



## CONTRACT AMENDMENT

1. NAME OF CONTRACTOR <b>Harborview Medical Center dba HMC Madison Clinic</b>	2. CONTRACT NUMBER <b>HSP28112</b>
1a. ADDRESS OF CONTRACTOR (STREET) <b>325 Ninth Ave, Box 359750</b>	2a. AMENDMENT NUMBER  <b>1</b>
1b. CITY, STATE, ZIP CODE <b>Seattle, WA 98104-2499</b>	
3. <input checked="" type="checkbox"/> <b>THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS.</b> 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"/> <b>THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS.</b> 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. <b><u>DESCRIPTION OF AMENDMENT:</u></b> The purpose of this amendment is to <b>update the Statement of Work to reflect new Master Index (MI) coding.</b>  5a. <b><u>Statement of Work:</u></b> Exhibit A is revised in accordance with Exhibit A-1, attached hereto and incorporated herein.  5b. <b><u>Consideration:</u></b> This amendment neither increases nor decreases the <b>Contract Consideration</b> ; therefore, the maximum consideration of this contract and all amendments shall not exceed <b>\$1,289,313.00.</b>  Contractor agrees to comply with applicable rules and regulations associated with these funds.  5c. <b><u>Period of Performance:</u></b> remains unchanged through <b>December 31, 2023.</b>  5d. <b><u>The Effective Date of this Amendment:</u></b> is the <b>Date of Execution.</b>	
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)  DocuSigned by: <i>Sommer Kleweno-Walley</i> Sommer Kleweno-Walley 2C5C4EABB8134B0...	DATE  10/27/2023
9. DOH CONTRACTING OFFICER SIGNATURE  <i>Maria Rogers</i>	DATE  11/01/2023

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

**EXHIBIT A-1, DOH CONTRACT HSP28112-1**  
**Sub-recipient Statement of Work**  
**Harborview Medical Center dba HMC Madison Clinic**  
*Period of Performance for this Amendment:*  
*Date of Execution through December 31, 2023*

Purpose of this Amendment: To update the Master Index (MI) Coding referenced in in the Statement of Work to current MI Coding.

Task Title	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Reimbursement Information and/or Amount
<b>HIV Community Services – Care (\$1,289,313)</b>				
Case Management	<p>Provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. 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"> <li>1) initial assessment of need.</li> <li>2) development of individualized care plan.</li> <li>3) coordinated access to health and support services.</li> <li>4) client monitoring to assess the care plan.</li> <li>5) re-evaluation of the care plan.</li> <li>6) ongoing assessment of client's needs.</li> <li>7) treatment adherence counseling.</li> <li>8) client specific advocacy or review of utilization of services.</li> <li>9) benefits counseling.</li> </ol> <p><b>ROIs must be obtained for DOH, HCA, and HIV medical provider.</b></p> <p><b>Contractor must bill Title XIX monthly and report to DOH on the expense summary form.</b></p> <p><b>Any exceptions require prior approval from DOH HIV Community Services Program Manager.</b></p>	<p>Agency will ensure hours of operation provide a minimum of 40 hours per week for clients to access case management services.</p> <p>Any exceptions require prior approval from the DOH HIV Community Services Program Manager.</p> <p>Agency must track and report data within the Provide database any and all <i>Performance Measures</i> related to this Service Category as directed by DOH Quality Management Team (CQM).</p>	<p>Client level data and any interaction must be entered into Provide within 5 business days as a progress log.</p> <ul style="list-style-type: none"> <li>• Agency must complete eligibility assessment annually.</li> <li>• Comprehensive assessment must be completed within the first 30 days of completing intake and updated every five years unless significant changes have occurred with the client.</li> <li>• ISPs must be completed within two weeks of the comprehensive assessment and reviewed at a minimum every six months.</li> </ul> <p>Medical appointments must be reported at minimum annually.</p>	<p align="center"><b>Total reimbursement not to exceed \$1,235,513.</b></p> <p><b>\$1,235,513 – MI 12618530 FFY23 RW Grant Year Rebate</b></p> <p><del>12618530 RW FFY23 Grant Year Local (Rebate)</del></p> <p><i>\$1,235,513 for 7/1/23-3/31/24</i></p>
Outreach Services – Peer Navigation	<p>Outreach Services provide the following activities:</p> <ol style="list-style-type: none"> <li>1) linkage or re-engagement of PLWH who know their status into HRSA RWHAP services and/or medical care,</li> </ol>	<p>Agency must track and report client level data within the Provide database any and all <i>Performance Measures</i> related to this Service</p>	<p>Client level data and interaction must be entered into Provide within 5 business days as a progress log.</p>	<p align="center"><b>Total reimbursement not to exceed \$53,800.</b></p>

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	<p>2) referral to appropriate supportive services.</p> <p>3) Peer Navigators must be added to the clients Care Team in Provide database.</p> <p>4) Peer Navigators will participate in ISP development and review.</p> <p>Outreach Services provided to an individual or in small group settings cannot be delivered anonymously as some information is needed to facilitate any necessary follow-up and care.</p>	Category as directed by DOH Quality Management Team (CQM).	ISP and ISP goal developments must be completed before outreach services are delivered and reviewed a minimum every six months.	<p><b>\$53,800 – MI</b>  <b>12618530 FFY23</b>  <b>RW Grant Year</b>  <b>Rebate</b></p> <p><del>1261853C – RW</del>  <del>FFY23 Grant</del>  <del>Year Local</del>  <del>(Rebate)</del></p> <p>\$53,800 for 7/1/23-3/31/24</p>

**PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE**

1. **Definitions**
  - a. **CONTRACTOR** – For the purposes of this Statement of Work Only, the Entity receiving funds directly from Washington State Department of Health (DOH) for client services to prevent or treat conditions named in the statement of work will be referred to as contractor.
2. **Client Eligibility and re-certification** – Reference the [Ryan White Part B, HIV Community Services \(HCS\) Manual](#) for more information
3. **Title XIX HIV Medical Case Management** – Reference the [HCS Manual](#) and *Infectious Disease Fiscal Manual* for more information. Any funds generated from Title XIX must be used to support or enhance Medical Case Management activities. Ryan White is a payer of *Last Resort* and Title XIX must be billed monthly unless prior approval for a different frequency of billing is granted by DOH – Reference the [HCS Manual](#)
4. **Participation in Quality Management/Improvement activities** – Reference the [HCS Manual](#) for more information. For information not available in the HCS manual, connect with your OID contract manager.
5. **HIV Statewide Data System** – All services funded through Ryan Part B, Ryan White Rebates or Title XIX must have client level data **entered into** the Provide™ Database System
6. **CLAS Standards** – The CONTRACTOR will comply with the National Standards for Culturally and Linguistically Appropriate Services (CLAS) standards (1, 5-9). [National Standards for Culturally and Linguistically Appropriate Services \(CLAS\) in Health and Health Care \(allianceforclas.org\)](#)
7. **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. Opportunities for capacity building and technical assistance for contractor will be offered

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throughout the contract year by WA DOH and other regional or national capacity building organizations.

8. **Participation in Ending the HIV Epidemic and End the Syndemic Planning & Activities (only for services in King county)**
- a. *Ending the HIV Epidemic: A Plan for America* (EHE) is a bold plan that aims to end the HIV epidemic in the United States by 2030. EHE is the operational plan developed by agencies across the U.S. Department of Health and Human Services (HHS) to pursue that goal. King County has been identified as one of the jurisdictions included in the ETE plan and Public Health Seattle & King County (PHSKC) is the lead agency in implementing this work. Subcontractors operating in King County will be expected to participate in ETE planning and activities in collaboration with PHSKC, as necessary, throughout the contract year.
9. **Program Organization** – The CONTRACTOR must provide a full updated organizational chart, including Board of Directors is applicable, and staffing plan referencing positions described in the budget narrative. The CONTRACTOR must provide job descriptions for any new or changed positions in the updated organizational chart.
10. **Training requirements** – Reference the [HCS Manual](#) for more information
11. **Contract Management**– Reference the [HCS Manual](#) for more information
- a. **Fiscal Guidance**– Reference the *OID Fiscal Manual* for more detailed information.
- i) **Funding** –The CONTRACTOR shall submit all claims for payment for costs due and payable under this statement of work by January 31, 2024. 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 complete and correct A19 invoice vouchers amounts billable to DOH under this statement of work and Expense Summary backup form. All A19 invoice vouchers must be submitted by the 25th of the following month.
- The CONTRACTOR must provide all backup documentation as required based on the assigned risk level. Risk assessments are completed at the beginning of a new contract. Contact your contract manager if you are unaware your assigned risk level.
  - DOH may ask for additional backup information to pay invoices based on the needs of the funding sources supporting the work.
  - **Allocating Costs and Indirect** –
    - If allocating costs, the CONTRACTOR must have a documented allocation methodology that is reviewed and approved by DOH Staff. DOH is not able reimburse allocated costs without an approved plan on file.
    - If charging indirect costs, the CONTRACTOR must have a current federally negotiated rate or 10% De Minimus certification of file with DOH. DOH is not able reimburse indirect costs without an approved indirect cost rate or 10% De Minimus certification on file.
- 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

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- 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 store gift cards or voucher programs to assure that recipients cannot readily convert vouchers into cash.
- *Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services are allowable as incentives for eligible program participants.*
  - *General-use prepaid cards are considered “cash equivalent” and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are unallowable.*
  - *The CONTRACTOR must ensure that a policy for managing gift cards with strong internal controls is in place.*
- ix) **Travel** – Out of staff travel requires prior approval from DOH. *Reference the OID Fiscal Manual for more information*
- x) **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.
- xi) **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.**
- xii) **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

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**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)

xiii) **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 outside of the Psychosocial Support or CQM tasks. 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.

- The CONTRACTOR shall follow [Healthy Nutrition Guidelines for Meetings and Events | Washington State Department of Health](#) when purchasing food and refreshments for approved meetings.
- 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 **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**

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

**d. Written Agreements**

- iv. The CONTRACTOR should execute written agreements with partners to document how services and activities will be coordinated with funded Medical HIV Case Management services and activities:

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- a. HIV service providers providing case management, outreach services, or other support services.
- b. Medical Providers providing services to agency's medical case management clients
- c. Other Local Health Jurisdictions in the counties regularly served by the CONTRACTOR

Technical assistance is available through DOH.

**12. Youth and Peer Outreach Workers**

**For purposes of this agreement, the term "youth" applies to persons under the age of 18. All programs, including CONTRACTORS, 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.**

**11. Confidentiality Requirements – Reference the [HCS Manual](#) for more information**

**12. 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.

**13. 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: (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>

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**\*\*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 STI 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.**

**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)**

**14. Ryan White Rebate Funding**—For the purposes of this contract, all Ryan White Rebate funds received by the contractor shall be treated in the same fashion as federal funds and must follow the requirements of 2 CFR Part 200 –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Audits.

**DOH Program Contract Manager, HIV Community Services – Ryan White Part B**

Maggie Miller  
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