



**CONTRACT AMENDMENT
Washington Connection
Removes HIPAA and HITECH**

DSHS CONTRACT NUMBER:
1391-70207

Amendment No. 01

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Harborview Medical Center		CONTRACTOR doing business as (DBA) Harborview Mental Health Center	
CONTRACTOR ADDRESS 325 Ninth Avenue Box 359760 Seattle, WA 98104-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 578-037-394	DSHS INDEX NUMBER 1145
CONTRACTOR CONTACT Bonnie Conley	CONTRACTOR TELEPHONE (206) 744-2229	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS conley@u.washington.edu
DSHS ADMINISTRATION Economic Services Administration		DSHS DIVISION Community Services Division	DSHS CONTRACT CODE 3067DS-91
DSHS CONTACT NAME AND TITLE Stephanie Hill Program Administrator		DSHS CONTACT ADDRESS PO Box 45440 Olympia, WA 98504-5440	
DSHS CONTACT TELEPHONE (360) 725-4666	DSHS CONTACT FAX (360) 725-4905	DSHS CONTACT E-MAIL ADDRESS hillsr@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 11/14/2014 1-1-15 RB	CONTRACT END DATE 11/30/2019 1-31-20 RB		
PRIOR MAXIMUM CONTRACT AMOUNT \$0.00	AMOUNT OF INCREASE OR DECREASE \$0.00	TOTAL MAXIMUM CONTRACT AMOUNT \$0.00	
REASON FOR AMENDMENT: CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input type="checkbox"/> Additional Exhibits (specify):			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE PAUL HAYES, RN EXECUTIVE DIRECTOR		DATE SIGNED 12-29-14
DSHS SIGNATURE 	PRINTED NAME AND TITLE Ramona Bushnell, Contracts Officer DSHS/ESA/Community Services Division		DATE SIGNED 12-30-14

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. The following sections of the DSHS General Terms and Conditions in the original contract are hereby deleted and no longer in effect in this data sharing agreement:

Removal of #23 HIPAA Compliance and #24 HITECH Compliance

2. The Special Terms and Conditions are replaced in its entirety beginning on page three (3).

Specific changes include the following:

- a. Addition of new definition #1.d. Contractor Contact as referenced on page one of this agreement
- b. Addition of Childcare elements to #3 Statement of Work, c. Data Access or Transfer, (2), f through h
- c. Removal of #9 Interpretation and #10 Property Rights
- d. Addition of new Special Term and Condition #9, Contractor Information

All other terms and conditions of this Contract remain in full force and effect.

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. "Applicant(s)" means individuals submitting an application, a renewal or reporting a change for benefits or services.
 - b. "Assisting Agency" means the Contractor of this agreement and, community or faith based organizations, tribal, city, or county municipalities who provide trained employees or volunteers to help applicants complete and submit online applications through Washington Connection. These agencies must sign a Data Share Agreement with DSHS and each employee and volunteer of the agency with access to Applicant information must complete a DSHS non-disclosure form. Any reference to Assisting Agency includes the Assisting Agency's employees, agents, officers, subcontractors, third party contractors, volunteers, or directors.
 - c. "Authorized Representative" means someone designated by the Applicant to talk with DSHS about his/her benefits. This individual is authorized to act on the Applicant's behalf for eligibility purposes.
 - d. "Contractor Contact" referenced on page one of this agreement, means the person who handles the day-to-day duties related to this agreement. This person may or may not be the one who signs this agreement on behalf of the Contractor.
 - e. "Data" means the information that is exchanged as described by this Agreement that is specifically protected by law which may impose penalties for wrongful disclosure. This includes protected health information under the HIPAA Privacy Rule.
 - f. "ESA" means Economic Services Administration.
 - g. "SAW" means SecureAccess Washington. SAW is a single sign-on application gateway created by Washington State's Department of Information Services to access government services accessible via the Internet.
 - h. "Washington Connection" means the web-based benefit portal that provides access to a broad array of federal, state and local services and benefits to address basic needs.

2. Purpose

The purpose of this agreement is to allow the Contractor to assist Washington applicants to complete an online application to provide more effective access to available federal, state and local services through the Washington Connection benefit portal and carry out other activities designed to help them maintain eligibility. This agreement also includes assisting contractors that submit paper applications to DSHS.

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 set forth below:

- a. The Assisting Agency listed on page one of this Data Share Agreement is the Contractor, and DSHS is the Data Provider in this agreement. In exchange for the receipt of information, the

Contractor agrees to abide by the terms and conditions in this agreement.

- (1) Anyone at the Contractor agency with access to Data will be required to read and complete a non-disclosure agreement annually. The Contractor must maintain these forms and make them available for inspection.
- (2) When Contractors use Washington Connection for applications, DSHS will work with them to:
 - (a) Establish access to the DSHS Washington Connection and online application.
 - (b) Establish a Washington Connection SAW account with either an Employee or a Supervisor access level:
 - i. *Employee Access* allows the individual to view, edit and submit applications when the employee has provided direct access with the application through Washington Connection as part of their work at the Assisting Agency.
 - ii. *Supervisor Access* includes all functions of the Employee Access plus the ability to: view, edit and submit all applications associated with employees assigned to the supervisor in the Washington Connection profile; add, modify, and delete employees; reassign applications between employees under the same supervisor, and request a summary page of all application status (submitted or incomplete) associated with the Assisting Agency.

(3) Consent Form and Use Limitation

- (a) The Contractor must obtain a Consent form via Washington Connection with an e-signature from the Applicant before accessing any Applicant Information. The Contractor must keep any written DSHS consent form obtained from the Applicant onsite and provide them for inspection upon request.
 - i. DSHS and the Contractor may need to share additional information to provide services, but at no time should the Consent be interpreted to:
 - (A) Designate the Contractor as an "Authorized Representative"
 - (B) Allow DSHS to share Applicant information not needed for the purposes under this agreement
 - (C) Allow DSHS to disclose documents or information from the Applicant's files or records for other purposes outside the scope of this agreement

b. Description of Data

Data is limited to:

- (a) application data
- (b) defined display of household benefit information available through the Washington Connection query system

c. Data Access or Transfer

- (1) If applications are received through Washington Connection and the Applicant has indicated consent to share application data, a Contractor may view and print applications, reviews and change of circumstances forms saved or submitted through Washington Connection for 90 calendar days from the last activity day. Application statuses, "submitted" or "not submitted", are also available for 90 calendar days from the last activity day. Contractors submitting paper applications have no ability to view them online.
- (2) If the correct client identification number or negative client identification number (includes a minus sign before the number) is entered into the Washington Connection query system, the successful query will result in the display of the following information for the listed head of household if that person is not registered in the Address Confidentiality Program (ACP):
 - (a) Application Status
 - A = approved
 - P = Pending
 - D = Denied
 - M = Pending Spend-down (with base period and remaining amount)
 - (b) Eligibility history (12 month rolling) from DSHS and/or HCA
 - (c) Benefit amount for cash and food assistance programs only
 - (d) Number in the household associated with cash, food and medical benefits
 - (e) Benefit end date for each certification period (cash, food, medical, and childcare)
 - (f) Child's name receiving childcare services
 - (g) Childcare provider name for each child
 - (h) Copayment amount for each child
- (3) Requirements for Access
 - (a) Access to Data shall be limited to staff (including employees and volunteers) whose duties specifically require access to such Data in the performance of their assigned duties. Prior to making Data available to its staff, Contractor shall notify all such staff of the Use and Disclosure requirements.
 - (b) All staff accessing the data shall sign a Nondisclosure of Confidential Information form, or its replacement, each year and agree to adhere to the use and disclosure requirements. The signed, original form and a regularly updated list of staff with access to the Data shall be maintained by the Contractor and submitted to the Data Provider upon request.
 - (c) The Contractor must remind staff annually of nondisclosure requirements and make available to DSHS upon request evidence that they have reminded all staff with access to Applicant data of the limitations, use or publishing of data.
 - (d) The Contractor must immediately notify the DSHS contact person listed on page one when

any staff with access to the Data is terminated from employment or when his or her job duties no longer require access to Data.

d. Limitations on Use of Data

If the Data and analyses generated by the Contractor contain Confidential Information about DSHS Applicants, then any and all reports utilizing these Data shall be subject to review and approval by the Data Provider prior to publication in any medium or presentation in any forum.

4. Data Security

- a. Violations of the Nondisclosure provisions of this agreement may result in criminal or civil penalties. Violation is a gross misdemeanor under RCW 7A.04.060, punishable by imprisonment of not more than one year and/or a fine not to exceed five thousand dollars. Sanctions also may apply under other state and federal law, including civil and criminal penalties for violations of the HIPAA Privacy and Security rules.
- b. The Contractor shall take reasonable precautions to secure against unauthorized physical and electronic access to Applicant Information. Data shall be protected in a manner that prevents unauthorized persons, including the general public, from access by computer, remote terminal, or other means.
- c. Contractor shall notify the DSHS contact designated on the contract verbally and in writing of the compromise or suspected compromise of the security or privacy of data within one (1) business day and to work with DSHS to assess additional steps to be taken. The Contractor shall be responsible to comply with legal requirements, provide notification of clients as needed and for any costs associated mitigating the breach.

5. Confidentiality and Nondisclosure

- a. Both parties may use Personal Information and other information or Data gained by reason of this Agreement only for the purposes of this Agreement.
- b. The data to be shared under this agreement is confidential in nature and is subject to state and federal confidentiality requirement that bind the Contractor, its employees, and its subcontractors to protect the confidentiality of the personal information contained in ESA data. Contractors may use personal data and other data gained by reason of this agreement only for the purpose of this agreement.
- c. The Contractor shall maintain the confidentiality of personal data 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.
- d. The Contractor agrees to keep Applicant information according to DSHS policy and procedures: <http://asd.dshs.wa.gov/rpau/rpau-adminpolicy.htm>.

(1) Neither party shall link the Data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the Data unless specifically authorized to do so in this Agreement or by the prior written consent of the other party.

6. Consideration

There is no cost to either party as each will pay for its own costs to perform this contract.

7. Payment

- a. The Contractor will receive the information provided under this agreement at no charge. Each party shall be responsible for any expenses incurred in providing or receiving information.
- b. The Contractor is responsible for any costs associated with accessing Applicant data. This includes any costs for hardware/software upgrades, and costs to improve any systems or processors that will enable the Contractor to access the data.

8. Disputes

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 30 calendar days after the party could reasonably be expected to have knowledge of the issue in dispute.

DSHS/Community Services Division
PO Box 45470
Olympia, WA 98504-5470
Attn. Contracts Unit

9. Contractor Information

The Contractor shall forward to the DSHS Contact person named on page 1 of this Contract (or successor) within ten (10) working days, any information concerning the Contractor's contact person. This would be the person who handles the daily operations regarding this contract. Changes include a change of contractor business name, contractor contact name, address, telephone number, fax number, e-mail address, business status and/or names of staff who are current state employees.