

**HDC.293  
INTERLOCAL AGREEMENT  
BETWEEN  
CLARK COUNTY (hereinafter referred to as County)  
AND  
CLALLAM COUNTY  
(hereinafter referred to as Contractor)**

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**WHEREAS, THIS AGREEMENT** is made and entered into by and between County and Contractor to provide HIV/AIDS case management services in Clallam County and Jefferson County for the period 04/01/09 to 03/31/10. This Agreement is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. SERVICES AND COMPENSATION**

In consideration of COUNTY's reimbursements of not more than \$54,780 (for the contract period) to be made to Contractor, and Contractor's agreement to the terms and conditions of this Agreement, Contractor provide HIV/AIDS Case Management and other related support services to clients in Clallam County and Jefferson County, to wit:

- 1. Services
  - a. Case Management Services

Contractor shall provide HIV/AIDS Medical Case Management services for at least 40 face-to-face encounters and 250 other contacts for at least 35 unduplicated persons per contract period. Services shall be provided to any person diagnosed with HIV/AIDS who resides in the Region 6 AIDSNet service area. The goal of HIV/AIDS Medical Case Management is to help individuals living with HIV to access primary medical care and medications, identify and remove barriers to medical care, and ensure adherence to a prescribed treatment plan. This service shall be conducted in accordance with the Ryan White HIV/AIDS Treatment Modernization Act's (RWHATMA) service standards and the Case Management Standards for the State of Washington.

- i. Primary service activities for Medical Case Management include assistance and support with applying, accessing, and adhering to core medical services, including:
  - 1. Entitlement programs such as Medicare, Medicaid, Veteran's Administration
  - 2. HIV medical management services: Early Intervention Program (EIP), Evergreen Health Insurance Program (EHIP)
  - 3. Primary medical care, including medications, oral health care, home health care services, medical nutritional services, mental health services, and substance abuse treatment.
- ii. Secondary service activities for Medical Case Management include assistance with applying and accessing support services including:
  - 1. Housing Assistance
  - 2. Medical Transportation
  - 3. Food and Meal Programs
  - 4. Linguistic Services

5. HIV-related legal services, and/or referrals for other health care and support services.

b. Transportation Services

Contractor shall provide persons who qualify medical transportation vouchers as needed. Contractor shall not exceed 64 vouchers at \$25.00 per voucher.

c. Housing Services

1. The provision of short-term or emergency financial assistance to support temporary and/or transition housing to enable an individual or family to gain and/or maintain access to medical care. And/Or Contractor shall provide housing-related referral services defined as:
  2. Connecting clients with individual services and programs provided by professionals who possess an extensive knowledge of local, state, and federal housing programs and how they can be accessed, including; assessment, search, placement, and fees associated with them.
  3. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services, such as residential mental health services, foster care or assisted living residential services.
  4. All housing must be linked to medical and/or health-care services or be certified as essential to a client's ability to gain and or maintain access to HIV-related medical care or treatment.
  5. Funds cannot be used to pay mortgage payments.
  6. All persons who are diagnosed with HIV/AIDS in Region 6 AIDSNet are eligible for this assistance, with a referral from an authorized Medical Case Manager in Region 6 AIDSNet.
  7. Documentation of need for housing to gain or maintain HIV medical care or treatment and a written plan for obtaining permanent housing is required in the client's file.
  8. Report to county monthly the number of clients who receive housing services and/or housing related referral services.

2. Time

The contract shall commence April 1, 2009 and shall terminate March 31, 2010, unless extended by the mutual written consent of both parties.

3. Compensation

County shall pay the Contractor for performing said services so long as there is funding available, upon receipt of a written invoice. Fees paid Contractor shall be actual monthly expenditures plus 10% administration fee and shall not exceed:

Case Management Services: \$50,680.00  
Housing Services \$2,500.00.

Medical Transportation Services \$1,600.00.

Total contract shall not exceed \$54,780.00 without the prior written consent of both parties. Payment for costs due and payable under this agreement must be submitted to County by April 30, 2010.

Referral notification and invoices shall be routed to:

Case Management  
Clark County Public Health  
PO Box 9825  
Vancouver WA 98666-8825

## **2. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **3. CONFIDENTIALITY**

Contractor and County agree to comply with HIPPA requirements when sharing protected health information as stated in Exhibit A, "Business Associate Agreement".

## **4. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **5. AGREEMENT ALTERATIONS AND AMENDMENTS**

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

## **6. TERMINATION**

### **6.1 Voluntary Termination**

Each party may provide the other party with written notice of its intent to terminate this agreement no later than 30 days prior to the effective date of termination. If this Agreement

is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **6.2 Involuntary Termination for Cause**

If Contractor fails to fully perform in a timely and proper manner under this Agreement, COUNTY shall give Contractor written notice of such failure. Such written notice will include notice of termination if the failure to perform is not cured within 30 calendar days. The effective date of termination shall be retroactive to the date of such non or partial performance. Any partial payment made by Contractor for the month of termination shall be refunded to COUNTY by Contractor.

COUNTY reserves the right to recover from Contractor any expenses incurred by COUNTY as a result of Contractor's nonperformance. This reimbursable expense shall be in addition to any other provision of this Agreement.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## **8. GOVERNANCE**

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

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

- a. Applicable state law and federal statutes and rules;
- b. County laws, procedures and policies;
- c. Statement of work; and
- d. Any other provisions of the Agreement, including materials incorporated by reference.

## **9. ASSIGNMENT**

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

## **10. WAIVER**

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

## **11. SEVERABILITY**

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

## **12. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed to by the parties, including "Attachment A". No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

## **13. CERTIFICATIONS AND ASSURANCES**

Contractor shall assure services are provided in compliance with the certifications and assurances outlined in Certifications and Assurances attached hereto and incorporated herein as Exhibit B.

## **14. AMERICANS WITH DISABILITIES ACT**

Contractor shall assure services are provided in compliance with Section 504 of the American with Disabilities Act and shall certify compliance and corrective action as required and described herein and attached hereto as Exhibit C. All documentation shall be due to County within 30 days of the commencement of the agreement.

## **15. SPECIAL REQUIREMENTS**

Contractor shall assure that services are provided in compliance with the requirements set forth and attached herein as Exhibit E "Special Requirements".

## **16. CONTRACT MANAGEMENT**

The extent and character of all work and services to be performed under this Agreement by the Agency shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:	David Heal
Title:	Program Manager
Department:	Clark County Public Health
Address:	PO Box 9825 Vancouver WA 98666-8825
Telephone:	360.397.8086
E-mail:	

Contact information: Clallam County

Name:	Christina Hurst
Title:	Program Manager
Department:	Health & Human Services
Address:	223 East 4 <sup>th</sup> Street; Suite #14
Telephone:	360-417-2364
E-mail:	churst@co.clallam.wa.us

## **17. INDEMNIFICATION**

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims, which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

## **18. LIABILITY**

(a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

(b) All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this agreement shall be the responsibility of the County and not the responsibility of the Contractor if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (County) or employees, respectively, as provided by statute or court decisions.

(c) In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the LHJ and the County in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the LHJ and the County to the extent of each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the LHJ, the State, its agencies (the County) or their employees, respectively, as provided by statute or court decisions.

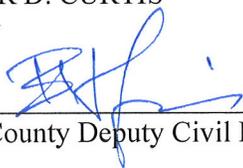
IN WITNESS WHEREOF, the parties have executed this Agreement.

Attest:

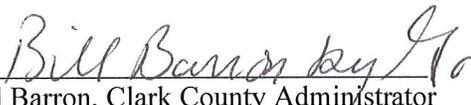
APPROVED AS TO FORM ONLY

ARTHUR D. CURTIS

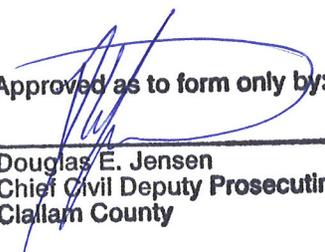
Attorney

By   
Clark County Deputy Civil Prosecutor

By   
Clallam County Board of Commissioners  
*Howard v. Doherty, Sr., Chair*

By   
Bill Barron, Clark County Administrator

Approved as to form only by:

  
Douglas E. Jensen  
Chief Civil Deputy Prosecuting Attorney  
Clallam County

## Exhibit A

### **BUSINESS ASSOCIATE CONTRACT PROVISIONS**

Definitions: Covered entity shall mean Clark County.

Business Associate shall mean Clallam County Health Department.

Obligations & Activities of Business Associate:

1. Business Associate agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with Health Information Portability and Accountability Act (HIPAA).
7. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. Business Associate agrees to provide to Covered Entity or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that such use or disclosure would not violate HIPAA.

#### Obligations of Covered Entity:

1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

#### Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for Covered Entity to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

#### Termination for Cause:

1. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either provide an opportunity for Business Associate to cure the breach or violation, or immediately terminate this Agreement if cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
2. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

Exhibit B

CERTIFICATIONS AND ASSURANCES

**In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: “I. Federal Compliance” and “II. Standard Federal Assurances and Certifications”. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a “Subrecipient” and the effective date of the amendment shall also be the date at which these requirements go into effect.**

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the “Payment” section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer  
 Office of Financial Services  
 Department of Health  
 Post Office Box 47901  
 Olympia, Washington 98504-7901

- 1. CIRCULARS ‘COMPLIANCE MATRIX’** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

*COMPLIANCE MATRIX*

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.
3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Circular A-133, as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Circular A-133.

II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

## **CERTIFICATIONS**

### **1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### **2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
  - (1) The dangers of drug abuse in the workplace;
  - (2) The contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer  
Office of Grants Management  
WA State Department of Health  
PO Box 47905  
Olympia, WA 98504-7905

### **3. CERTIFICATION REGARDING LOBBYING**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

#### **5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

#### **6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION**

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

**Exhibit C**  
**Assurance of Compliance**  
(Return original with contract)

1. I understand that federal and state laws prohibit discrimination in public accommodation and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through contracting with a governmental entity receiving federal funds) to make their programs, services and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities.
2. I agree to comply with, and to require that all subcontractors comply with, the 504/ADA requirements.
3. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship.
4. I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein and Section 504 and the ADA shall be deemed a breach of a material provision of the contract between Clark County and the Contractor. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of this contract by Clark County.

**Pursuant to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire**

---

*Name of Contractor, Company, Organization or Firm*

**IS in compliance with 504/ADA.**

**Is NOT in compliance with 504/ADA**

If the above response is "Not in Compliance" the attached Correction Action Plan lists the items to be addressed and completion dates of said items.

**This 504/ADA Disability Assurance of Compliance was completed by:**

---

*Print Name*

*Title*

*Work Number*

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*Signature*

*Date*

**ADA Self-Evaluation Questionnaire**  
(Do not return this form with your contract)

**General Requirements**

Please check the appropriate answers. If necessary, attach additional pages of explanation. If your organization or firm has fewer than 15 employees, please skip Section 1 – 504/ADA Coordinator and proceed to Section 2 – Program Access.

Item	Yes	No	N/A
<b>Section 1 - 504/ADA Coordinator</b>			
1. Do you have a 504/ADA coordinator?			
If so, please identify the individual:  Name: -----  Phone Number: -----			
2. Do you have an internal grievance procedure that allows for quick and prompt solutions for any complaints based on alleged non-compliance with 504/ADA?			
3. Do you have a policy that provides for notifying participants, applicants, employees, unions, and professional organizations holding collective bargaining or professional agreements that you do not discriminate on the basis of disability?			
4. Have you notified the aforementioned organizations of your non-discrimination policy?			
5. Do you have on-going staff training to ensure that staff fully understands your policy of non-discrimination on the basis of disability and can take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities?			
<b>Section 2 – Program Access</b>			
1. Do you notify the public and other interested parties that agency meetings, board of director meetings, hearings, conferences, public appearances by elected officials, and other interviews will be held in accessible locations?			
2. Do you notify the public and other interested parties that auxiliary aids (sign language interpreters, readers) will be provided, upon request, to participants with disabilities?			
3. Do you have a teletypewriter (TTY or TTD), or do you use the Washington			

Telecommunications Relay Service to Facilitate communication with individuals who use TTY's for communication purposes?			
4. Do you provide ongoing training to familiarize appropriate staff with the operation of the TTY and other effective means of communicating over the telephone with people with disabilities?			
5. Do you make available, upon request, written material in alternate formats for people who have disabilities? (I.e. braille, audiocassette tapes, readers, or large print.)			

Item	Yes	No	N/A
6. Are printed posters, announcement, and printed materials (including graphics) clearly legible and placed in physically accessible locations where print can be read from wheelchair?			
7. If you have a mailing list for the purposes of information dissemination, does it include different disability groups?			
8. Are your TTY or TTD numbers and procedures for accessing your services printed on all material distributed to the public?			
9. Do you have a policy and procedure for safe emergency evacuation of people with disabilities from your facility(s)?			
<b>Section 3 – Employment and Reasonable Accommodation</b>			
1. When gathering affirmative action data regarding disabilities do you make it clear that: A. The information requested is intended for use solely in connection with reporting requirements B. The information is voluntary C. The information will be kept confidential; and D. Refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment?			
2. If you make pre-employment inquiries or conduct pre-employment medical examination: A. Is the inquiry related to the applicant’s ability to perform the job? B. Do you condition offers of employment on the results of these examinations? C. Do you require this examination for <u>all</u> employees in the same job classification? D. Are <u>all</u> applicants in the same job classification asked the same medical and/or interview questions?			
3. During the application, interviewing, hiring and employment process, do you provide reasonable accommodations to applicants and employees with disabilities?			
4. Do you have a written policy stating the following?			

504/ADA requires that information concerning an applicant's medical condition history must be kept separate from personnel records and may be shared in only three ways:

- A. Supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodation(s);
- B. First aid and safety personnel may be informed if the condition might require emergency treatment; and
- C. Government officials investigating compliance with 504/ADA shall be provided with relevant information upon request.

<b>Section 4 - Physical Accessibility</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Complete the Checklist for Readily Achievable Barrier Removal and then answer the following questions:			
1. Is the building(s) where your business is located barrier free?			
2. If you checked <b>NO</b> to any of the items on Section 3 - Employment and Reasonable Accommodation checklist above, would these areas prevent an individual with a disability from accessing your program(s) or service(s)?			
3. If access would be impacted, describe on the Corrective Action Plan what steps will be taken to eliminate the barrier(s). If there are extenuating circumstances which would make the barrier removal a financial or administrative burden, please explain in the Corrective Action Plan.			

This ADA Self-Evaluation Questionnaire was completed by:

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*Print Name*

*Title*

*Date*

*Work Number*

**EXHIBIT D  
INVOICE**

Invoices for payment should be submitted monthly to Clark County Public Health. Payment will be made on a cost reimbursement basis for costs identified in the accompanying budget and submitted in the following form: Contractor must retain appropriate records to clearly justify invoiced expenses.

**REGION 6 AIDSNET  
2008-09 Part B INVOICE**

Month/Year: \_\_\_\_\_

Submitting Agency: Clallam County

Contract Number: HDC.293

	Services Provided	Budget Amounts			Current Billings			Budget Remaining			Quarterly Objectives
			Part B	Other		Part B	Other		Part B	Other	
Case Mgmt.	Medical Case Management		50,680								
Medical Transp.	Conveyance to core medical services		1,600								
Housing Services	Housing Services		2,500								
	<b>TOTAL</b>	-	54,780	-							

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**EXHIBIT E**  
**SPECIAL REQUIREMENTS**

**1. Definitions and Responsibilities**

a. **Contractor/Subcontractor** – Contractors are those entities receiving Ryan White Part B funds directly from the grantee, DOH. Subcontractors are those entities receiving funds from the Regional AIDSNET. Unless specifically stated in this agreement, subcontracting these funds by Region 6 Subcontractors during the contract period is prohibited.

Contractors or their subcontractors shall:

- 1) Maintain written documentation that each client receiving Ryan White Program Part B services is infected with HIV. A referral from a medical or case management provider can serve as documentation of eligibility for Ryan White Part B services. The requirement will be waived for programs providing anonymous, drop-in, telephone support services, or for non-infected individuals as defined by DSS Program Policy Guidance #1 (June 1, 2000).
- 2) Monitor expenditures of Ryan White Program Part B funds to assure confidentiality, client equity, compliance with federal and state guidelines, and to remain within annual budget.
- 3) Contractors or their subcontractors providing medical HIV case management shall:
  - (a) Have a signed contract with the Department of Social and Health Services to provide Title XIX case management for eligible clients, thus ensuring Ryan White funds are the funds of last resort.
  - (b) Adhere to the *Statewide Standards for Medical HIV Case Management, April 2007*, available from the Statewide Case Management Coordinator and at [http://www.doh.wa.gov/cfh/HIV\\_AIDS/Client\\_Svcs/TitleXIXHIVCaseManagement.htm](http://www.doh.wa.gov/cfh/HIV_AIDS/Client_Svcs/TitleXIXHIVCaseManagement.htm).
  - (c) Monitor and document client-level acuity according to the *System Acuity Measurement for HIV Care Case Management* guidelines, January 2004.
  - (d) Include in all Release of Information forms for new and renewing clients receiving Ryan White Program, Part B-supported medical case management, permission for DOH to periodically review client charts for quality assurance and evaluation purposes.

**2. Reporting Requirements**

The contractor shall provide the following reports by electronic mail (preferred), U. S. mail, or fax no later than the close of business on the dates indicated. Reports shall be submitted to:

David D. Heal L.C.S.W

Region 6 AIDSNET Coordinator.  
Clark County Public Health  
1601 E Fourth Plain Blvd., 3rd Floor  
Vancouver, WA 98666

P.O. Box 9825  
Vancouver, WA 98666

tel: 360-397-8086  
fax: 360-397-8442

David.Heal@clark.wa.gov      [www.clark.wa.gov](http://www.clark.wa.gov)

Receipt of timely program reports by Region 6 AIDSNET is imperative. Failure to comply with reporting requirements may result in the withholding of funds.

**a. Quarterly Reports**

Reporting Time Period	Report due date
April 1, 2009–June 30, 2009	July 10, 2009
July 1, 2009–September 30, 2009	October 10, 2009
October 1, 2009–December 31, 2009	January 10, 2010
January 1, 2009–March 31, 2010	April 10, 2010

Quarterly reports shall include the following components:

**(1) Implementation Plan** – Document your progress in meeting the stated objectives. Provide actual numbers for each quarter on form provided by Region 6 AIDSNET.

**(2) Narrative** – Include information about:

- Problems/issues around provision of Core Medical Services
- Problems/issues around provision of Support Services
- New access points into HIV care services
- Deficit Reduction ACT (DRA) – involvement with Medicaid office to address challenges of entitlement
- Accomplishments for the reporting period
- Other success/challenges
- Budget problems/concerns
- Other issues

(3) **Fiscal** – Indicate Ryan White Program, Part B funds, expended to date and funds anticipated to be expended during remainder of contract year on form provided by Clark County Public Health.

**b. Semi-annual Reports**

Reporting Time Period	Report due date
April 1, 2009–September 30, 2009	October 10, 2009
October 1, 2009–March 31, 2010	April 10, 2010

**Unduplicated Client Demographics** – Complete the form provided by DOH, indicating the demographics of **cumulative** unduplicated clients served.

**c. Annual Reports**

Reporting Time Period	Report due date
April 1, 2009–March 31, 2010	April 10, 2010

**Ryan White Data Report (RDR)**

By March 2, 2010, the contractor, and all subcontractors who receive more than \$10,000 in Ryan White Program Part B funds, between January 1, 2009 and December 31, 2009, shall collect and enter calendar year 2009 data required for the RDR. Contractors or their subcontractors shall enter data into the Health Resources and Services Administration (HRSA), HIV/AIDS Bureau’s online data entry form at the following website: [www.hab.hrsa.gov/tools.htm](http://www.hab.hrsa.gov/tools.htm). Contractors or their subcontractors shall review instructions for completing the online data form and for specific data required at this website prior to completion of the form.

**d. Additional Reporting Requirements**

Within 30 days of written notification, the contractor shall comply with any additional reporting requirements mandated by state or federal directive during the contract period.

**3. Contract Management**

**a. Fiscal Guidance**

(1) **Funding** – Funds provided in the Budget are for services to be provided during Federal Fiscal Year (FFY) 2009 (April 1, 2009 through March 31, 2010) only. Note: The period of April 1, 2010 through May 1, 2010 is for the provision of reports only. No billable activity may occur during this time under this contract.

The contractor shall submit all claims for payment for costs due and payable under this contract incurred during FFY 2009 by **April 10, 2010**. Belated claims shall be paid at the discretion of DOH and are contingent upon the availability of funds.

- (2) **Submission of Invoice Vouchers** – The contractor shall submit correct invoice vouchers monthly for all amounts to be paid by Clark County Public Health under this contract to the Region 6 AIDSNET Coordinator at the address listed above, using the form provided for this purpose.

The contractor shall use the budget categories as the expense categories on the invoice voucher.

- (3) **Advance Payments Prohibited** – Ryan White funds are “cost reimbursement” funds. No payment in advance or in anticipation of services or supplies to be provided under this agreement shall be made by Clark County Public Health, including payments of “one-twelfth” of the current fiscal year’s funding.
- (4) **Payer of Last Resort** – No Ryan White Program, Part B, funds shall be used to provide items or services for which payment has been made or reasonably can be expected to be made, by third party payers, including Medicaid, Medicare, the Early Intervention Program (EIP) and/or State or local entitlement programs, prepaid health plans or private insurance. Therefore, contractors, or their subcontractors, providing case management services shall assure that eligible individuals will be expeditiously enrolled in Medicaid, and that Ryan White Program funds will not be used to pay for any Medicaid-covered services for Medicaid enrollees.
- (5) **Cost of Services** – The contractor assures that individuals served are not charged more for HIV services than allowed by Sec. 2617(c) of Ryan White legislation (Public Law 101-381; 42 USC 300ff-27).
- (6) **Provision of Non-cash Incentives** – Ryan White Program Part B funds **may** be used to provide **non-cash** incentives for activities such as participation in needs assessments, focus groups, surveys, etc.
- (7) **Emergency Financial Assistance** – Ryan White Program Part B emergency financial assistance funds shall be used **only** for the provision of **medication assistance** (including medication co-pays and deductibles). The contractor shall not use Ryan White Part B dollars to provide a parallel medication service to EIP. Contractors, or their subcontractors, providing case management services shall make every effort to enroll clients in EIP.
- (8) **Payment of Cash or Checks to Clients Not Allowed** – Where direct provision of service is not possible or effective, vouchers or similar programs, which may

only be exchanged for a specific service (e.g., transportation), shall be used to meet the need for such services. Voucher programs shall be administered to assure that vouchers cannot be readily converted to cash.

- (9) **Payment for “No Shows” Not Allowed** – Service providers (e.g., mental health providers, oral health providers, etc.) shall not be reimbursed with Ryan White Program Part B funds for scheduled appointments if a client fails to keep the appointment.
- (10) **Funds for Needle Exchange Programs Not Allowed** – No Ryan White Program Part B funds shall be expended to support needle exchange programs.

**b. Contract Modifications**

- (1) **Notice of Change in Services** – The contractor shall notify Region 6 AIDSNET program staff, within 45 days, if any situations arise that may impede implementation of the services contained in the Statement of Work. Clark County Public Health and the contractor will agree to strategies for resolving any shortfalls. Clark County Public Health retains the right to withhold funds in the event of substantial noncompliance.
- (2) **Transfer of Funds among Budget Categories** – Non-fee-for-service providers may transfer contracted funds identified in the Budget among direct expense categories, EXCEPT equipment, as long as the amount of the **cumulative** transfer does not exceed ten percent of the total contracted funds for the current Ryan White fiscal year and does not change the Statement of Work.
- (3) **Unilateral Amendment** – The Clark County Public Health Contracting Officer may unilaterally amend the contract in order to (a) correct a clerical error or (b) add emergency care or special purchase funds such as those earmarked for specific equipment purchases, or to meet the changing or emergent service needs of the community within the scope of work.

The contractor shall be notified fourteen (14) days in advance of the effective date.

- (4) **Other Contract Amendment, by Letter of Authority** – Changes in this contract may be made, provided that Clark County Public Health program staff and the contractor approve a written Letter of Authority specifying the changes, AND
  - (a) The total maximum consideration for the contract is not increased or decreased as a result of the change,
  - (b) The change results in an off-setting transfer of funds between expenditure categories, and

(c) The Statement of Work does not change.

- (5) **Contract Amendments – Effective Date** – The contractor shall not begin providing the services authorized by a contract amendment until such time as the contractor has received a signed, fully executed copy of the contract amendment from Clark County Public Health.

**c. Subcontracts**

Subcontracting by the Contractor is prohibited during the period of this agreement without written permission from the Region 6 AIDSNET Coordinator.

**4. Coordination with Comprehensive Risk Counseling Services (CRCS)**

If requested by a CRCS provider, subcontractors shall execute written agreements with CRCS providers to document how CRCS services and activities will be coordinated with Ryan White-funded medical HIV case management services and activities, to avoid duplication of effort and resources. Technical assistance is available from the Washington DOH.

**5. Confidentiality Requirements**

The contractor, and its subcontractors, if any, must preserve the confidentiality of the clients they serve pursuant to the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW). Please see below to identify the category your agency best fits. Failure to maintain client confidentiality could result in civil or legal litigation against employees or agencies per the WAC and RCW.

***Category One: Agencies that keep confidential and identifiable records including medical diagnosis and lab slips.***

If your agency fits this definition, you must comply with federal and state requirements regarding the confidentiality of client records. Proof of the contractor meeting these requirements may be requested during a site visit or audit. To meet the requirements the contractor must have the following in place:

- Clearly written agency policies regarding confidentiality and security of records
- Appropriate physical and electronic security measures to prevent unauthorized disclosures
- Signed statements of confidentiality and security for all staff members who have access to sensitive information, either through access to files or through direct contact with clients. These statements should be on file at the contractor’s office and updated yearly
- Appropriate confidentiality training provided to employees with records of attendance

***Category Two: Agencies that have access to HIV/STD information through contact with clients or target populations, but do not maintain client records.***

If your agency fits this definition, you are required to have the following in place:

- Signed confidentiality statements from each employee. These statements must be on file at the contractor's office and updated yearly
- Appropriate confidentiality training provided to employees with records of attendance

Technical assistance is available through the DOH.

\*Disclosure of information is governed by the Washington Administrative Code (WAC) 246-101-120, 520 and 635, and the Revised Code of Washington (RCW) 70.24.080, 70.24.084, and 70.24.105 regarding the exchange of medical information among health care providers related to HIV/AIDS or STD diagnosis and treatment. Please note that contractors and their subcontractors fit under the definition of "health care providers" and "individuals with knowledge of a person with a reportable disease or condition" in the WAC and RCW.