, unless an exception is given by DSHS. Each Invoice Voucher submitted for payment must be accompanied by the following:
 - (1) A completed A19 Form; the CSR format will be provided by DSHS;
 - (2) A complete Contract Summary Report (CSR); the CSR format will be provided by DSHS;
 - (3) A completed Monthly Caseload Report (MCR). The format and reporting instructions will be provided by DSHS ORIA and DOH;
 - (4) On a semi-annual basis, a completed Semi-Annual Narrative Report, which details accomplishments, challenges, activities, and outcomes during the quarter.
 - (5) Any other completed program reports as requested in the attached Exhibit(s); and;
 - (6) Any other additional backup documentation requested by the ORIA Program Manager that provides clarification or gives detail regarding the A19-1A Invoice Voucher, CSR and activity reports submitted for payment.
 - b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance of a properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) 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.
9. **Interpretation and Translation Services:** The Contractor shall provide interpreter and translation

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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.

10. **Culturally Relevant Services:** The Contractor shall ensure all services are provided in the cultural context of the individual and/or individual's family. Best practices for providing culturally relevant services are to employ staff with similar cultural backgrounds and to offer training for all staff working on the program.
11. **Transportation of Clients:** Transportation of clients is not a service required under this Contract. In the event the Contractor chooses to transport clients, it is solely at the risk of the Contractor.
12. **Incorporation by Reference:** The following reference information are also available for the Contractor's use under this Contract and incorporated by reference.
 - a. The DSHS Consent Form 14-012 in English and 51 additional languages can be found at https://www.dshs.wa.gov/fsa/forms?field_number_value=14-012&title=&=Apply
 - b. The DSHS ESA Nondisclosure of Confidential Information Agreement form 03-374D for Non Employees can be found at <https://www.dshs.wa.gov/sites/default/files/forms/pdf/03-374b.pdf>
 - c. The program and budget proposal submitted and agreed upon by the DSHS ORIA Program Manager and Contractor; the DSHS ORIA Program Manager shall send the Contractor the final approved versions.
13. **Record Keeping:** The Contractor shall maintain written client records and shall make the client files available to ORIA for monitoring purposes.

14. Confidentiality and Nondisclosure

The Contractor shall:

- a. Protect information according to federal and state laws including the following incorporated by reference:
 - (1) Chapter 74.04.060 RCW, Records, Confidential -- Exceptions -- Penalty; and
 - (2) Chapter 42.56 RCW-Public Records.
- b. Use personal, confidential, and other information gained by reason of this Contract only for the purposes directly related to the administration of this Contract. Any personal use of client information is strictly prohibited. Contractor shall return, or certify the destruction of, such information if requested in writing by DSHS.
- c. Not disclose, transfer, or sell any information as described in this Contract to any party in whole or in part, except as provided by law, or to any individual or agency not specifically authorized by federal or state law, rule or regulation.
- d. Maintain the confidentiality of personal information in accordance with state and federal laws, and shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure.

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- e. Notify all authorized persons who require access to data of the use and disclosure requirements.
- 15. 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. 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. 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
 - (6) Service documentation and verification
 - (7) Desk audits
 - (8) Request for random documentation verifying services
- 16. 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 program employees.
- 17. Subcontracting:** In addition to the requirements of Section 24 of the General Terms and Conditions of this Contract, entitled Subcontracting, the Contractor shall:
- a. The Contractor shall not subcontract any of the contracted services without the prior approval of DSHS.
 - b. The Contractor is responsible to ensure that all terms, conditions, assurance and certifications set forth in the Contract are included in any and all Subcontracts.
 - c. Any failure of the Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS rights or remedies available under this Contract.
 - d. The Contractor shall:
 - (1) Submit written requests for approval to subcontract to the DSHS Contact, or designee, named on page one (1) of this Contract, along with the proposed subcontractors' qualifications prior to entering into an agreement with a subcontractor; and
 - (2) Submit copies of any subcontracts the Contractor enters into within ten (10) business days of the date of execution, along with a plan for monitoring the subcontractors at least once during

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the first six months of the subcontract; and

(3) Submit copies of subcontract monitoring reports to the DSHS Contact, or designee, named on page one (1) of this Contract, within thirty (30) calendar days of the monitoring visit.

18. **Program Training:** The Contractor shall ensure all of its employees who provide services under this Contract attend ORIA program training as requested by DSHS.
19. **Provision of Services:** The Contractor shall ensure availability of services throughout the term of the contract.
20. **Reduction of Funds:** Funding for this contract is based upon an estimated number of clients the Contractor will serve. If the Contractor's billing patterns indicate the estimate was too high, DSHS reserves the right to adjust those estimates and reduce funding accordingly. In the event DSHS chooses to exercise this right, DSHS will notify the Contractor in writing of the amount of the reduction. Both parties to this Contract agree that an amendment to this Contract will be considered proper written notice.
21. **Contract Extensions:** DSHS may make subsequent Contract awards or extensions at DSHS' sole discretion. DSHS will base such future awards or extensions on the Contractor's ability to comply with the terms and conditions of this Contract and to meet the requirements of the statement(s) of work.
22. **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 allegations(s) from providing services or having contact with clients pending final resolution of the investigation.
23. **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.

Department of Social and Health Services
Attn: Community Services Division Contracts Unit
P.O. Box 45470, Olympia, WA 98504-5470
24. **Exceptions:** The Contractor shall submit to the DSHS Contact, or designee, named on page one (1) of this Contract, a prior written request for any Exceptions. The DSHS Contact shall provide the Contractor with written approval or denial within five (5) business days of receipt of the request. The DSHS Contact shall include justification with all denials.
25. **Fraud Reporting:** The Contractor shall report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906 or on-line at <https://wadshs.libera.com/Sys7CMSPortal-FCMS-WA/fraud/report.aspx>
26. **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.

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- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

Sk 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
REFUGEE HEALTH PROMOTION

1. PURPOSE.

The goal of the Refugee Health Promotion program is to promote the health and well-being of refugees and other ORR-eligible populations. To achieve this goal, allowable RHP activities, in reference to ORR Policy Letters 20-05 and 22-06, include:

- 1) Health Education and Outreach to individual and group settings to increase health literacy;
- 2) Health and Mental Health Navigation to coordinate and connect participants to health care; and,
- 3) Wellness Groups (adjustment groups, skill-building networks or peer support workshops) organized to support the emotional and well-being of ORR-eligible communities.

The purpose of this Contract is to outline the services the Contractor shall provide under the Refugee Health Promotion program. Those services are: 1) Health navigation for medically-complex participants to support coordination of health care plan and 2) Case Consultation between participant and case workers, health care systems, and other partners supporting shared participants. Both program services will provide culturally relevant and appropriate health navigation services for newly arrived refugees and ORR-eligible communities in Puget Sound area, Washington.

a. Key Activities

- (1) **Health Navigation**, includes but is not limited to:

Complex-medical health navigation targeted to ORR-eligible participants with complex-medical conditions. The Contractors shall provide services to ensure individuals most at-risk are able to navigate and access complex health care systems. The Contractor will develop a care plan for each participant with the goal of stabilizing the client to transition into primary care. This may include clearly defined actions needed to support care coordination with case works and other health care systems and specialists.

- (2) **Other activities**, includes but are not limited to:

Training and Case Consultation includes providing case consultation between highly complex participant case and resettlement agencies, refugee health screening clinics, health promotion partners, case workers and other relevant parties to support individual participant care plans. Training also includes both individual and group training focused on topics related to complex medical case considerations and topics.

- (3) **Supplemental Activities** include but are not limited to:

Program Materials. Developing a flyer with the Contractor service details outlined in this contract. The service details shall include, at minimum, the service available, how to access services, hours of operations and Contractor contact information. The flyer shall be translated, if needed, to the appropriate languages accessing services for this Contract.

Partner Meetings. Identifying a point of contact to attend meetings related to refugee services and refugee health, including but not limited to the following:

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- i. Refugee Health Coalition Meeting
- ii. Newly-arrived Workgroup Meeting (NAWG)
- iii. Community Quarterly Consultation Meetings
- iv. Refugee Health Promotion Meetings
- v. Provider Check-In Meetings with DSHS ORIA Program Manager and DOH
- vi. And all other meetings and/or trainings required by DSHS ORIA and/or DOH.

2. Participant Eligibility

Participants eligible for this program include Washington state residents who:

- a. Have legally resided in the U.S. less than sixty (60) months or meet current ORR eligibility guidelines; and
- b. Have any of the following immigration statuses:
 - (1) Refugees,
 - (2) Asylees,
 - (3) Cuban-Haitian entrants,
 - (4) Amerasians,
 - (5) Victims of trafficking who receive certification letters from ORR,
 - (6) Iraqi and Afghan special immigrants with Special Immigrant Visas,
 - (7) Afghan Humanitarian Parolees,
 - (8) Ukrainian Humanitarian Parolees, or
 - (9) ORR-eligible populations
- c. Time in the U.S. is based on the date a trafficking victim is Certified/Approved by the Office of Refugee Resettlement and for asylees, it is the approval date of the asylum petition.
- d. Immigration documents must be collected to verify eligibility for the program. In the circumstance that the Contractor is unable to collect immigration documents, DSHS may support verification after the client completes the consent form referenced in the Special Terms and Conditions.

3. Staffing and Administrative Requirements

The Contractor must:

- a. Provide staffing as indicated in the Contractor's budget (incorporated by reference). Properly train staff to provide culturally and linguistically appropriate services with professionalism and skills to best support the participants.
- b. Services must be provided in the primary language of most participants. The use of part-time interpreters is encouraged to ensure services can be provided in participants' primary language. The use of interpreters must be documented on forms signed by the participant and in case notes;
- c. Ensure all employees and volunteers who have access to confidential client information sign a DSHS Agreement on Nondisclosure of Confidential Information form.
<https://www.dshs.wa.gov/sites/default/files/FSA/forms/pdf/03-374b.pdf> ;
- d. Ensure all participants understand, review and sign a service "Consent form" The DSHS Consent Form 14-012 in English and 51 additional languages can be found at https://www.dshs.wa.gov/fsa/forms?field_number_value=14-012&title=&=Apply. If an interpreter or translator is used to explain the form to the participant, the interpreter and/or translator must sign

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and date in the "Agency Contact/Witness" box and provide telephone contact information;

- e. Ensure activities and services do not duplicate or supplant services provided by the Contractor through other funding sources.

4. Contractor Responsibilities

a. The Contractor shall:

- (1) Hire and train the appropriate staff, incorporate by reference in the approved budget, who will provide services outlined in this Contract;
- (2) Complete all reporting requirements within the timelines outlined in the Special Terms and Conditions;
- (3) Provide interpretation and translation at no cost to the client;
- (4) Consult and/or bring in subject matter experts and coordinate services that would meet participant needs and align with the program's priority areas, as needed;
- (5) Report all cases of child abuse or suspected child abuse in accordance with Washington state's mandated reporter laws;
- (6) Ensure services are available free of charge to participants;
- (7) Use discretion on the types of services or activities allowed under the Program to ensure services meet participants' needs. Allowable services are included in Section 1.A. Key Activities

b. The Contractor shall provide the following services:

(1) Health Navigation

- (a) **Individual intensive care coordination** for participants with complex-medical conditions. The Contractor shall serve at least 5 participants per month with on-going care coordination and health navigation.
 - i. The Contractor shall complete an intake form, which may be populated with information from an approved referral form.
 - ii. The Contractor shall assess the Participants medical condition and develop a care plan with the end goal to stabilize the participant and transition to ongoing primary care. The care plan may be in partnership with the Participant;s case worker and/or other health care systems.
 - iii. The Contractor shall document and assess the participant's progress over time to determine when a Participant may be stable enough to transition to primary care.

(2) Other Activities

- (a) **Training and Case Consultation** to resettlement agencies, refugee health screening clinics, health promotion partners, case workers and other relevant parties to support individual participant care plans.

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- i. The Contractor shall assess training needs among partners and identify key topics to prioritize. Training may be provided individually or groups and in-person or virtually. Training learning goals should be clear and relevant to services in this contract. The Contractor shall facilitate at least 2 trainings during the contract year.
- ii. The Contractor will participate, as needed, in complex medical case conference calls to provide input, perspectives and considerations for medically-complex participants.

5. Case File Documentation

- a. The Contractor shall have the discretion to maintain a filing system that best meets its business needs, however, files must be organized and easily assessable for the purpose of desk audits and onsite monitoring 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 14-012(X) Consent form in participant's native language signed by the participant and Contractor as referenced in Section 3;
 - (3) A copy of the participant's Intake;
 - (4) A copy of the participant's assessment (if applicable);
 - (5) Back-up documentation and materials supporting group activities conducted;
 - (6) Contractor documents or notes regarding support groups conducted.
 - (7) Attendance/sign-in sheets or other verification for support groups.

6. Reporting

- a. On a monthly basis, the Contractor must submit:
 - (1) A-19 invoice for payment as described in Special Terms and Conditions.
 - (2) Contract Summary Report (CSR) which itemizes each payment point referenced in Exhibit C.
 - (3) Monthly Caseload Report (MCR) reporting document which details required participant demographic information, monthly service activities and dates of participation. DSHS ORIA Program Manager and DOH will provide templates to the Contractor.
- b. On a semi-annual basis, the Contractor must submit a Semi-Annual Narrative Report which details program activities (including activities related to program evaluation), successes, challenges, and plans for the upcoming quarter. DSHS ORIA Program Manager and DOH will provide templates to the Contractor.
- c. On an annual basis, the Contractor must submit an Annual Goal Performance Outcomes reporting document. DSHS ORIA Program Manager and DOH will provide templates to the Contractor.

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EXHIBIT C – PROGRAM OUTCOMES AND CONSIDERATIONS

REFUGEE HEALTH PROMOTION

1. Program Outcomes

The Summary of program outcomes includes:

Scope of Work	Activity	Outcome
Health Navigation	Individual Intensive Medical Case Management	<p>At least 5 participants with complex medical conditions will receive on-going care coordination and health navigation each month.</p> <p>To measure whether completion of care has been achieved, Participants care plan is evaluated on an on-going basis and consulted with providers.</p> <p>In the case where zero or less than 5 participants are seen, the Contractor may submit a monthly narrative with updates on the program.</p>
Other	Training	Assess training needs among partners and identify key topics to prioritize. Training may be provided individually or groups and in-person or virtually. Training learning goals should be clear and relevant to services in this contract. The Contractor shall facilitate at least 2 trainings during the contract year.
	Case Consultation	Participate in case conference calls to support and provide technical assistance to case workers, health care systems and other partners on an as needed basis upon request and availability.

2. Consideration.

Total Contract Consideration

The Contractor shall receive direct cost-reimbursement payments up to **\$148,202.00** 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 actual staff time spent to provide services outlined in this Contract. Direct actual costs includes Personnel Salaries and Benefits.	Maximum of \$129,729

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Payment Point 2	Operations costs for all activities related to providing the direct participant services. Operations costs includes training, supplies, translation and interpretation	Maximum of \$5,000
Payment Point 3	Administrative costs includes indirect costs to support the program. There is a maximum of 10% applied on indirect administrative costs.	Maximum of \$13,473

Future increases or decreases to the Contract Maximum Amount will be based on the Contractor's ability to meet the Contractor's Performance Outcome Goals.

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EXHIBIT D – Program Requirements

Refugee Health Promotion

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:	\$148,202.00
Total Amount of Federal Funds Obligated by DSHS, including the current financial obligation:	\$7,703,736.00
Total Amount of the Federal Awards committed by DSHS:	\$7,703,736.00

Refugee Health Promotion	
Contractor Name	Harborview Medical Center – International Medical Clinic
Amount Obligated by this action	\$148,202.00
Federal Award Date	10/3/2022
Federal Award Period	10/1/2022-9/30/2026
Federal Award Identification Number (FAIN)	2301WARSSS
Total Amount of the Federal Award to Washington State Department of Social and Health Services:	\$7,703,736.00
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.