



**AMENDMENT NUMBER TWO
AMENDING CONTRACT AGREEMENT
NUMBER HDC.175**

Between

**CLARK COUNTY PUBLIC HEALTH
And
Clallam County Health and Human Services**

WHEREAS, a Contract Agreement was entered into by both parties and was executed January 1, 2008; AND

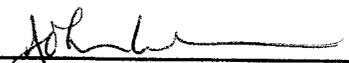
WHEREAS, County is in receipt of Ryan White Part B funding; AND

WHEREAS, it has become necessary to include statements of work, special requirements, reporting requirements, budget, and implementation plans; AND

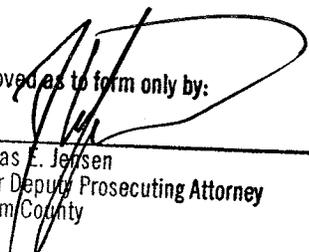
WHEREAS, Public Health Director is authorized to execute amendments related to contract HDC.175; AND

NOW, THEREFORE, IT IS AGREED BY THE PARTIES that the agreement is amended as follows;

The County and the Contractor mutually agree to the following terms and conditions, including all exhibits by signing below:

By 
John Wiesman, Public Health Director
Clark County Public Health

By 
Clallam County Board of Commissioners
Michael C. Chapman, Chair

Approved as to form only by:

Douglas E. Jensen
Senior Deputy Prosecuting Attorney
Clallam County

FY 2008 Agency Narrative Budget

Clallam County Health and Human Services

Budget Item						Part B Funds (Enter the total of each budget category in this column)
A. Personnel - List all funded positions and provide for each: 1) job title; 2) <u>employee last name</u> ; 3) brief description of duties and responsibilities as they relate to the Part B-funded work; 4) annual salary (full-time equivalent); 5) percentage of time to be devoted to and paid for by this grant; 6) amount to be charged to the grant; 7) if position is vacant, provide estimate as to when position will be filled.						
Job Title	Empl. Name	Duties/Responsibilities	Salary (FTE)	Grant percentage	Amt. chg'd to grant	
Case Manager	Barb Ward	HIV Case Management for Jefferson and Clallam County clients	.75 FTE \$39,482	80%	\$31,585	
Program Manager	Chris Hurst	Manage HIV CM Program	1.00 FTE \$57,186	2%	\$1,144	
						\$32,729
B. Fringe Benefits - List the components that comprise the fringe benefit rate, for example, health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement. The fringe benefits should be directly proportional to that portion of the personnel costs supported by Part B funds. Health Insurance \$7,690; FICA \$2,800; L&I \$250; 401A \$370; Retirement \$2,650						
						\$9,523
C. Travel - List all staff travel anticipated to occur during the contract period; who will travel, where, when, and for what purposes. All travel must directly benefit work supported by Part B funds.						
		CM travel between counties; regional meetings; ER&R Car Pool Rentals				\$2,500
D. Equipment - Cost of equipment must be over \$5,000 to be considered "equipment." (List items costing less than \$5,000 under "Supplies.") List intended equipment purchase(s) and provide justification for the need of the equipment to carry out the Part B-related goals. Cost sharing must be applied when equipment is used by other than Part B-supported activities. Extensive justification and a detailed status of current equipment must be provided when requesting funds for the purchase of computers (over \$5,000) and furniture items. Equipment costing over \$25,000 requires prior approval from DOH/HRSA.						
						\$0
E. Supplies - List items separately by type, i.e., office supplies (paper, pencils, etc.), educational supplies (pamphlets, educational videotapes, etc.), computers/software, etc.						
		Office Supplies \$250				
		Cell Phone \$120				\$370

SPECIAL REQUIREMENTS

1. Definitions and Responsibilities

- a. **Grantee** – The grantee is the Washington State Department of Health (DOH), the direct recipient of Title XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006 (Ryan White Program), Part B, funds from the federal Health Resources and Services Administration (HRSA).
- b. **AIDS Service Networks and Regional Coordinators** – The Department of Health funds and supports HIV services through a system known as the Regional AIDS Service Networks (AIDSNETs).

As a recipient of Ryan White Part B funds, the AIDSNET Regional Coordinators:

- 1) Develop a plan to meet service needs that includes community input
- 2) Assure the provision of comprehensive outpatient and support services
- 3) Submit an application demonstrating consultation and community involvement
- 4) Allocate Ryan White Part B funds within their respective AIDSNET Regions

- c. **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.
 - (c) Monitor and document client-level acuity according to the *System Acuity Measurement for HIV Care Case Management* guidelines, January 2004.

(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, 2008–September 30, 2008	October 17, 2008
October 1, 2008–March 31, 2009	April 30, 2009

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
January 1, 2008–December 31, 2008	March 2, 2009

Ryan White Data Report (RDR)

By March 2, 2009, the contractor, and all subcontractors who receive more than \$10,000 in Ryan White Program Part B funds, between January 1, 2008 and December 31, 2008, shall collect and enter calendar year 2008 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. 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) 2008 (April 1, 2008 through March 31, 2009) only. Note: The period of April 1, 2009 through May 1, 2009 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 2008 by **May 29, 2009**. 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

- (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.

EXHIBIT F - Implementation Plan - 4/1/08-3/31/09 Ryan White Part B Funds

Contractor: Clallam County Health and Human Services

*****Service units reflect all services provided in each service category if funded in whole or in part with Ryan White Part B funds.*****

Agency	Service Category	Service Unit Definition		4/08-6/08	7/08-9/08	10/08-12/08	1/09-3/09
Clallam County Health and Human Services	Medical HIV case management, including treatment adherence services	number of face-to-face encounters between case manager and client or his/her representative/other contacts per quarter	Objective	40/250	40/250	40/250	40/250
Clallam County Health and Human Services	Housing Services/ Housing-related Referral Services	number of clients served per quarter	Actual				
			Objective	3	3	3	3
			Actual				

Clallam County Health and Human Services	Medical Transportation	number of clients served per quarter	Objective	5	5	5	5
			Actual				
Clallam County Health and Human Services	Medical Nutrition Therapy	number of clients served per quarter	Objective	2	2	2	2
			Actual				

Each provider should be prepared to provide a count of the unduplicated number of persons served, including certain demographic data, on a calendar year basis to meet Ryan White Data Report (RDR) requirements.