

## **Program Element #08: Ryan White Program, Part B HIV/AIDS Services**

### **OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

#### **1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Ryan White Program, Part B HIV/AIDS Services.

**General Description.** Funds must be used to deliver to eligible individuals with HIV and their families one or more of the services described in the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) Part B, referred to hereafter as “Ryan White Program, Part B HIV/AIDS Services.” Expenditure of these funds must be directly related to an individual’s HIV positive status and necessary to help the individual remain engaged in HIV medical care and treatment. All Ryan White Program, Part B HIV/AIDS Services that are supported in whole or in part with funds provided under this Agreement must be delivered in accordance with OAR Chapter 333, Division 022 “Human Immunodeficiency Virus”, the “HIV Community Services Program, HIV Case Management Standards of Service” and “HIV Community Services Program Support Services Guide” located at: [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv).

HIV is an important public health priority in Oregon. Ensuring the achievement of viral suppression among people living with HIV (PLWH) is critical for not only improving lifelong health outcomes, but to also prevent further transmission of the virus. The provision of Case Management and Support Services is an evidence-based approach for supporting engagement with medical care and adherence to medical treatments. Through this support, Oregon aims to increase the percentage of PLWH who have achieved viral suppression to 100%.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

#### **2. Definitions Specific to Ryan White Program, Part B HIV/AIDS Services**

- a. Case Management or Case Management Services.** Case Management is a range of client-centered services that link clients with health care, psychosocial support and other services. These services ensure timely and coordinated access to medically appropriate levels of health and Support Services and continuity of care through ongoing assessment of the client’s and other key family members’ needs and personal support systems. Case Management includes, but is not limited to face-to-face coordination, phone contact, and other appropriate forms of communication.

Medical Case Management must be provided by a registered nurse licensed in Oregon. The coordination and follow-up of medical treatments is a component of medical Case Management. Medical Case Management includes the provision of medical treatment adherence counseling to ensure readiness for, and adherence to, HIV/AIDS medication regimens and treatments.

Additionally, medical Case Management includes liver health, nutritional and oral health assessment and education.

- b. Health Resources and Services Administration HIV/AIDS Bureau (HRSA/HAB):** The agency of the U.S. Department of Health and Human Services that is responsible for administering the Ryan White Program. Information about HRSA/HAB is available at [www.hab.hrsa.gov](http://www.hab.hrsa.gov)
- c. HIV/VH/STI Integrated Planning Group (IPG):** Oregon’s End HIV/STI Oregon Statewide Planning Group (OSPG) (formerly known as the OHA HIV/Viral Hepatitis/Sexually Transmitted Infection Integrated Planning Group (IPG) is an advisory group to the HIV/STD/TB Section of

OHA. Information regarding this planning group can be found at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv)

- d. **HIV Care and Treatment Program:** The State program, funded predominately under the Ryan White Program, Part B HIV/AIDS Services, to provide care and treatment services to people with HIV to improve health outcomes and reduce HIV transmissions among hard-to-reach populations.
- e. **OHA’s HIV Community Services Program Support Services Guide (Support Services Guide):** The Support Services Guide, incorporated herein by this reference, that defines the range of Support Services that may be purchased with funds awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services, and includes the service definitions, eligibility and guidance for the delivery of Support Services. The Support Services Guide is available at <http://public.health.oregon.gov/DiseasesConditions/HIVSTDViralHepatitis/HIVCareTreatment/Pages/ServicesandDefinitions.aspx>
- f. **Ryan White Program, Part B HIV Case Management Standards of Service (the Standards):** The Standards, incorporated herein by this reference that outlines or defines the set of Standards and provides directions for HIV/AIDS Case Management in the State of Oregon. These Standards are also intended to provide a framework for evaluating HIV/AIDS Case Management Services and to define a professional case manager’s accountability to the public and to the individuals receiving Ryan White Program, Part B HIV/AIDS Services. These Standards are available at <https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/HIVSTDVIRALHEPATITIS/HIVCARETREATMENT/Pages/cmstdrds.aspx>
- g. **Support Services:** Support Services include the provision of financial assistance for services necessary to facilitate a person living with HIV/AIDS to access and remain engaged in HIV medical care and treatment. Support Services must be provided in accordance with the Support Services Guide.
- h. **Title XXVI of the Public Health Service (PHS) Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program):** Public Law 111-87, enacted in 1990 and reauthorized in 1996, 2000, 2006 and extended in 2009, which is the federal legislation enacted to address the health care and support service needs of individuals living with the HIV disease and their families in the United States and its territories.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention	Environmental health	Access to clinical preventive services	Leadership and organizational	Health equity and cultural	Community Partners	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response

				Population Health Direct services							
Asterisk (*) = Primary foundational program that aligns with each component					X = Foundational capabilities that align with each component						
X = Other applicable foundational programs											
<b>Provision of HIV Case Management services to ensure adherence to HIV treatments.</b>	*					X	X				

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable.

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable.

**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

All Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

**a. Eligibility.** HIV verification, identity, residency, health insurance status and income must be documented within 30 working days from the date of intake. Thereafter, income, health insurance status and residency must be verified annually. Ryan White Program, Part B HIV/AIDS Services may only be delivered to people living with HIV in the LPHA’s defined service area who are active participants in Case Management Services that comply with the requirements of the Standards, and to their affected families of origin or choice. There is no income limit for Case Management services and only clients at or below 300% of the federal poverty level, and meeting criteria in (b) below, are eligible for financial assistance through Support Services. Verification of HIV status may be undertaken only after LPHA obtains the required consent of that individual to the release of HIV-specific information. This documentation may not be released to a third party without further consent of that individual.

**b. Certain Limitations on Use of Financial Assistance.**

(1) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs. The financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services must be used as dollars of last resort. LPHA must document in the records of the individual receiving the Ryan White Program, Part B HIV/AIDS Services that the funds are being used in a manner that complies with this subsection.

(2) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used for services necessary to facilitate a person living with HIV/AIDS to access and remain engaged in HIV medical care and treatment and for

Support Services that directly benefits the health of, or is related to the HIV positive status of an individual.

- (3) No charges to clients shall be imposed for services rendered under this Program Element.
- (4) Under no circumstances may the financial assistance be used to provide direct cash payments to an individual receiving Ryan White Program, Part B HIV/AIDS Services.
- (5) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used in accordance with the Support Services Guide LPHA, may use up to 10% of the aggregate financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services to cover LPHA's costs of administering its Ryan White Program, Part B HIV/AIDS Services. Alternately, LPHA may submit its Indirect Cost Plan, and use the approved indirect cost rate specified in the plan in lieu of the 10% aggregate. LPHA may permit any of its Subcontractors of Ryan White Program, Part B HIV/AIDS Services, as first-tier contractor, to use up to 10% of the funds paid to that Subcontractor by LPHA for Ryan White Program, Part B HIV/AIDS Services for Subcontractor administrative costs. For purposes of this limitation, the costs of administration include usual and recognized overhead activities, including rent, utilities and facility costs; costs of management oversight of specific programs funded under this subsection, including program coordination, clerical, financial and management staff not directly related to client services; program evaluation; liability insurance; audits; computer hardware/software not directly related to client services; and completion of Ryan White Program data reports and other required reports, to the extent such costs are allowable under applicable OMB cost principles.

**c. General Requirements Applicable to all Ryan White Program, Part B HIV/AIDS Services.**

Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services must be budgeted by LPHA in a manner that would reasonably be expected to assure funding availability throughout the Agreement period; and with a priority to "Core Medical Services" as defined within the Support Services Guide. Financial assistance to specific clients must be prioritized based on a client's level of need and in accordance with the Support Services Guide and the Standards.

- (1) All Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement must be delivered consistent with the service priorities set forth in the Support Services Guide. LPHA must use the funds awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services in accordance with the Care Services Budget approved by and on file at the OHA HIV Care and Treatment program, supplied to the LPHA by the program and incorporated herein by this reference (the "Care Services Budget"). Modifications of the Care Services Budget may only be made with OHA approval, as reflected in an amendment to this Agreement, duly executed by all parties.
- (2) In the event of any conflict or inconsistency between LPHA's Care Services Budget and the provisions of this Program Element (excluding any attachments), the provisions of this Program Element (excluding any attachments) shall control.
- (3) All Ryan White Program, Part B HIV/AIDS Services must be available and delivered in a culturally and linguistically-appropriate manner and must meet the National Standards on Culturally and Linguistically Appropriate Services (CLAS); specifically the mandates which are the current federal requirements for all recipients of federal funds (Standards 4, 5, 6, and 7 at <https://thinkculturalhealth.hhs.gov/clas/standards>) must be met.
- (4) LPHA must comply with the Americans with Disabilities Act (ADA) requirements and ensure that the facility is accessible by public transportation or provide for transportation

assistance to the facility when needed, which may be paid utilizing funds under this Agreement per guidance in Section 4.c.(1) of this Program Element.

- (5) LPHA providing Ryan White Program, Part B HIV/AIDS Services may not solicit or receive payments in kind or cash for purchasing, leasing, ordering, or recommending the purchase, lease or ordering of any goods, facility services or items. Applicable policies must be available upon request.
- (6) LPHA must comply with statute (41 USC 4712), which 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, whistleblowing protections cannot be waived by policy, form, or condition of employment. Whistleblowing is defined as making a disclosure that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority related to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant.

**d. Case Management & Support Services.**

- (1) LPHA must provide Case Management and Support Services in accordance with OAR Division 333, Chapter 022 to all eligible individuals within LPHA’s service area who seek such services and must be delivered consistently throughout the period for which financial assistance is awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services.
- (2) LPHA must deliver all Case Management and Support Services in accordance with the Standards.
- (3) LPHA must establish a grievance policy for recipients of Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement and shall make this policy known to and available to individuals receiving the services.
- (4) All Subcontractors of Ryan White Program, Part B HIV/AIDS Services must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services.

**e. Confidentiality.** In addition to the requirements set forth in Exhibit F, Section 12 “Records Maintenance; Access and Confidentiality” of this Agreement, all Subcontractors of Ryan White Program, Part B HIV/AIDS Services must comply with the following confidentiality requirements:

- (1) No information regarding an individual’s HIV-positive status may be kept or retained on file by a Subcontractor of Ryan White Program, Part B HIV/AIDS Services without documentation of an established “client with service provider” relationship between the Subcontractor and the individual. This relationship is established when a Subcontractor of Ryan White Program, Part B HIV/AIDS Services, at a minimum, engages in an interview or dialog with the individual that results in a specific record being developed relative to prospective services available to that individual.
- (2) All materials related to the delivery of Ryan White Program, Part B HIV/AIDS Services that contain names or other identifying information of individuals receiving services must be kept in a locked and secure area/cabinet, which allows access only to authorized personnel, and all computers and data programs that contain such information must have restricted access. Staff computers must be in a secure area not accessible by the public,

and computer systems must be password protected. Subcontractors of Ryan White Program, Part B HIV/AIDS Services must comply with all county, state and federal confidentiality requirements applicable to the delivery of Ryan White Program, Part B HIV/AIDS Services.

- (3) Breaches of confidentiality are serious and require immediate action. Therefore, the supervisory or administrative staff of a Ryan White Program, Part B HIV/AIDS Services funded Subcontractor must immediately investigate, evaluate and, if necessary, correct any alleged breaches by its staff of the confidentiality requirements of this Program Element; further, Subcontractor must document the steps it takes to resolve any breaches of confidentiality. All confirmed breaches of the confidentiality requirements of this Program Element must result in appropriate sanctions in accordance with Subcontractor policy and procedure and applicable law. Each Subcontractor of Ryan White Program, Part B HIV/AIDS Services must report to OHA in sufficient detail any confirmed breaches by its staff of the confidentiality requirements of this Program Element within 14 days of Subcontractor's evaluation of such breaches as described above.
- (4) Subcontractors of Ryan White Program, Part B HIV/AIDS Services must establish and comply with a written policy and procedure regarding breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee or volunteer for a verified breach of the confidentiality requirements of this Program Element.
- (5) Subcontractors of Ryan White Program, Part B HIV/AIDS Services must conduct an annual review, and maintain documentation of that annual review, of county, state, and federal requirements regarding the confidentiality of information related to individuals receiving Ryan White Program, Part B HIV/AIDS Services. Subcontractors of Ryan White Program, Part B HIV/AIDS Services must require employees and any non-paid staff (i.e. volunteers) who, in the course of performing their job, have access to such information to have an annual review of the confidentiality requirements and to acknowledge in writing an understanding of such requirements governing this information.
- (6) Subcontractors of Ryan White Program, Part B HIV/AIDS Services must provide an on-site private room or HIPAA-compliant telehealth connection for individuals providing Case Management Services to counsel or interview individuals receiving Ryan White Program, Part B HIV/AIDS Services.

**f. LPHA Staffing Requirements and Staff Qualifications.**

- (1) LPHA must employ a Registered Nurse trained in the use of the Standards for the delivery of Ryan White Program, Part B HIV/AIDS Services. Any additional staff must also be trained in the use of the Standards.
- (2) LPHA must provide staffing for Case Management Services as identified in the Care Services Budget and in accordance with the Standards.
- (3) All LPHA and Subcontractor staff who provide Ryan White Program, Part B HIV/AIDS Services must attend training sessions and be appropriately trained on the delivery of such services, as reasonably designated by OHA. OHA will inform LPHA of the schedule and locations for the training sessions.
- (4) LPHA must provide an Information Technology (IT) contact to execute and ensure compliance with the RW CAREWare Client Tier Installation Instructions, which are available from OHA upon request.

**g. LPHA Fiscal Controls and General Administration.**

- (1) LPHA must have appropriate fiscal controls in place for the use and disbursement of financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services. LPHA must document in its files the types of agreement monitoring activities that LPHA will perform with respect to Subcontracts for the delivery of Ryan White Program, Part B HIV/AIDS Services and the projected schedule of such monitoring activities during the term of this Agreement. Required monitoring activities include but are not limited to determining whether the basic elements of the Program, the Standards are being met and taking appropriate action if they are not. LPHA must submit to OHA copies of all Subcontracts for the delivery of Ryan White Program, Part B HIV/AIDS Services during the term of this Agreement. LPHA may not pay the Subcontractor with funds received under this Agreement for this Program Element until OHA has received a copy of the Subcontract. OHA’s obligation to disburse financial assistance provided under this Agreement for this Program Element to cover payments on a Subcontract is conditioned on OHA’s receipt of a copy of that Subcontract. LPHA must notify OHA in writing of LPHA’s process for selecting Subcontractors to provide Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with the financial assistance provided under this Agreement for this Program Element (e.g., competitive request for proposals or sole source award) prior to commencing the selection process.
- (2) LPHA must notify OHA within 10 business days and in writing, of proposed changes, during the term of this Agreement, in the Care Services Budget or in the availability of Ryan White Program, Part B HIV/AIDS Services funded through this Agreement, to include service hours, staffing, professional qualifications of staff, and fiscal management. A revised Care Services Budget must be re-submitted to OHA for approval of changes when applicable.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

In addition to the reporting requirements set forth in Exhibit E, Section 6 “Reporting Requirements” of this Agreement, LPHA and any Subcontractors must submit the following reports and information to OHA:

- a. Semi-annual Progress Reports must be submitted no later than January 31 and July 31 for the six-month periods ending December 31 and June 30 in each fiscal year. Semi-annual Progress Reports include a narrative report. Administrative Fiscal Forms are submitted quarterly. Reporting forms and instructions are found here, at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv) .
- b. LPHA must conduct a local chart review utilizing the approved process and program review tool found here at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv) . The results of this review will be submitted to the Program not later than October 31<sup>st</sup> of each fiscal year.

- c. LPHA must conduct an annual audit. LPHA's receiving federal funds exceeding \$500,000 must comply with the applicable audit requirements and responsibilities set forth in the Exhibit G, Section 7 "Audits". Verification of the completed audit will be obtained through the Secretary of State Audit Division.
- d. With respect to each individual receiving Ryan White Program, Part B HIV/AIDS Services with funds provided under this Agreement, demographic, service and clinical data must be collected and reported to the OHA by utilizing the HRSA developed software package, RW CAREWare. Data obtained by LPHA must be entered as described in the Oregon RW CAREWare User Guide found at [www.healthoregon.org/hiv](http://www.healthoregon.org/hiv) . Users are required to enter all demographic, service and clinical data fields within 30 days of the date of service. Use of RW CAREWare software and reporting system requires high-speed internet connectivity and must be compliant with the minimum requirements outlined in instructions at <https://hab.hrsa.gov/program-grants-management/careware> and are available upon request. CAREWare 6 has a new user interface that runs on an internet browser.

**7. Performance Measures.**

If LPHA uses funds provided under this Agreement to support HIV Case Management, the LPHA must operate its program in a manner designed to achieve the following Ryan White Performance Measure goals found here <http://www.healthoregon.org/hiv> :

- a. 90% of clients must have a HIV viral load less than 200 copies/mL at last HIV viral load test.
- b. 90% of clients have a medical visit in the last 12 months.
- c. 90% of medical Case Management clients have an RN care plan developed and/or updated 2 more times a year.