

AMENDMENT #1
CONTRACT #0000000000000000000046883

This is an Amendment to the Grant Agreement (the "Grant Agreement") entered into by and between the INDIANA DEPARTMENT OF HEALTH (the "State") and CLARK COUNTY HEALTH DEPARTMENT (the "Grantee") approved by the last State signatory on November 19, 2020.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Grant Agreement is hereby extended for an additional period of **one year**. It shall terminate on **September 30, 2022**. Activities are described in **Attachment A-1**, attached hereto, made a part hereof, and incorporated herein by reference as a part of this **Grant Agreement**.

2. The consideration during this extension period is **\$233,750.00**. Total remuneration under the is not to exceed **\$508,750,00**. Activities are described in **Attachment B-1**, attached hereto, made a part hereof, and incorporated herein by reference as a part of this **Grant Agreement**.

All matters set forth in the original Grant Agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

CLARK COUNTY HEALTH DEPARTMENT

DocuSigned by:
By: *Douglas J. Bentfield*
08382461D0F64B4...

Title: Administrator

Date: 9/16/2021 | 09:19 EDT

INDIANA DEPARTMENT OF HEALTH

DocuSigned by:
By: *[Signature]*
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 9/16/2021 | 09:20 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

ATTACHMENT A-1

I. Introduction

The Ryan White Part B Program is a federally funded initiative that provides funding for a comprehensive continuum of high quality, community-based care for low-income individuals and families living with HIV. The Department of Health and Human Services (HHS) Health Resources and Services Administration (HRSA) funds the Ryan White Part B Program, which operates in accordance with federal and state policies and under the administrative and financial policies of the Indiana Department of Health (the Department through the Division of HIV/STD/Viral Hepatitis).

Services provided during the 12-month period of this grant agreement are conditional upon the successful completion and submission to the Department of required progress reports detailing goals, objectives, and fiscal utilization of funds. The parties agree that the grant requirements may be revised based on technical assistance provided to the Department and that revised Service information will be contained in a new Attachment A that will supersede the previous Attachment A.

II. Ryan White Part B Service Categories

Sub-recipient is expected to provide documented, fundable services to eligible people living with HIV (PLWH), and to clearly define the scope and nature of such services in the grant. Descriptions of staff supported by these funds will be reviewed to ensure that they include only those activities that are fundable under this grant. The following services offered by the Ryan White Part B Program, based on a collaborative effort between the pass-through entity and the Sub-recipient, are service categories that will be approved on a case-by-case basis by the Indiana Department of Health Division of HIV/STD/Viral Hepatitis. The sub-recipient is under contract only for the services approved and specified in your final award letter.

Sub-recipient shall use Ryan White Part B Funds to provide the following services:

a. Administration

Allowable administrative expenses must be directly related to the Ryan White Part B Program and **not included in the cost of service** for funded services. These expenses must be documented and are reportable at the end of the grant year.

The portion of direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP PLWH (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost cap.

*note: by legislation, all indirect expenses must be considered administrative expenses subject to the 10% cap. Sub-recipients may typically consider administrative expenses (i.e. portions of rent, malpractice insurance, medical billing staff, supervision time, etc.) are allowed to be included within the cost of Ryan White service category, per Policy Clarification Notice (PCN) #15-02, "Treatment of Costs under the 10% Administrative Cap for Ryan White HIV/AIDS

Program Parts B, .” **Refer to PCN 15-01 for further guidance in correctly categorizing administrative costs.**

For all recipients and sub-recipients funded by RWHAP Parts A, B, C, or D, the following programmatic costs **are not** required to be included in the 10% limit on administrative costs — they may be charged to the relevant service category directly associated with such activities:

- Biannual RWHAP re-certification;
- The portion of malpractice insurance related to RWHAP clinical care;
- The portion of fees and services for electronic medical records maintenance, licensure, annual updates, and staff time for data.
- The portion of the clinic receptionist’s time providing direct RWHAP patient services (e.g., scheduling appointments and other intake activities).

The following provides both a description of covered service categories and program guidance for RWHAP Part recipient implementation. These service category descriptions apply to the entire RWHAP. However, for some services, the RWHAP Parts (i.e., A, B, C, and D) must determine what is feasible and justifiable with limited resources. There is no expectation that any RWHAP program would cover all services, but recipients and planning bodies are expected to coordinate service delivery across all Parts to ensure that the entire jurisdiction/service area has access to services based on needs assessment.

The following core medical and support service categories are important with assisting in the diagnosis of HIV, linkage to care for seropositive individuals, retention in care, and the provision of HIV treatment. To be an allowable cost under the RWHAP, all services must relate to HIV diagnosis, care, and support, and must adhere to established HIV clinical practice standards consistent with HHS treatment guidelines. In addition, all providers must be appropriately licensed and in compliance with state and local regulations. Recipients are required to work in compliance with the Department Ryan White Part B Service Standards for all RWHAP-funded services. It is a requirement that each subrecipient read the Subrecipient Manual annually, by the 60th day of the new budget period.

RWHAP PLWH must meet income and other eligibility criteria as established by the Department and detailed in Service Standards.

RWHAP Core Medical Services

- AIDS Drug Assistance Program Treatments
- Medical Case Management, including Treatment Adherence Services
- Medical Nutrition Therapy
- Mental Health Services
- Outpatient/Ambulatory Health Services
- Substance Abuse Outpatient Care

RWHAP Support Services

- Emergency Financial Assistance
- Food Bank/Home Delivered Meals
- Housing
- Linguistic Services
- Medical Transportation
- Non-Medical Case Management Services
- Other Professional Services
- Outreach Services
- Psychosocial Support Services
- Referral for Health Care and Support Services
- Substance Abuse Services (residential)

All service categories are defined by HRSA PCN 16-02 and the Department Service Standards and all guidelines noted in each are required to be followed by funded entities.

III. Additional Contractual Requirements/Conditions of Award

All Ryan White Part B funded programs, in any service category must:

- a. Meet a clearly defined unmet need, target population, and/or geographic area based on the service priorities established by the HIV/STD Advisory Council.
- b. Ensure mechanisms, approved by the Department, for ongoing monitoring for quality and program evaluation.
 - Sub-recipient must comply with all HRSA Ryan White Part B programmatic, fiscal, clinical quality management, and universal monitoring policies and procedures.
 - Sub-recipient must review and comply with all Service Standards as established by the Department Ryan White Part B Program.
 - Sub-recipient will remain compliant with the National Monitoring Standards and the Ryan White Part B Program’s Service Standards. Failure to maintain compliance will severely restrict the agency from future Ryan White Part B funding until such time that these Standards are compliant.
- c. Establish mechanisms that comply with the Department Ryan White Part B Program “Payor of Last Resort” and “Vigorous Pursuing PLWH Health Care

Coverage Enrollment” policies to ensure that PLWH who receive Ryan White Part B funded services are not eligible for services funded by other sources (excluding Ryan White Part A, any other Ryan White funding, Veteran’s Administration Services, and the Indian Health Service), including mechanisms to document that all other service options to meet a PLWH’s need were explored and a determination was made that no other resource was available before Ryan White Part B Program funds are used;

- d. Establish mechanisms for integration and/or coordination with existing HIV services providers, as appropriate, and participate in (the or a) Regional ZIP Coalition.
- e. Ensure mechanisms to increase access to care for all eligible PLWHs in the geographic area(s) to which the agency is applying for funding.
- f. Have a process to facilitate and document culturally and linguistically appropriate transition of PLWH to other services, as needed, at any time during the grant period.
- g. Establish mechanisms for outreach to individuals with HIV/AIDS who may be aware of their status, but are not in care, of available services, and bring those eligible PLWH into care.
- h. Establish mechanisms and specific strategies that will identify individuals who are unaware of their HIV status, make them aware, and bring them into care.
- i. Subrecipient must begin the credentialing process for applicable staff immediately. The Department requires credentialing be completed within six months. If extenuating circumstances exist, this must be communicated to the Department as soon as possible in which case the Department will work with Subrecipient to create an achievable action plan.
- j. Subrecipient will submit requests for access to the Department systems i.e., HIVE, CaseManager, CAREWare, etc. **Subrecipient will notify the Department of staff departure from agencies and need to remove access from systems prior to employee departure.** The Department reserves the right to review access to systems and modify privileges based on usage.
- k. Subrecipient agrees to notify the Department of any program staff changes within 10 working days, and these changes must be submitted to RWServicesAdmin@isdh.in.gov.
- l. The subrecipient agrees to provide at least 37.5-40 hours of availability for PLWH access per week in order to meet regional service demands and to return all telephone call and written correspondence within two working days. Any changes to hours of operation should be publicized.

- m. The sub-recipient agrees to conduct an annual PLWH satisfaction survey or perform other efforts to assess PLWH satisfaction and provide to the Department upon request or at annual monitoring site visit.

IV. Invoice and Data Submission

The Department requires monthly reporting, invoice, and data submission, which is subject to change at the discretion of the Department HIV/STD/VH Division. These reports are required to monitor performance, challenges, and changing needs throughout the grant year.

a. Invoicing and Data

- i. **Monthly invoices and supporting documentation must be submitted no later than 20 days after the end of each month.** Sub-recipients should utilize Department Policy 18-05 for details on the submission of supporting documentation. This report and the monthly invoice must be sent to the Department Ryan White Part B Program mailbox at HSPProgram@isdh.in.gov
- ii. The report shall be submitted on a monthly basis through a state-provided template or Department developed form and may include:
 - Highlights and successes in service delivery
 - Problems and barriers encountered
 - Action steps to address any barriers encountered
 - Waitlist Status
 - Service Delivery Needs or Changes
 - Technical Assistance Needs
 - Aggregate Data Elements
- iii. Upon submission of invoices, the Department will also run data completion reports in Department data systems to confirm all data for that time has been submitted. After the 20th of the month, no additional services data is permitted to be entered.

V. Year-end Progress Reporting

- a. Sub-recipients will be required to submit a detailed year-end progress report including but not limited to:
 - Success in meeting goals and objectives as established in agency's work plan
 - Complete fiscal report of Ryan White Funds expended
 - Detailed report on use of Administration dollars

- Detailed reconciliation report – detailing the actual costs of providing each service that was funded during the grant year
- b. All year-end data must be in the format as required by HRSA and/or THE DEPARTMENT within the time frame established by the Ryan White Part B Program.
- c. The inability to provide this year-end report in the approved format will result in delay of final payment and will suspend the agency from future funding consideration.
- d. Sub-recipients must comply with report due dates as established by HRSA and/or THE DEPARTMENT. Late reports will result in delay of payment and jeopardize future funding considerations.

VI. Reporting PLWH Level Data

Sub-recipients must enter data into a Department-approved data system or data collection instrument by the 20th of the month following the provision of services.

Approval of data systems/collection instrument used by the subrecipient may change related to adoption of a centralized data system by the Department. The sub-recipient must collect and report, at minimum, PLWH-level demographic data, units of service (as defined by the Department) provided for each funded service category, and performance measurement data. PLWH-level data must be collected in compliance with Department requirements, including meeting Department submission requirements and deadlines for the annual Federal Ryan White HIV/AIDS Program Services Report (RSR).

- a. Subrecipients will use a Department approved data tracking system to collect PLWH-level data in compliance with HRSA's reporting requirements.
- b. Subrecipients will be responsible for entering data in a timely manner, that meets the Department's expectation for data entry outlined in the service standard, into a Department approved data tracking system to collect PLWH-level data in compliance with HRSA's reporting requirements.
- c. Failure to maintain current and accurate data will result in delay of payment. Continued failure to meet reporting and data entry requirements will jeopardize future funding.
- d. The subrecipient agrees that proprietary information disclosed by the Department to the subrecipient for the purpose of this agreement shall be held in confidence and used only in the performance of the agreement. No item designed for or by the Department shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this agreement are sole and exclusive property of the Department. All PLWH-level data collected on behalf of this grant are the property of the Department. All such materials shall be delivered to the Department in usable condition at any time requested by the Department.

- e. It is the expectation that all eligible PLWHs are enrolled in the appropriate Ryan White service. We realize not all PLWHs may qualify for Ryan White Program eligibility, however it is still the expectation that all PLWHs seen by NMCM funded staff at an agency apply PLWHs for the state programs and those services are tracked within the Department systems within the appropriate sections, i.e., CAREWare State Funds contracts, Supplemental/Rebate contracts, or Program Income contracts.

VII. Department 2021-2022 Reporting Schedule

November 20, 2021	Monthly report, invoice, and data completion
December 20, 2021	Monthly report, invoice, and data completion
January 20, 2022	Monthly report, invoice, and data completion
January 31, 2022	Work Plan/ Program Income Update
February 20, 2022	Monthly report, invoice, and data completion
March 20, 2022	Monthly report, invoice, and data completion
April 20, 2022	Monthly report, invoice, and data completion
April 30, 2022	Work Plan/ Program Income Update
May 20, 2022	Monthly report, invoice, and data completion
June 20, 2022	Monthly report, invoice, and data completion
July 20, 2022	Monthly report, invoice, and data completion
July 31, 2022	Work Plan/ Program Income Update
August 20, 2022	Monthly report, invoice, and data completion
September 20, 2022	Monthly report, invoice, and data completion
October 20, 2022	Monthly report, invoice, and data completion
October 31, 2022	Work Plan/ Program Income Update

VIII. Quality Management

Sub-recipients must develop an internal quality management (QM) program and collaborate with the Ryan White Part B Program in the implementation and evaluation of the statewide QM

plan. The QM program must be in accordance with Ryan White legislation and Policy Clarification Notice (PCN) 15-02. This will include developing an internal quality management infrastructure, creating, and monitoring annual goals, collecting standardized performance measures at least quarterly, and conducting ongoing quality improvement activities. The Department will provide guidance and technical assistance, as needed, to help agencies implement a QM program and annual work plan.

Sub-recipients are expected to:

- Develop a written quality management plan outlining specific goals and objectives that address improvement in quality of PLWH care and which meets THE DEPARTMENT expectations
- Supportive materials and technical assistance will be provided by the Clinical Quality Manager at THE DEPARTMENT
- Utilize a QM committee to direct and oversee implementation of the QM program.
- Collect and report on performance measures (all applicable measures should be reviewed quarterly at a minimum) and report back to THE DEPARTMENT when applicable
- Participate in quality management trainings and technical assistance provided by THE DEPARTMENT.
- Engage in statewide QM activities as laid out in the QM Plan, including:
 - Representation in the Indiana HIV/STD Advisory Council
 - Participation in all statewide QI projects, including CHII.
- Conduct ongoing QI projects and report QI activities to THE DEPARTMENT on a quarterly basis
- Participate in on-site monitoring by THE DEPARTMENT of the QM Program and activities, when requested
- Include information about progress and challenges experienced in implementing the QM program in the THE DEPARTMENT Monthly Progress Reports
- Engage consumer participation throughout all activities outlined by the QM program, including but not limited to training on methodology, recommendations based up performance measure results, and recommendations about QI projects
- Abide by any further requirements as established by the CQM program at THE DEPARTMENT

IX. Financial Responsibilities

- a. **Sub-recipient shall submit the invoice and monthly program report by the 20th of each month (reporting for the previous month).** Appropriate documentation

shall accompany each invoice and account for all expenses claimed, per THE DEPARTMENT Ryan White Part B Program policy.

- b. Failure to submit the invoice with appropriate documentation will result in delay of payment from THE DEPARTMENT for services rendered.
- c. **Failure to submit timely reimbursement requests without consultation and approval from the Ryan White Part B Program will be considered delinquent and the funds allocated will be subject to reallocation.**
- d. If funds are not being utilized by the Sub-recipient in a timely manner, the staff of the DEPARTMENT Ryan White Part B Program will reallocate unused or anticipated unused dollars to other Ryan White Service Categories or Ryan White Providers. The grants with the agencies affected will be amended to reflect the change in fiscal responsibilities.
- e. The DEPARTMENT Ryan White Part B Program Director reserves the right to de-obligate allocated funding to a specific Sub-recipient and re-obligate funds to other Sub-recipients for service provision if funds are not expended at a rate of at least ¼ of the grant amount, per quarter of the budget year.
- f. Sub-recipient shall pursue third party reimbursement to help sustain Ryan White Part B. Sub-recipient shall:
 - i. Report to the Ryan White Part B Program Director the PLWH who are enrolled in any comprehensive benefit program
 - ii. Report PLWH's acceptance into Medicaid, Medicare, or private insurance
 - iii. Develop a tracking system for third party reimbursement to Ryan White Part B providers and report billing and collections
 - iv. Establish mechanisms that comply with the DEPARTMENT Ryan White Part B Program policies "Payor of Last Resort" and "Vigorously Pursuing PLWH Health Care Coverage Enrollment" ensuring that third party payments will be used to provide additional or enhanced services to Ryan White-eligible PLWH
- g. Sub-recipient shall maintain documentation of policies that forbid the use of grant funds for cash payments to service recipients as well as an asset inventory list indicating funding source and service category.
- h. Sub-recipient shall develop and maintain a current, complete, and accurate asset inventory list that lists purchases of equipment by funding source and service category and make the list and schedule available to THE DEPARTMENT upon request and implement adequate safeguards for all capital assets that assure they are used solely for authorized purposes.

- i. Sub-recipient shall maintain a file documenting all travel expenses paid under this grant.
- j. Sub-recipient shall maintain a line-item budget with sufficient detail to permit review and assessment of proposed use of funds for the management and delivery of the proposed services. When new awards are made, agencies are required to submit an updated detailed budget within 30 days of the award notification.
- k. Sub-recipient shall document all requests for budget revisions or work plan modifications which must be submitted in writing. Requests for budget changes will not be considered until 90 days after the start of a contract agreement and no less than 60 days prior to the end of the contract. THE DEPARTMENT shall be responsible for determining and approving the acceptability of revised plans or objectives. In cases where agencies need to move more than 25% of funds in a service category, the agency will need to submit an updated detailed budget with the Request for Budget Change form.
- l. Sub-recipient shall provide THE DEPARTMENT access to: accounting systems; electronic spreadsheets; general ledger; balance sheets; income and expense reports and all other financial activity reports; all financial policies and procedures, including billing, collection, purchasing and procurement policies; and accounts payable systems and policies.

X. Program Income

- a. Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as HIV/AIDS BUREAU POLICY 15-03 provided on 45 CFR § 75.307(f). Program income includes but is not limited to:
 - Income from fees for services performed, the use or rental of real or personal property acquired under Federal awards
 - The sale of commodities or items fabricated under a Federal award
 - License fees and royalties on patents and copyrights
 - Principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income.

Except as otherwise provided in Federal statutes, regulation, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

- b.** The use of program income will be “additive” and must be used for the purpose for which the award was made and may only be used for allowable costs under the award.

 - i.** For Ryan White Parts A, B, and C, allowable costs are limited to core medical and support services, clinical quality management, and administrative expenses (including planning and evaluation) as part of a comprehensive system of care for low-income individuals living with HIV.
 - ii.** Program income may be utilized for elements of the program that are otherwise limited by statutory provisions, such as administrative and clinical quality management activities that might exceed statutory caps, or unique services that are needed to maintain a comprehensive program approach but that would still be considered allowable under the award.

- c.** Ryan White Parts A and B have a legislatively mandated one-year period of performance and are non-discretionary grants to be awarded each fiscal year. In accordance with PCN 15-03, “Subrecipients should strive to proactively secure and estimate the extent to which program income will be accrued. This should be done to effectively determine the need for RWHAP funds and their allocation and utilization during the current period of performance. Additionally, it is the responsibility of the recipient (THE DEPARTMENT) to monitor and track program income earned by subrecipients. Subrecipients should retain program income for “additive” use within their own programs.” Therefore, subrecipients are required to report program income to THE DEPARTMENT under a frequency and method to be issued by THE DEPARTMENT.

 - i.** Program income for a service provided within one period of performance may be received in the following period.
 - ii.** Such program income should be accounted for and utilized in the year in which it is received by the program.
 - iii.** Program income received at the end of the period of performance will be expended by the subrecipient prior to the expenditure of new grant Ryan White Part B Program funds awarded in the subsequent period.
 - iv.** PLWH served by the agency using Program income are also required to be reported to THE DEPARTMENT as PLWH served and will be required to be reported within the same expectation as PLWH served by direct funds from THE DEPARTMENT.

- d.** Program Income Reporting

 - i.** Reporting will occur on a quarterly basis through a tracker provided by THE DEPARTMENT. In advance of the contract period THE DEPARTMENT

will also provide a Program Income Spending Plan template to be submitted with the intended use of Program Income in order to build the Program Income contracts for data entry into CAREWare.

XI. Publications

- a. All written materials, pictorials, audiovisuals, questionnaires, survey instruments, and proposed educational group session activities or curricula developed or considered for purchase by the Sub-recipient relating to this funded project must be reviewed and approved in writing by THE DEPARTMENT prior to dissemination and/or publication. It is agreed that such review will be conducted within a reasonable timeframe. The Sub-recipient must keep on file written notification of such approval.
- b. Sub-recipient must include the following statements in any materials distributed to the public: “[insert program name] is a program of the Indiana Department of Health.” and “This program is funded in whole or in part by State and Federal allocations through the Indiana Department of Health.”

XII. Privacy and Confidentiality

- a. While performing under this Agreement, Sub-recipient may be exposed to or acquire confidential PLWH and/or patient information including, but not limited to, information, data, reports, records, summaries, tables, and studies, whether written or oral and whether fixed in hard copy or contained in any computer database or computer readable form. Sub-recipient may also be exposed to individually identifiable health information ("IIHI") and protected health information ("PHI"), in either paper or electronic form, as both are defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR 160.101, et seq. Both Parties agree to abide by all HIPAA requirements including each and every obligation imposed under the Health Information Technology for Economic and Clinical Health Act, Division A of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (the HITECH Act) and each of those obligations is incorporated by reference into this Agreement.
- b. While performing under this Agreement, Sub-recipient, including its employees, agents, and representatives agrees to (a) not disclose to any third Party the confidential information of THE DEPARTMENT except as otherwise permitted by this Agreement; (b) permit use of such confidential information only by employees, agents, and representatives having a need to know as delineated and addressed in HIPAA and only in connection with performance under this Agreement; (c) advise each of its employees, agents, and representatives of his or her obligation to keep such confidential information confidential; and (d) utilize appropriate security measures to prevent negligent and accidental

disclosures of IIHI and PHI or identity theft as defined in the FACT Act, 16 CFR §681.

- c. Sub-recipient and THE DEPARTMENT also agree to enter into mutually acceptable modifications or amendments to this Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of confidential information. Such modifications or amendments will be entered into on or before the date upon which THE DEPARTMENT is required to be in compliance with the privacy regulations promulgated under HIPAA and the HITECH Act, as amended from time to time. Failure to obtain agreement on such a modification or amendment gives either Party the right to terminate this Agreement upon 30 days written notice to the other Party. However, each Party will make reasonable attempts to modify or amend this agreement prior to notification of termination.

XIII. Other

- a. Sub-recipient shall participate in all Ryan White grant required activities, including:
 - i. Needs assessments, which may include consumer surveys, chart reviews, and other special studies.
 - ii. Participating in all Ryan White Part B Program meetings as needed for quality management, quality assurance, data collection, program development and monitoring, and fiscal monitoring.
 - iii. Participating in all programmatic, fiscal, and quality management meetings/audits and provide data to the program as requested in preparation for these meetings.
 - iv. Attendance is required at all THE DEPARTMENT Ryan White Part B Program in-person and/or virtual meetings and webinars.
- b. Sub-recipient shall ensure that the facility where services are provided is accessible by public transportation or provide for transportation assistance.
- c. Sub-recipient shall, to the extent possible, provide services in settings that are accessible to all people living with HIV.
 - i. Sub-recipient shall maintain files documenting provider activities for the promotion of HIV services, including copies of HIV program materials promoting services and explaining eligibility requirements.
- d. Sub-recipients must have policies and procedures specifying charges to PLWH services, which may include a documented decision to impose only a nominal charge.

- i. There shall be no charge imposed on PLWH with incomes below 100% of Federal Poverty Level (FPL)
 - ii. Charges to PLWH with incomes greater than 100% of federal poverty level that are based on a discounted fee schedule and a schedule of charges. Limitation on total annual charges for Ryan White Services based on percent of patients annual income, as follows:
 - 1. 5% for patients with incomes between 100% and 200% of FPL
 - 2. 7% for patients with incomes between 200% and 300% of FPL
 - 3. 10% for patients with incomes between 300% and 400% of FPL
- e. Sub-recipient shall prepare and provide to THE DEPARTMENT upon request program and fiscal staff resumes, job descriptions, a staffing plan, and an organizational chart.
- f. Sub-recipient shall include in their personnel manual and in employee orientation information on regulations that forbid lobbying with grant funds.
- g. Each sub-recipient must establish a Continuity of Operations Plan (COOP) to ensure continued access to essential services and care for all PLWH, including their Ryan White-funded PLWH, in case normal operations cannot continue (in case of a disaster or emergency). This plan should be reviewed and updated annually.
- h. The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020, restricts the amount of direct salary that may be paid to an individual under a Department of Health and Human Services (HHS) grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2021, the Executive Level II salary level is \$199,300.1. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. Specific language is noted in the Standard Terms of the Notice of Award.

XIV. Rebate Billing

As it relates to all medications accessed for IDOH HIV Services Program (HSP) and Medical Services Program (MSP) clients, IDOH will file for and collect the entire rebate applicable under the 340B Drug Pricing Program. The sub-recipient shall not use 340B Program stock for clients filling prescriptions who are enrolled in IDOH MSP AIDS Drug Assistance Program (ADAP)/Early Intervention Program (EIP), Health Insurance Assistance Plan (HIAP), Medicare Part D Assistance Program (MDAP), Healthy Indiana Plan (HIP) Basic or HIP Plus. In the event the sub-recipient is unable to maintain separate pharmacy stocks, the sub-recipient shall notify IDOH to determine an agreed upon process for dispensing medications. The sub-recipient shall not file for rebates nor collect program income for medications for clients enrolled in IDOH MSP ADAP/EIP, MDAP, HIP Basic, HIP Plus, nor HIAP.

XV. PLWH Eligibility and Recertification Requirements

Eligibility determination and monitoring is to be initiated by PLWH and processed through an THE DEPARTMENT funded Non-Medical Case Manager (NMCM) strategically placed at funded care sites throughout the state. PLWH may contact a NMCM directly or may be referred by a service provider. Initial eligibility determination, eligibility enrollments, and recertifications are conducted by a central enrollment entity to provide a fluid and cohesive enrollment plan for PLWH.

Sub-recipients that provide services to eligible and enrolled PLWH, but do not have the ability to directly enroll PLWH, should refer PLWH to the enrollment care site of their choosing. **Non-enrolling agencies are responsible for ensuring active eligibility at the time of service and including documentation in PLWH files.**

- a. Sub-recipients that complete initial application and recertifications for eligible PLWH based on the following eligibility criteria; 1) maintaining legal Indiana residency; 2) proof of HIV status; 3) verifying Medicaid status; 4) confirming Federal Income Levels are at or under the percent identified by THE DEPARTMENT (currently 300%); and 4) acknowledgement of payer of last resort checklist.
- b. All eligibility guidance and determination should be referenced with the HIV Services Program Policy and Procedures. (HSP Procedure #18-01)

XVI. Unallowable Uses of Funds

Funds cannot be used to support the following services:

- a. HIV prevention/risk reduction for HIV-negative or priority populations
- b. Syringe exchange programs.
- c. HIV counseling and testing that may be a duplication of prevention efforts.
- d. Property taxes

- e. Employment, vocational rehabilitation, or employment-readiness services.
- f. Social, recreational, or entertainment activities. Federal funds cannot be used to support social, recreational or entertainment activities. Ryan White Part B Program funds cannot be used to support amusement, diversion, social activities, or any costs related to such activities, such as tickets to shows, movies or sports events, meals, lodging, transportation, and gratuities. Movie tickets or other tickets cannot be used as incentives. Funds should NOT be used for off-premise social/recreational activities or to pay for a PLWH's gym membership. Ryan White Part B Program funds cannot support parties, picnics, structured socialization, athletics, etc.
- g. Non-PLWH-specific or non-service-specific advocacy activities.
- h. Services for incarcerated persons, except on a transitional basis, per HRSA policy Notice 18-02.
- i. Costs associated with operating clinical trials.
- j. Funeral, burial, cremation, or related expenses.
- k. Direct maintenance expense (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees. This restriction does not apply to vehicles operated by organizations for program purposes.
- l. Paying local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied).
- m. Criminal defense or class action suits unrelated to access to services eligible for funding under the Ryan White Part B Program.
- n. Direct payments of cash to recipients of services. Where direct provision of the service is not possible or effective, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Sub-recipients are advised to administer voucher programs in a manner which assures that vouchers cannot be used for anything other than the allowable service and that systems are in place to account for disbursed vouchers.
- o. Inpatient services.
- p. Clothing.
- q. Installation of permanent systems for filtration of all water entering a private residence that does not align with PCN 16-02, which states that water filtration/purification systems in communities where issues of water safety exist can be paid for under food bank/home delivered meals.
- r. Professional licensure or to meet program licensure requirements.

- s. Broad-scope awareness activities about HIV services which target the general public.
- t. Fund raising. Federal funds cannot be used for organized fund raising, including financial campaigns, solicitation of gifts and bequests, expenses related to raising capital or contributions, or the costs of meetings or other events related to fund raising or other organizational activities, such as the costs of displays, demonstrations, and exhibits, the cost of meeting rooms, and other special facilities used in conjunction with shows or other special events, and costs of promotional items and memorabilia, including gifts and souvenirs. These costs are unallowable regardless of the purpose for which the funds, gifts or contributions will be used.
- u. Transportation for any purpose other than acquiring medical services or acquiring support services that are linked to medical outcomes associated with HIV clinical status. Transportation for personal errands, such as grocery shopping, other shopping, banking, social/recreational events, restaurants, or family gatherings is not allowed.
- v. Pediatric developmental assessment and early intervention services, defined as the provision of professional early interventions by physicians, developmental psychologists, educators, and others in the psychosocial and intellectual development of infants and children.
- w. Voter registration activities.
- x. Costs associated with incorporation.
- y. Herbal supplements/herbal medicines.
- z. Massage and related services.
- aa. Reiki, Qi Gong, Tai chi and related activities.
- bb. Relaxation audio/video tapes.
- cc. Yoga, yoga instruction, yoga audio/video tapes, yoga/exercise mats.
- dd. Acupuncture services. Acupuncture is allowable under certain circumstances when providing substance abuse treatment. Please see PCN 16-02 Acupuncture therapy may be allowable funded under this service category only when it is included in a documented plan as part of a substance use disorder treatment program funded under the Ryan White Part B Program.
- ee. Buddy/companion services.
- ff. International travel.
- gg. Purchase or improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility.

- hh. Lobbying activities.
- ii. household appliances, pet foods or other non-essential products.
- jj. materials designed to promote intravenous drug use or sexual activity.
- kk. Purchase of vehicle without approval.
- ll. Pre-exposure prophylaxis.
- mm. Housing Services cannot be in the form of direct cash payments to PLWH and cannot be used for mortgage payments.
- nn. inpatient detoxification in a hospital setting, unless the detoxification facility has a separate license.
- oo. Cash Payments
 - RWHAP funds may not be used to make cash payments to intended PLWH of RWHAP-funded services. This prohibition includes cash incentives and cash intended as payment for RWHAP core medical and support services. Where direct provision of the service is not possible or effective, store gift cards* vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used.
 - RWHAP recipients are advised to administer voucher and store gift card programs in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards (Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are allowable as incentives for eligible program participants).

Attachment B-1: Budget			
Name of Organization:	Clark County Health Department		
Program Description:	Ryan White Services 2021		
Budget Period:	09/30/2021 - 09/29/2022		
Project Code(s):	40093917RWREB22/40093917RWREB23		
Federal Grant Number:	X07HA00033-31-00		
CFDA Number:	93.917		
Total Contract amount	\$233,750.00		
40093917RWREB21			
09/30/2020 - 03/31/2021			
	Activity Codes:	Original	Total
	RWRSR00	\$ 137,500.00	\$ 137,500.00
		\$ -	\$ -
		\$ -	\$ -
	TOTAL	\$ 137,500.00	\$ 137,500.00
40093917RWREB22			
04/01/2021 - 09/29/2021			
	Activity Codes:	Original	Total
	RWRSR00	\$ 137,500.00	\$ 137,500.00
		\$ -	\$ -
		\$ -	\$ -
	TOTAL	\$ 137,500.00	\$ 275,000.00
Amendment 1	40093917RWREB22		
	09/30/2021 - 3/31/2022		
	Activity Codes:	Amendment 1	Total
	RWRSR00	\$ 116,875.00	\$ 116,875.00
		\$ -	\$ -
	TOTAL	\$ 116,875.00	\$ 116,875.00
	40093917RWREB23		
	4/1/2022 - 09/29/2022		
	Activity Codes:	Amendment 1	Total
	RWRSR00	\$ 116,875.00	\$ 116,875.00
		\$ -	\$ -
	TOTAL	\$ 116,875.00	\$ 508,750.00
Total PO Amount			\$ 508,750.00