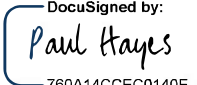


**CONTRACT AMENDMENT**

1. NAME OF CONTRACTOR Harborview Medical Center dba HMC Madison Clinic	2. CONTRACT NUMBER HSP24204
1a. ADDRESS OF CONTRACTOR (STREET) 325 Ninth Avenue, Box 359750	2a. AMENDMENT NUMBER 4
1b. CITY, STATE, ZIP CODE Seattle, WA 98104-2499	
3. <input checked="" type="checkbox"/> THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 5 below by mutual consent of all parties hereto.	
4. <input type="checkbox"/> THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 5 below pursuant to that changes and modifications clause as contained therein.	
5. DESCRIPTION OF AMENDMENT: The purpose of this amendment is to revise the Statement of Work via: <ul style="list-style-type: none"> • Removing \$122,437 from Task Case Management, Local Rebate funds; and, • Adding \$122,437 to Task Case Management, Ryan White Supplemental funds. 5a. Statement of Work: <u>Exhibit A-4</u> is added for the period of July 01, 2020 through June 30, 2021 , attached hereto and incorporated herein. 5b. Consideration: This amendment both increases and decreases funding within the Contract Consideration ; therefore, the maximum consideration of this contract and all amendments shall remain the same and not exceed \$4,266,694.00 . Source of Funds for this Amendment: (FED) \$122,437.00; (ST) \$0; (Other) (\$122,437.00); Total: \$0.00 Contractor agrees to comply with applicable rules and regulations associated with these funds. 5c. Period of Performance: remains unchanged through June 30, 2021 . 5d. The Effective Date of this Amendment: is July 01, 2020 .	
6. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect.	
7. <input type="checkbox"/> This is a unilateral amendment. Signature of contractor is not required below. <input checked="" type="checkbox"/> Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.	
8. CONTRACTOR SIGNATURE (also, please print/type your name)  Paul Hayes, RN Chief Executive Officer	DATE 9/24/2020
9. DOH CONTRACTING OFFICER SIGNATURE See end of document for signature - DOH Contracts	DATE

This document has been approved as to form only by the Assistant Attorney General.

EXHIBIT A-4, DOH CONTRACT HSP24204-4
STATEMENT OF WORK
HARBORVIEW MEDICAL CENTER
dba HMC MADISON CLINIC
Period of Performance for this Amendment:
July 01, 2020 through June 30, 2021

Purpose of Amendment:

To:

- 1) Remove \$122,437 from Task Case Management, Local Rebate funds
- 2) Add \$122,437 to Task Case Management, Ryan White Supplemental funds

Task Number	Task/Activity/Description	Deliverables / Outcomes	Due Date/Time Frame	Payment Information and/or Amount
HIV Community Services - Care				
Case Management	<p>Provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum.</p> <p>Includes all types of case management encounters with or on behalf of client (face-to-face, phone contact, any other forms of communication).</p> <p>Activities may include:</p> <ol style="list-style-type: none"> 1) initial assessment of need; 2) development of individualized care plan; 3) coordinated access to health and support services; 4) client monitoring to assess the care plan; 5) re-evaluation of the care plan; 6) ongoing assessment of client's needs; 7) treatment adherence counseling; 8) client specific advocacy or review of utilization of services; 9) benefits counseling. 	<p>Agency must create a file for each consumer receiving Early Intervention Services within 48 business hours from the time of Client Intake.</p> <p>Quarterly Reports are Required - Deliverables for this reporting period have been identified and can be referenced in your Quarterly Report Grid.</p>	<p>Agency must adhere to DOH ID Reporting Requirements</p>	<p>\$1,408,969 \$1,286,532 – MI 1261850C – Local Rebate \$1,408,969 \$1,286,532 for 7/1/20-3/31/21</p> <p>\$469,656 – MI 1261851C – Local Rebate \$469,656 for 4/1/21-6/30/21</p> <p>\$122,437– MI 12615293 – RW Supp \$122,437 for 7/1/20-9/29/20</p>
HIV Community Services - Prevention				
PAHR Services	<p>Funded services for PAHR are outlined in FY21 PAHR Services Implementation Guidelines.</p> <p>This service category is focused on PrEP Navigation and other supportive PrEP services including, but not limited to, condom distribution, healthcare navigation and coordination, and other activities to support the reach and recruitment of PrEP clients.</p> <p>For each 1.0FTE dedicated to PAHR</p>	<p>Expand HIV Community Services for PAHR</p> <p>Improve access to and utilization of PrEP among PAHR, including access to health insurance.</p> <p>Improve availability, accessibility, and utilization of condoms.</p>	<p>Agency must adhere to DOH ID Reporting Requirements Program implementation should adhere to DOH PAHR Services Guidelines and DOH HIV-STD Testing Guidelines.</p>	<p>\$124,251 – MI 12401100 – State HIV Prevention \$124,251 for 7/1/20-6/30/21</p>

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*Period of Performance for this Amendment:
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Task Number	Task/Activity/Description	Deliverables / Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Services, 200 annual PrEP clients should be served and entered into Provide.	Deliverables for this reporting period will be developed in your FY21 work plan and can be referenced in your Quarterly Deliverable Grid.	Prevention Non-Salary Spending Approval Forms should be submitted for approval for	
SHE Clinic	<p>Harborview Medical Center, in partnership with the Aurora Commons and the Puget Sound Christian Medical Clinic, will provide primary health care and support services to underserved women on North Aurora Avenue. A Harborview Medical Case Manager will provide outreach, case management, assistance accessing insurance, other medical care, and other supportive services to ensure engagement and adherence to care.</p> <p>Services for People at High Risk include: Healthcare Navigation and Coordination (HN&C), PrEP Navigation, Psychosocial Support Services, Non-Medical Case Management, Medical Case Management, Outreach Services, Population-Based Services, and Health Education/Risk Reduction.</p>	<p>Goal 1: Expand HIV Community Services for PAHR:</p> <ul style="list-style-type: none"> Number of women at high for HIV Engaged (De-Duplicated) by HCS <p>Goal 2: Improve access to and utilization of health insurance among PAHR</p> <ul style="list-style-type: none"> Number of women at high for HIV who receive Healthcare Navigation & Coordination Services (HN&C) Number of women at high for HIV who enroll in health insurance plan <p>Goal 3: Improve access to and utilization of PrEP among PAHR</p> <ul style="list-style-type: none"> Number of women at high for HIV who receive PrEP Navigation Number of women at high for HIV who are linked to PrEP 	<p>non-salary expenses.</p> <p>Performance Objectives & Work Plan should be developed collaboration with DOH staff by July 15, 2020.</p> <p>DOH Template will be provided. All data must be submitted by the 10th of each month for the month prior.</p> <p>Outreach & Engagement activity costs should not exceed 5% of total award. Prior approval required</p>	<p>\$157,106 – MI 12401100 – State HIV Prevention <i>\$157,106 for 7/1/20-6/30/21</i></p>

EXHIBIT A-4, DOH CONTRACT HSP24204-4
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Period of Performance for this Amendment:
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PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

1. Definitions

- a. **CONTRACTOR** – Entity receiving funds directly from Washington State Department of Health (DOH) to provide services for PAHR and /or PLWH.

2. Client Eligibility and Certification – *Reference the HCS Manual for more information*

3. Title XIX HIV Medical Case Management – *Reference the HCS Manual for more information*

4. Quality Management/Improvement activities – *Reference the HCS Manual for more information*

5. HIV Statewide Data System – *Reference the HCS Manual for more information*

6. HIV and STD Testing Services

- a. HIV testing services must follow DOH and CDC guidance for HIV testing.
- b. Persons found to be sero-positive must be provided with partner services (PS) that follow current CDC guidelines for HIV PS and DOH HIV Partner Services Standards. Contractors must refer newly identified HIV infected persons to the local health jurisdiction for PS.
- c. Any funds generated from charging clients for HIV testing must be used to support or enhance HIV prevention activities.
- d. HIV counseling/testing must be performed by personnel who have completed DOH-approved training. Staff providing testing services must also attend and complete any additional training as determined necessary by DOH.
- e. Persons performing HIV testing must be authorized by a licensed provider whose scope of practice includes ordering of diagnostic tests. This can be achieved with memorandum of understanding / agreement (MOU/A) between agencies if there is no licensed provider directly accountable to the contracted agency. Persons performing HIV testing must obtain all necessary and required Washington State certification.
- f. Contractor will present confidential HIV testing as the default option for all persons tested. If an anonymous test is performed, refusal by the client for confidential testing must be documented and permission by the client for conversion to confidential testing in the event of a reactive result must be obtained prior to the test being provided.
- g. Contractor must report all reactive results to DOH using the Preliminary Positive Reporting Form (provided by DOH). The information on this form allows DOH to determine whether the preliminary result is confirmed by subsequent testing and if the person diagnosed with HIV is linked to medical care and complete data entry in Evaluation Web. Preliminary Positive Reports must be submitted to DOH directly, not local public health departments by confidential transmittal as indicated on the form.
- h. Contractor will ensure that sufficient staff is available to perform HIV testing using capillary and/or venous draws.

7. PAHR Services

- a. PAHR Services programs must follow FY21 PAHR Services Implementation Guidelines.
- b. All PAHR Services data should be tracked through Provide unless written exception is approved.
- c. Minimum PAHR Services data elements should be collected by all agencies funded to provide PAHR Services. These data elements may be referenced in FY21 PAHR Services Implementation Guidelines.

8. Reporting Requirements – *Reference the HCS Manual for more information*

9. Participation in Capacity Building and Technical Assistance Activities designed to increase efficacy of HIV Community Services

- a. Capacity building is the process by which individuals and organizations obtain, improve, and retain the skills, knowledge, tools, equipment, and other resources needed to do their jobs competently. It allows individuals and organizations to perform at a greater capacity

EXHIBIT A-4, DOH CONTRACT HSP24204-4
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- 10. Training requirements** – *Reference the HCS Manual for more information*
11. Participation in Washington State's HIV Planning Process – *Reference the HCS Manual for more information*
12. Contract Management – *Reference the HCS Manual for more information*

a. Fiscal Guidance

- i) **Funding** – The CONTRACTOR shall submit all claims for payment for costs due and payable under this statement of work by July 31, 2021. DOH will pay belated claims at its discretion, contingent upon the availability of funds.
- ii) The CONTRACTOR agrees to reimburse DOH for expenditures billed to the DOH for costs that are later determined through audit or monitoring to be disallowed under the requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Audits.
- iii) **Submission of Invoice Vouchers** – On a monthly basis, the CONTRACTOR shall submit correct A19-1A invoice vouchers amounts billable to DOH under this statement of work.

All A19-1A invoice vouchers must be submitted by the 25th of the following month.

- iv) **Advance Payments Prohibited** – *Reference the HCS Manual for more information*
- v) **Payer of Last Resort** – *Reference the HCS Manual for more information*
- vi) **Cost of Services** – *Reference the HCS Manual for more information*
- vii) **Emergency Financial Assistance** – The CONTRACTOR shall not use contract funds to provide a parallel medication service to EIP. CONTRACTOR's providing case management services shall make every effort to enroll clients in EIP.
- viii) **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. CONTRACTOR shall administer voucher programs to assure that recipients cannot readily convert vouchers into cash.
- ix) **Funds for Needle Exchange Programs Not Allowed** – CONTRACTOR shall not expend contract funds to support needle exchange programs using funds from HIV Community Services Tasks.
- x) **Supervision**, under DOH Community Programs contracts, will be understood as the delivery of a set of interrelated functions encompassing administrative, educational and supportive roles that work collectively to ensure clinical staff (i.e. case managers, navigators, coordinators, assistants, coaches) are equipped with the skills necessary to deliver competent and ethical services to clients that adhere to best practices within applicable fields as well as all relevant Statewide Standards. Supervisors must meet the criteria set forth within the WA State HIV Case Management Standards and provide the level of interaction and review detailed in that document.

It is the understanding of DOH that Supervision funded under the direct program portion of this contract include at minimum the provision of at least two of the three functions detailed here: administrative, educational or supportive supervision. Supervision that encompasses only administrative functions will not be considered billable under Direct Program. To that end, it is the expectation of DOH that those personnel identified as Supervisors have no more than one degree of separation from direct client care. Exceptions to this rule can be presented and considered to and by DOH Contract Management. It will fall to the requesting organization to satisfactorily demonstrate that any Supervisory positions falling within the scope of Direct Program are meeting the expectation of provision of educational or supportive supervision with the aim of directly impacting client experiences, quality of services, and adherence to best practices and Statewide Standards.

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- xi) **Small and Attractive items** – Each agency shall perform a risk assessment (both financial and operational) on the agency's assets to identify those assets that are particularly at risk or vulnerable to loss. Operational risks include risks associated with data security on mobile or portable computing devices that store or have access to state data. Assets so identified that fall below the state's capitalization policy are considered small and attractive assets.

Agency shall develop written internal policies for managing small and attractive assets. Internal policies should take into consideration the Office of the Chief Information Officer (OCIO) IT Security Standard 141 Section 5.8 Mobile Computing and Section 8.3 Media Handling and Disposal at <https://ocio.wa.gov/policies>.

The agency shall implement specific measures to control small and attractive assets in order to minimize identified risks. Periodically, the agency should perform a follow up risk assessment to determine if the additional controls implemented are effective in managing the identified risks.

Agency must include, at a minimum, the following assets with unit costs of \$300 or more:

- 1) Laptops and Notebook Computers
- 2) Tablets and Smart Phones

Agencies must also include the following assets with unit costs of \$1,000 or more:

- 1) Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- 2) Cameras and Photographic Projection Equipment
- 3) Desktop Computers (PCs)
- 4) Television Sets, DVD Players, Blu-ray Players, and Video Cameras (home type)

- xii) **Food and Refreshments** - Food and refreshments are not allowable direct costs, unless provided in conjunction with allowable meetings, whose primary purpose is the dissemination of technical information. Pre-approval is required when food and refreshments are purchased for these meetings. A sign in sheet with the clients ID number from the DOH approved data system as well as an agenda is required in order to receive reimbursement for these charges.

Food for staff meetings/trainings is not allowable.

PLEASE NOTE: *If meals/refreshments are purchased for lunch and learns or other allowable meetings, food can only be purchased for the clients only at per diem. Any expenses over per diem will be denied.*

b. Contract Modifications

- i. **Notice of Change in Services** – The CONTRACTOR shall notify DOH program staff, within 45 days, if any situations arise that may impede implementation of the services contained in the statement of work. DOH and the CONTRACTOR will agree to strategies for resolving any shortfalls. DOH retains the right to withhold funds in the event of substantial noncompliance.
- ii. **Contract Amendments** – Effective Date – The CONTRACTOR shall not begin providing the services authorized by a contract amendment until the CONTRACTOR has received a signed, fully executed copy of the contract amendment from DOH.

c. Subcontracting

- i. This statement of work does not allow a CONTRACTOR to subcontract for services.

d. Written Agreements

- i. The CONTRACTOR should execute written agreements with the providers listed below to document how the providers' services and activities will be coordinated with funded Medical HIV Case Management services and activities:
 1. Partner Counseling and Re-Linkage Services (PCRS)

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2. HIV Testing Services
3. Medical Providers providing services to agency's medical case management clients
4. Other Local Health Jurisdictions in the counties regularly served by the CONTRACTOR

Technical assistance is available through DOH.

13. Material Review and Website Disclaimer Notice

In accordance with all federal guidance, contractors receiving funds through this RFA will:

1. Submit all proposed written materials including, but not limited to, pictorials, audiovisuals, questionnaires, survey instruments, agendas for conferences, plans for educational sessions, and client satisfaction surveys purchased, produced, or used by staff funded with DOH funds to the State HIV/AIDS Materials Review Committee.

CONTRACTOR shall submit all materials to be reviewed to:

Michael Barnes, Washington State Department of Health
PO Box 47841
Olympia, WA 98504-7841
Phone: (360) 236-3579/Fax: (360) 664-2216
Email: Michael.Barnes@doh.wa.gov

2. Assure prominent display of disclaimer notice on all websites containing HIV/AIDS education information (including sub- contractors). Such notice must consist of language similar to the following: "This site contains HIV prevention messages that may not be appropriate for all audiences. Since HIV infection is spread primarily through sexual practices or by sharing needles, prevention messages and programs may address these topics. If you are not seeking such information or may be offended by such materials, please exit this website."

14. Youth and Peer Outreach Workers

For purposes of this agreement, the term "youth" applies to persons under the age of 18. All programs, including subcontractors, using youth (either paid or volunteer) in program activities will use caution and judgment in the venues / situations where youth workers are placed. Agencies will give careful consideration to the age appropriateness of the activity or venue; will ensure that youth comply with all relevant laws and regulations regarding entrance into adult establishments and environments; and will implement appropriate safety protocols that include clear explanation of the appropriate laws and curfews and clearly delineate safe and appropriate participation of youth in program outreach activities.

15. Confidentiality Requirements – Reference the HCS Manual for more information

16. Whistleblower

- a. Whistleblower statute, 41 U.S.C. & 4712, applies to all employees working for CONTRACTOR, subcontractors, and subgrantees on federal grants and contracts. The statute (41 U.S.C. & 4712) states that an "employee of a CONTRACTOR, subcontractor, grantee, or subgrantee, may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by an agreement, policy, form, or condition of employment.
- b. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees, and subcontractors to:
- c. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
- d. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. & 4712 in the predominant native language of the workforce; and,
- e. CONTRACTOR and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

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17. Allowable Costs

All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this statement of work.

For information in determining allowable costs, please reference OMB Circulars:

2 CFR200 (State, Local and Indian Tribal governments) at: <https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

DOH statutory authority to have access to the confidential information or limited Dataset(s) identified in this agreement to the Information Recipient: RCW 43.70.050

Information Recipient's statutory authority to receive the confidential information or limited Dataset(s) identified in this Agreement: RCW 70.02.220 (7)

DOH Program Contact, PLWH:

Sally Shurbaji
DOH, HIV Client Services
PO Box 47841, Olympia, WA 98504-7841
360-236-3489/Fax: 360-664-2216
Sally.Shurbaji@doh.wa.gov

DOH Program Contact, PAHR:

Michael Barnes
DOH, Infectious Disease Prevention
PO Box 47840, Olympia, WA 98504-7841
360-810-1880/Fax: 360-664-2216
Michael.Barnes@doh.wa.gov

DOH Fiscal Contact:

Abby Gilliland
DOH, Infectious Disease Operations Unit
PO Box 47840, Olympia, WA 98504-7841
360-236-3351/Fax: 360-664-2216
Abby.Gilliland@doh.wa.gov

**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 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.

Signature: 

Email: dohcon.mgmt@doh.wa.gov