



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

CLIENT SERVICES

EARLY INTERVENTION & PRE-EXPOSURE PROPHYLAXIS ASSISTANCE PROGRAM  
PROVIDER CONTRACT

**Instructions for completing and returning your contract with the Department of Health:** Complete all sections of the Provider Contract and Appendix A. Please note that Appendix B & Appendix C only need to be completed if applicable. Please include a copy of your current W-9 when returning this contract. You must also [register for a Statewide Vendor Number](https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/vendor-payee-registration) (https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/vendor-payee-registration). When your agreement has been finalized by our contracts department, you will receive a digital copy of your contract with the option to have your contract mailed to you.

**RETURN THIS CONTRACT TO:**

**Mail:** Client Services, PO Box 47841 Olympia, WA 98504  
**Email:** EIP.ClaimsPayments@doh.wa.gov | **Fax:** 360-664-2216

**AGREEMENT IS BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF HEALTH, EARLY INTERVENTION PROGRAM, HERINAFTER KNOWN AS THE “DEPARTMENT” AND THE FOLLOWING HEALTH CARE PROVIDER OR CLINIC, HERINAFTER KNOWN AS THE “PROVIDER”**

**PROVIDER/CLINIC INFORMATION**

Legal name of Provider (Last, first, middle initial): \_\_\_\_\_

Doing business as (DBA): \_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_

Uniform Business Identifier (UBI) #: \_\_\_\_\_ License #: \_\_\_\_\_

Is your license restricted in any way?  Yes  No If yes, please describe the restriction:  
\_\_\_\_\_

Business Mailing Address (must match business mailing address listed on W9):  
\_\_\_\_\_

Business Telephone #: \_\_\_\_\_ Business Web Address: \_\_\_\_\_

**Are you applying to EIP, PrEP DAP or both?**

EIP (HIV Care & Treatment)  PrEP DAP (HIV Prevention) \*For Medical and Lab ONLY  Both

**Please Note:** If you want to add services later, you will have to request an amendment to your contract.

**EIP Contract Category:**

Medical  Dental

If applicable, this Contract supersedes and cancels the previous agreements under Contract Number 2635, N09727, N15264, N16754, N17455, N18154 or N22040.

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Provider/Clinic Name: \_\_\_\_\_

Provider Contract #: \_\_\_\_\_ System Referral #: \_\_\_\_\_

**PURPOSE**

The purpose of this Contract is to provide certain HIV care and prevention services by licensed providers to persons enrolled in The Early Intervention Program and the PrEP DAP Program, and to provide the DEPARTMENT with clinical information on enrolled clients as requested.

**PROVIDER SERVICES TERMS AND CONDITIONS**

The PROVIDER will provide HIV care and/or prevention services to clients enrolled in the DEPARTMENT’S Client Services Programs. The services provided shall be within the PROVIDER’S authorized scope(s) of practice and must be listed in the DEPARTMENT’S APPROVED LIST OF SERVICES, available on the DEPARTMENT’S website and through the DEPARTMENT’S listserv. The DEPARTMENT updates the approved list annually. It is the PROVIDER’S responsibility to check the approved list monthly to ensure that he or she has the most up-to-date information.

**Licensing, Accreditation, and Registration**

The PROVIDER shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements necessary for the performance of this Agreement. The PROVIDER’S license, including all clinic providers’ licenses, shall be current and unrestricted regarding practice. The DEPARTMENT may exchange information with the Health Systems Quality Assurance Division regarding any provider’s licensing status.

**Billing and Payment**

(The WACs referenced below refer to the ADAP program; the PrEP DAP program does not have a specific WAC but will abide by the same rules regarding billing and payment as cited in this section)

- 1) In accordance with WAC 246-130-030, the PROVIDER shall bill the DEPARTMENT according to the terms of this Agreement. The PROVIDER will use the DEPARTMENT’S billing guide for guidance regarding billing the DEPARTMENT, which is available on the DEPARTMENT’S website for viewing.
- 2) All billings to the DEPARTMENT shall identify the PROVIDER name and IRS tax ID number which shall be identical to those listed in this Agreement. Changes to any of the above stated forms of identity must be reported on an updated W-9 form and Statewide Vendor Payee form within 30 days of the change for payment to be issued.
- 3) The PROVIDER shall submit all billings within 365 days from the date of service. The DEPARTMENT shall not be obligated to pay for services if the billing is not received within 365 days of service provision; however, the PROVIDER shall first bill the DEPARTMENT before billing the client or sending the client’s bill to a collection agency. If the PROVIDER fails to bill the DEPARTMENT for services and reports the client to a collection agency, the PROVIDER agrees to remove client from collections.
- 4) The DEPARTMENT shall pay the PROVIDER in accordance with WAC 246-130-030. The DEPARTMENT shall pay only for covered medically necessary services delivered to clients eligible for early intervention services under WAC 246-130-40.
- 5) The DEPARTMENT shall pay the PROVIDER in accordance with the fees published by the DEPARTMENT in the CLIENT SERVICES PROGRAMS SCHEDULE OF COVERAGE AND MAXIMUM ALLOWANCES or the PROVIDER’S usual and customary fees, whichever is less.
- 6) The DEPARTMENT shall make no payment to the PROVIDER under this Agreement for services provided to enrolled clients prior to the execution of this Agreement. The DEPARTMENT shall make no payment in advance or in anticipation of services.
- 7) The DEPARTMENT is payer of last resort. The PROVIDER shall seek reimbursement from all other third-party payers before seeking reimbursement from the DEPARTMENT.
- 8) The PROVIDER may not bill, demand, collect or accept payment for a service covered under this agreement from a client or anyone on the client’s behalf, other than the DEPARTMENT or third-party payer. The PROVIDER agrees not to “balance bill” the client for these covered services. PROVIDER may not bill a client “interest” charge while waiting for payment from the DEPARTMENT.
- 9) The PROVIDER may not bill the client while waiting for a response from the DEPARTMENT.
- 10) The DEPARTMENT may deny payment for covered services if the PROVIDER fails to satisfy the conditions of payment set forth in this Agreement. In such instances, the PROVIDER shall not bill the client.

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Provider/Clinic Name: \_\_\_\_\_

Provider Contract #: \_\_\_\_\_ System Referral #: \_\_\_\_\_

**Agreement**

Neither this Agreement nor any claim arising under this Agreement, shall be transferred, or assigned by the PROVIDER without prior written consent of the DEPARTMENT.

**Indemnification**

The PROVIDER shall defend, protect, and hold harmless the State of Washington, the DEPARTMENT, or any employee thereof, from and against all claims, suits, or actions arising from negligent acts or omissions of the PROVIDER, employees, its agents, or subcontractors while performing under the terms of this agreement and shall hold the State of Washington harmless from any expenses connected with the defense settlement, or payment or monetary judgment from such claims, suits or actions, and duties in performance of the Agreement.

- 1) Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and to the extent of liabilities arising out of the tortious acts of Oregon Health & Science University.

**Nondiscrimination**

The PROVIDER shall, during the performance of this contract, comply with the Americans with Disability Act (42 U.S.C. Section 12101 et seq.), Washington State Law against Discrimination, Chapter 49.60 RCW, and shall not Discriminate on the grounds of race, color, sex, sexual orientation, religion, national origin, alien status, marital status, age, creed, Vietnam-era or disabled veterans’ status, or the presence of any sensory, mental, or physical handicap. The PROVIDER shall not: 1) deny an individual any services or other benefits provided under this Agreement; 2) provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement, or 3) subject an individual to segregation or separate treatment in any manner related to the receipt of any services(s) or other benefits provided under this Agreement.

**Overpayments**

In the event the DEPARTMENT overpays or makes erroneous payments to the PROVIDER under this Agreement, the PROVIDER shall repay the DEPARTMENT promptly. The DEPARTMENT will either secure repayment by a set-off against next month’s billing or request reimbursement from the PROVIDER.

**Right of Inspection**

The PROVIDER shall provide right of access to its facilities to the DEPARTMENT, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

**Safeguarding of Client Information**

The use or disclosure by any party of any information concerning a patient for any purpose not directly connected with the administration of the DEPARTMENT’S or the PROVIDER’S responsibilities with respect to services provided under this Agreement or with information contained in EIP’s online client management site is prohibited except by written consent of the recipient or patient, or his/her responsible parent or guardian, or as provided by Washington State law or federal law. Unauthorized use or disclosure of confidential information in violation of state or federal law is subject to administrative, civil, and criminal penalties identified in law.

**Savings**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement and prior to normal completion, either party may terminate the agreement under the “Termination for Convenience” clause.

**Emergency Preparedness**

Emergency messages may be distributed by the DEPARTMENT to the PROVIDER via email distribution lists, postings to the HIV Client Services website, phone calls, postal service, and teleconferences.

**Suspension and Resumption of Performance**

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

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

If the date the PROVIDER gives notice it can resume performance is not acceptable to the DEPARTMENT, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the DEPARTMENT, the parties agree that the contract will be terminated retroactive to the original date of termination.

**Termination for Default**

In the event the DEPARTMENT determines the PROVIDER has failed to comply with the conditions of this contract in a timely manner, the DEPARTMENT has the right to suspend or terminate this contract. Further, DEPARTMENT may terminate this contract for default, in whole or in part, if DEPARTMENT has a reasonable basis to believe that the PROVIDER has:

- a) Failed to meet or maintain any requirement for contracting with DOH;
- b) Failed to ensure the health or safety of any client for whom services are being provided under this contract;
- c) Failed to perform under, or otherwise breached, any term or condition of this contract; and/or
- d) Violated any applicable law or regulation.

Before suspending or terminating the contract, the DEPARTMENT shall notify the PROVIDER in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days of notice, the contract may be terminated or suspended. DEPARTMENT reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the PROVIDER from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the PROVIDER or a decision by the DEPARTMENT to terminate the contract.

**Termination for Convenience**

Except as otherwise provided in this Agreement, either party may, by fourteen (14) days written notice, terminate this contract in whole or in part when it is in the best interest of either party. If the contract is so terminated, either party shall be liable only for payment in accordance with the terms of this contract for services provided prior to the effective date of termination.

**All Writings Contained Herein**

This Agreement contains all the items and conditions agreed upon by the parties. No other understanding, oral or otherwise regarding the subject matter of this Agreement shall exist or bind any of the parties hereto.

Health Care Provider Signature (*or another contract authorizing signature*):      Date:

Department of Health Contract Officer:      Date:

Contract Effective Date:      Contract End Date:

Reviewed by Client Services:      Date:

*(Approved as to form by Assistant Attorney General)*

**DOH 410-067 January 2024**

To request this document in another format, call 1-800-525-0127. Deaf or hard of hearing customers, please call 711 (Washington Relay) or email [doh.information@doh.wa.gov](mailto:doh.information@doh.wa.gov).

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