

Contract Declarations & Execution Page

CONTRACT #: 5883HC##A	PROJECT TITLE: HIV Client Services Program
CONTRACTOR LEGAL NAME AND ADDRESS: Insert Contractor's legal name and address	PROJECT PERIOD: April 1, 2021-March 31, 2027
STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: insert contractor's 11 digit vendor #	CONTRACT PERIOD: April 1, 2023-March 31, 2024
IOWA CODE CHAPTER 8F DESIGNATION: This contract is covered by Iowa Code chapter 8F This contract is NOT covered by Iowa Code chapter 8F At the time of execution, this contract is NOT covered by Iowa Code chapter 8F, if the Contractor executes additional contracts with the Department, the aggregate of which exceed \$ 500,000, the contract will be covered.	TOTAL CONTRACT AMOUNT: \$0
	FUNDING SOURCE: FEDERAL: \$0 STATE: \$0 OTHER:\$0 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other:\$0
	Federal Subrecipient Addendum Needed? YES/NO
<p>The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.</p> <p>The Contractor has reviewed and agrees to the Iowa Department of Public Health General Conditions Effective July 1, 2019, as posted on the Department's website under Funding Opportunities or as available by contacting Megan Guthrie (515) 322-8595. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.</p>	
<p>The parties hereto have executed this contract on the day and year last specified below.</p>	
For and on behalf of the Department: By: _____ Insert Division Director Name and Title	For and on behalf of the Contractor: By: _____ Insert Date (required if not a digital signature): _____

Special Conditions for Contract # 5883HC##A

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

State Agency Transition Period

Effective July 1, 2022, through July 1, 2023, the Iowa Department of Public Health (IDPH) and the Iowa Department of Human Services (DHS) shall be in a transition period as the agencies develop and implement transition plans to merge the agencies and become a new state agency, the Iowa Department of Health and Human Services (Iowa HHS). For purposes of this Agreement throughout the transition period, "Agency" or "Department" means either IDPH or DHS or Iowa HHS. Throughout the transition period, IDPH and Iowa HHS shall have and may exercise all legal powers and duties of IDPH, including executing all contractual rights and obligations.

Effective July 1, 2023, the Iowa Department of Public Health (IDPH) and the Iowa Department of Human Services shall merge and become the Iowa Department of Health and Human Services (Iowa HHS). For purposes of this Agreement on and after July 1, 2023, "Agency" or "Department" means Iowa HHS. On and after July 1, 2023, Iowa HHS shall have and may exercise all legal powers and duties of the former IDPH, including executing all contractual rights and obligations.

Article II - Designation of Authorized State Official:

[Insert Name](#), Director, Division of [insert division](#) is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to [Holly Hanson, Ryan White Part B Program Manager \(515\) 242-5316; Holly.Hanson@idph.iowa.gov.](#)

Article III - Designation of Contract Administrator:

[Insert Name](#) has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to: [insert name](#); telephone (); [email address](#).

IowaGrants.gov. The Department utilizes an electronic grant management system (IowaGrants.gov) for all contract activities. It is the Contractor's sole responsibility to ensure

appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission.

The Contract Administrator designates [insert name](#) as the Grantee Contact in IowaGrants (www.iowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Department Personnel

Name	Title	Email Address
Randy Mayer	Bureau Chief	Randall.Mayer@idph.iowa.gov
Holly Hanson	Ryan White Part B Program Manager	Holly.Hanson@idph.iowa.gov
Megan Guthrie	Client Services Coordinator	Megan. Guthrie@idph.iowa.gov
Casey Ward	Client Services Coordinator	Casey.Ward@idph.iowa.gov
Robin Misel	Contracts Planner	Robin.Misel@idph.iowa.gov
Brandon McDonald	Budgets and Fiscal Planner	Brandon.McDonald@idph.iowa.gov

Key Contractor Personnel [Essential personnel for delivery of services as determined by IDPH program](#)

Name	Title	Email Address
	Project Director or Coordinator	

	Add more as applicable	
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The Contractor shall notify the Department in writing within ten (10) working days of any change of Key Personnel identified in this section.

Article V - Statement of Contract Purpose:

Iowa's Ryan White Part B Program (RWPB) meets the health care needs of people living with HIV (PLWH) by providing a comprehensive continuum of high-quality HIV core medical and support services, including a client-centered tiered system of case management that links Iowans to care and helps them to stay in care. It is critical that Iowa's RWPB program serve PLWH from all ninety-nine counties in the state. Successful applicants will form a comprehensive network of service providers to ensure that PLWH have access to the services needed to achieve optimal health outcomes and to reduce transmission of HIV.

Article VI - Description of Work and Services:

In compliance with the Department-approved work plan within IowaGrants, the Contractor shall:

Provide Core Medical and Support Services as described in the RFP #58821018 and RFP #58822007

- Inform low-income individuals with HIV of the availability of services and how to access them.
- Meet the specific service needs of your population utilizing Ryan White core medical and support services as defined in the links Section 7 of RFP #58821018 and RFP #58822007.
- Ensure timely and coordinated access to core medical and support services that will address the diverse service needs of your population (mental health, substance use treatment, transportation, housing, etc.) through both agency staff and collaboration with key partnerships.
- Provide the most appropriate level of client-centered case management for each client utilizing the four tiers of case management as well as other approaches such as community-based case management, where appropriate.
- Engage, retain, and re-engage People Living with HIV (PLWH) in primary medical care and assist with the department's efforts to link and engage PLWH in care through the Data to Services Program

- Identify barriers to medication adherence and what strategies will be used to assist clients in overcoming these barriers.
- Hire, train, and retain qualified staff to deliver the proposed case management, core medical, and support services who possess specific skills such as active listening and motivational interviewing. Ensure staff have required credentials, licenses, and/or language proficiencies, as well as the cultural competencies needed to work with priority populations, including those whose first language is not English.
- Monitor and comply with relevant service standards of care, and improve the quality of services that you have chosen to provide.
- Maintain partnerships between your agency and other key partners in providing services for PLWH that include HIV medical partners, testing facilities, and Housing Opportunities for People with AIDS (HOPWA).
- Collect and report client-level data, consistent with HRSA requirements as described in section 2.05 of RFP #58821018 and RFP #58822007.
- Seek technical assistance, as needed, from the national CAREWare help desk operated by jProg, or from the Department's CAREWare vendors (AJ Boggs and jProg) on the use of CAREWare or related software issues (see Article XI for data-sharing terms for contractor technical assistance activities).
- Utilize REMI (Ryan White Electronic Management Information) System for all client files.

Benefit Coordination, if applicable

- Hire, train, and retain qualified staff who possess specific skills in benefit coordination.
- Ensure all PLWH in Iowa have access to benefit coordination through Field Benefits Specialist staff and coordinate with case managers at your agency and other agencies.

Infrastructure Development

- Maintain an HIV quality management program.
- Routinely identify agency needs in regards to quality management and quality improvement.
- Conduct HIV program data and performance management activities.
- Routinely identify needs regarding data and performance management.

Early Intervention Services (EIS):

Contractors awarded EIS funding must meet the additional expectations listed below:

- Quality Assurance Requirements

- a) Ensure the use of standard HIV/HCV testing forms provided by the Department (e.g., Minor's Consent form, Risk Assessment form).
- b) Maintain accurate and confidential client records and data systems. Compliance with all applicable regulations of Iowa Codes 139A and 141A is required.
- c) Participate in data collection, evaluation, and training activities sponsored by the Department. The Department reserves the right to alter the nature and quantity of its reporting, meeting, and training requirements.
- d) Ensure all clinical staff performing HIV and hepatitis testing attend the Department's Fundamentals of HIV Prevention Counseling training.
- e) Submit monthly quality assurance reports.

Databases:

- The Contractor shall use CAREWare, which is networked to all Ryan White Part B Program Contractors and overseen by the Department. The Department
 - a) Assures the protection and confidentiality of all data obtained through CAREWare in compliance with IDPH security policies and applicable statutes.
 - b) Ensures that new users complete the New CAREWare User Form to access CAREWare (Appendix A).
 - c) Ensures that users are notified about database upgrades, temporary outages, or system errors.
 - d) Provides limited technical assistance related to software installation, user training, reporting functionality, and troubleshooting, including resetting locked user accounts.
 - e) Assumes the costs associated with maintaining the CAREWare database (including server fees, upgrades, and HHS personnel costs associated with the database administrators).
 - f) Provides a complete PHA client dataset back to the contractor should this agreement be terminated by either party.
 - g) Assists with data reporting to HRSA, as needed.
- The Contractor shall use REMI (Ryan White Electronic Management Information) System for all electronic files.

Quality Management Activities:

- The Contractor shall participate in statewide quality improvement and performance efforts, such as attending statewide meetings, running routine or special data reports as needed for performance measures and data-reporting purposes, and performing data quality improvement activities, as needed, or requested.

Confidentiality:

- The Contractor shall not access or use or permit others to access or use the records and data contained within CAREWare and REMI in any way except for the purposes outlined in this agreement or for the Contractor's own internal data collection and reporting needs.
- The Contractor shall assure the protection and confidentiality of all data obtained through CAREWare and REMI in compliance with the Department's privacy and security policies and applicable statutes.
- The Contractor shall ensure that each of the Contractor's staff members who have access to CAREWare and REMI have received confidentiality training and has signed a confidentiality statement prior to accessing CAREWare and REMI. The Contractor shall ensure that new users apply for a CAREWare and REMI login from the Department's Ryan White Part B Program.
- The Contractor shall ensure that users comply with the IDPH Nondisclosure Agreement attached hereto as Appendix A.
- To the extent that the services carried out under the Agreement involve the use, disclosure, access to, or acquisition or maintenance of information that actually or reasonably could identify an individual, the Contractor shall
 - a) Maintain the confidentiality of such information as required by applicable local, state, and federal laws, rules, regulations, and policies;
 - b) Contact the Department within 24 hours of a privacy or security incident that actually or potentially could be a breach of such information; and
 - c) Cooperate with the Department in its investigation and potential reporting of such incident. To the extent that a breach of information is caused by the Contractor or one of its subcontractors or agents, the Contractor agrees to pay the cost of notification, and financial costs and/or penalties incurred by the Department as a result of such breach.
- Data sharing may be suspended during an investigation of any reportable incident, at the discretion of the Department. In the event of a breach, data sharing may be suspended until satisfactory assurances have been made that further breaches will not occur. The Department may request the Contractor to take additional steps to mitigate the consequences of a breach. Failure by the Contractor to take such steps may result in the immediate termination of this Contract.

Data Requests:

- The Contractor shall make technical assistance and data requests as far in advance and routinely as possible to allow the Department time to process them.

Permission to Access Records:

- The Department's vendors (AJ Boggs and jProg) who provide secure hosting, maintenance and support services for CAREWare and REMI may have access to client-level data kept in CAREWare and REMI.

Article VII – Performance Measure:

Measure: The successful applicant will utilize agency-specific data to identify a population experiencing health disparities. The applicant will develop goals, objectives, and activities to address the identified disparities and document these in the work plan. Progress will be monitored via quarterly narrative progress reports due on 8/4/2023, 11/3/2023, 2/2/2024 and 5/3/2024.

Incentive: An incentive of \$500 will be applied for all contractors who demonstrate the above measure has been completed, reviewed and approved by the Department quarterly.

Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

[Include report requirements such as data submission/uploads or performance measure](#)

Report Title	Description of information to be collected	Form Frequency/Type	Date Due
Subcontracts- draft, unsigned		Type: Subcontract Documents	Submit for Department approval Prior to obtaining signatures
FFATA Report (the FFATA report must be included and scheduled if FFATA reporting is required by the federal grant.		Type: FFATA Report	Contractor Submits within 15-30 days of the start date of the contract.

Department staff must input the information submitted to us on this form into the federal reporting system by the end of the month following the month of the award date. Example: if the award is made October 15 the filing must be made by November 30)			
Quarterly Narrative Progress Reports		Quarterly	Q1 due 8/4/2023 Q2 due 11/3/2023 Q3 due 2/2/2024 Q4 due 5/3/2024
Ryan White Services Report	Submitted on the HRSA Website	Annually	3/28/2024

Article IX - Budget:

Iowa HHS funding for this contract includes federal, state, and other funding. Federal and other funding budgets are April 1, 2023 – March 31, 2024. The first State budget period is April 1, 2023 – June 30, 2023. No state funds will be carried over from one budget period to another.

The second state budget period is July 1, 2023 – March 31, 2024. Funding is available based on the approved budget by the Legislature. An anticipated amendment will occur after June 30, 2023, for the July 1, 2023 – March 31, 2024, approved amount.

Total approved for April 1, 2023 through March 31, 2024 is as follows:

A. Case Management

	Medical Case Management	
	Non Medical Case Management	
	Brief Contact Management	
	Maintenance Outreach Support Services	
	Case Management Supplies	

B. Core Medical Services

	Early Intervention Services (EIS)	
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	Health Insurance Premium and Cost Sharing Assistance (HIPCSA)	
	Home and Community-Based Health Services	
	Home Health Care	
	Medical Nutrition Therapy	
	Mental Health Services	
	Oral Health Care	
	Outpatient/Ambulatory Health Services (OAHS)	
	Substance Abuse Outpatient Care	

C. Support Services

	Child Care Services	
	Emergency Financial Assistance	
	Food Bank/Home Delivered Meals	
	Health Education/Risk Reduction	
	Housing	
	Linguistic Services	
	Medical Transportation	
	Other Professional Services	
	Outreach Services	
	Psychosocial Support Services	
	Referral for Health Care and Support Services	
	Substance Abuse Services (residential)	

D. Infrastructure Development

	Quality Management activities	
	Data Management activities	
	Planning and Coordination	
	Capacity Building	
	Supplies	

E. Benefit Coordination

	Benefit Coordination	
	Benefit Coordination Supplies	
Administration		
Total		

1. This contract contains a potential incentive amount to be paid to the Contractor as described in the Performance Measure section of this contract. The following conditions shall apply to an incentive compensation:
 - a. The award amount listed within the IowaGrants grant site (budget form and award amount) may be higher than the total amount listed in the contract budget and the total amount listed on the face page of this contract.
 - b. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
 - c. If the performance measure is achieved, the incentive funds received by the contractor shall support program related activities.
2. Expenditure variance against direct cost budget line amounts are allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual total. The Contractor shall submit a written justification and request for a contract amendment to the Department prior to the obligation of an expense which will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.
3. The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:

The Contractor shall complete and submit a claim for services rendered in accordance with this Contract. The claim shall be submitted monthly in the grant site located in IowaGrants within 45 days of the month of expenditures.

The Department shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Department may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claims Submission:

Notwithstanding the time frames above, and absent:

- a. longer timeframes established in federal law or
- b. the express written consent of the Department

the Contractor shall submit all claims to the Department by August 10 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

3. The Department shall pay all approved invoices/claims in arrears. The Department may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The Department will **not** reimburse the Contractor travel amounts in excess of limits established by [Iowa Department of Administrative Services](#), or for expenses at an in-state event if the lodging provider is not certified by the Iowa Department of Public Safety's Human Trafficking Prevention Training.
 - a. Current instate and out of state travel rate reimbursements can be found posted on the Department's [IDPH General Conditions for Service Contracts website](#).
 - b. Before traveling in the state or prior to procuring space for a conference or meeting at a site where lodging is available under this contract, the Contractor must ensure that the selected lodging provider is certified by checking the following website: <https://stophtiowa.org/certified-locations>. This applies to all in-state lodging, conferences, meetings, or any other state funded event. Use of lodging providers who are not certified will not be reimbursed. Certification of a lodging provider will be verified by the Department before reimbursing this expenditure in a claim.
6. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.

Article XI – Additional Conditions

1. As a condition of the contract, the Contractor shall assure linkage with the local board of health in each county where services are provided. The Contractor will assure that the local board of health has been actively engaged in planning for, and evaluation of services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. The Contractor shall ensure all IowaGrant Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the IDPH Program Contract Manager. If an update is approved by the Department, an amendment to the contract may be required.
3. All work plan revisions must be approved by the Department prior to implementation. Requests for work plan revisions must be received by the Department through the correspondence component within the Grant Tracking site on or before [February 24, 2023](#).
4. [Certain types of expenses cannot be supported with the funds in this RFA. In no case may Ryan White funds be used to pay for:](#)
 - Clinical trials;
 - Clothing;
 - Employment services;
 - Funerals;
 - Household appliances;
 - Needle exchanges, including the purchase of syringes or other drug paraphernalia;
 - Pet food or products
 - Local or state taxes
 - International travel
 - [Direct maintenance expenses \(tires, insurance, repairs, etc.\) or any other costs associated with a privately owned vehicle; or](#)
 - [Installation of permanent systems of filtration of all water entering a private residence.](#)

[In no case may Ryan White funds be used to make direct payments to a client, whether in the form of cash, checks, or prepaid cash cards \(e.g., Visa gift cards\). If direct provision of a service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service or commodity, must be used to meet the clients' needs.](#)

5. Data-Sharing Terms for Client Linkage and Re-engagement:

The Department may share limited HIV information with the Contractor as necessary to complete linkage and re-engagement activities. Data shall be limited to the minimum necessary to achieve the purpose of client linkage or re-engagement, and shall be shared with the minimum number of individuals necessary within the Contractor's organization. Additionally, as needed, the Contractor may share client details regarding patients' medical statuses. This data sharing is allowable according to the legal authorities outlined below.

- a. Legal Authority: HIV surveillance data are strictly confidential under Iowa law (Iowa Code Section 141A.9(1)). The information shall not be released, share with an agency or institution, or made public upon subpoena, search warrant, discovery proceedings, or by any other means except as provided in Iowa Code Section 141A.9. Medical information secured pursuant to Iowa Code 141A may be shared with agents of the department that have a need for the information in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, only as necessary to administer the program for which the information is collected or to administer a program within the other agency (Iowa Code Section 141A.9(8)). Confidential information transferred to other persons or entities under this subsection shall continue to maintain its confidential status and shall not be rereleased by the receiving person or entity (Iowa Code Section 141A.9(8)).
- b. Aggregate Data Publication: Any publication or release of aggregate data shall comply with Iowa HHS confidentiality guidelines, including HHS Disclosure of Confidential Public Health Information, Records, or Data Policy and Iowa Code Section 141A, Use of Data. The Contractor shall not disclose, release, sell, loan, or otherwise grant access to any confidential information transferred through this Contract either during the period of this Contract or hereafter. Additionally, the Contractor shall not copy, remove, or transfer the data provided through this Contract for any reason and shall only access the confidential information throughout the term of this Contract.
- c. Additional Terms for Data Transferred to Contractor Pursuant to Data Sharing Agreement 588DSA2021-42 between Iowa Department of Public Health and Iowa Department of Human Services.
 - i. The Contractor may, as an agent of the Department, receive access to data and information within the CAREWare data system about individuals eligible for and/or receiving Medicaid services to complete the work and services of this Contract. Data provided to the Contractor shall be used solely in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, as necessary to administer the program for which this information is collected. Data in CAREWare that originate from the Iowa Department of Human Services

may be used to confirm the receipt of HIV, STD, and hepatitis related services, provide linkage to or re-engagement in care, or ensure coordination of state safety-net services for people at risk for or diagnosed with HIV, STD, or hepatitis. Data provided through the Contract shall only be used to complete the work and services of this Contract and shall not be redisclosed by the Contractor without express written permission from the Department.

- i. With respect to any data received through this Contract that originate with the Iowa Department of Human Services, the Contractor shall comply with all terms within the Omnibus Data Use Agreement between the Iowa Department of Human Services and the Iowa Department of Public Health (Agreement number 588DSA2021-42). These terms include, but are not limited to the following:
 - 1. The Contractor shall ensure that only the minimum number of members of its workforce with a legitimate business need for the data provided through this contract receive access to those data.
 - 2. The Contractor shall use appropriate safeguards to prevent use or disclosure of the data provided through the Contract for purposes beyond completing the work and services of this contract.
 - 3. The Contractor shall immediately report to the Department any use or disclosure of the data provided through this Contract not allowed for by this Contract of which the Contractor becomes aware.
 - 4. The Contractor must receive approval from the Department for all proposed contracts or subcontracts that seek to authorize or allow access to the data provided through this Contract. In the event the Department approves a contract or subcontract, the Contractor agrees to include the Additional Data Terms of the Contract and terms of the Omnibus Data Use Agreement between the Iowa Department of Human Services and the Iowa Department of Public Health (Agreement number 588DSA2021-42) within any contracts or subcontracts that allows the sharing of the above mentioned data.
- d. Additional Terms for Immunization Data Access
 - i. Purpose: The Contractor may receive access to Iowa Immunization Registry Information System (IRIS) data, including the variables of vaccine administration date, vaccine name, CVX code, and manufacturer name, for the purpose of determining missing vaccinations for people living with

HIV/AIDS and assisting individuals with getting vaccinations or referrals to a vaccine provider. The Department will allow this access following the Contractor's completion of a signed IRIS User Agreement. With regard to the use and disclosure of IRIS information, the Contractor shall follow all terms provided within the Iowa Department of Public Health Immunization Registry Information System (IRIS) Security and Confidentiality Policy with an effective date of October 2021.

- ii. **Legal Authority:** Iowa Department of Public Health Immunization Registry Information System (IRIS) data are confidential (641 IAC 7.11(4)). The Department may share IRIS information with an agency that completes and agreement with HHS which specifies conditions for access to registry data and how that data will be used, with an entity bound by a state agency to the extent that information is necessary to perform a legally authorized function of that agency or the Department, and to enrolled users of the registry who have completed an enrollment form that specifies the conditions under which the registry can be accessed and who have been issued an organization code and user name by the Department (641 IAC 7.11(4)(a)(2,4, and 5)). The Contractor shall not use information obtained from the registry to market services to patients or non-patients, to assist in bill collections services, or to locate or identify patients or non-patients for any purposes other than those expressly provided in this Agreement (641 IAC 7.11(4)(a)(4)).
6. **Data Sharing Terms for HelpDesk Support:** The Department contracts with Jeff Murray's Program Shop, Inc. dba jProg (contract number 5881HC06) for assistance with ensuring CAREWare is customized to meet the needs of the Department. As part of this work, jProg provides technical assistance for pharmacy and lab import tools and assists contractors with the integration of electronic health records in CAREWare. As an agent of the Department, jProg is authorized to receive limited access to confidential data only as needed to perform the duties of their contract. Therefore, the Contractor may release limited information from CAREWare to jProg as necessary to complete the work and services described within this contract.
- a. **Legal Authority:** HIV surveillance data are strictly confidential under Iowa law (Iowa Code Section 141A.9(1)). The information shall not be released, shared with an agency or institution, or made public upon subpoena, search warrant, discovery proceedings, or by any other means except as provided in Iowa Code Section 141A.9. Medical information secured pursuant to Iowa Code 141A may be shared with agents of the department that have a need for the information in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, only as necessary to administer the program for which the information is collected or to administer

a program within the other agency (Iowa Code Section 141A.9(8)). Confidential information transferred to other persons or entities under this subsection shall continue to maintain its confidential status and shall not be rereleased by the receiving person or entity (Iowa Code Section 141A.9(8)).

7. Guidance on Program Income:

- a. Collection of program income shall require prior approval from HHS. See HRSA Ryan White HIV/AIDS Policy Clarification Notice PCN #15-03 (https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf) and Frequently Asked Questions to Policy Clarification Notices 15-03 and 15-04 (<https://hab.hrsa.gov/sites/default/files/hab/Global/faq15031504.pfd>), for guidance on program income.
- b. Clients that are for ADAP shall be enrolled in the state ADAP unless there are extenuating circumstances that cause a hardship for the client.
- c. Program income, including 340B Drug Pricing Program savings generated as a 340B covered entity pursuant to receipt of Iowa's federal Ryan White Part B funds, is considered to be program income of the Contractor and not of HHS.
- d. All program income shall be reported monthly to IDPH. This will minimally include a general ledger report showing all program income earned and all related expenditures of the program income on a monthly basis. If needed, IDPH may require additional financial reporting and backup documents to be provided to IDPH to ensure compliance with Ryan White Program requirements.
- e. Program income earned from April 1, 2023, to March 31, 2024, must be fully expended by the end of that cooperative agreement budget period and cannot be carried forward into the next budget period.
- f. Program income generated under this Ryan White Part B Program by the Contractor must be reinvested in Ryan White Part B services and coordination of care services related to Ryan White Part B only. This may include staff salaries, employee related expenses, medication costs, operating expenses, and administrative costs.
- g. Utilization of program income is limited to expenses determined to be allowable by IDPH. Program income records for Ryan White Part B and ADAP services shall be made available to IDPH for assurance that such revenues are used to support related services. The Contractor shall have policies and procedures for handling Ryan White Part B revenue, including all program income.

8. **Aggregate Data Publication.** The Contractor agrees to provide a copy of all proposed publications to the Department at least thirty (30) days in advance of the

proposed dissemination date. The publication shall not be published in any format without the prior written consent of Department. Any publication of aggregate data shall comply with Department confidentiality guidelines, including *IDPH [Disclosure of Confidential Public Health Information, Records or Data Policy](#)*.

9. **Destruction of Data.** The Contractor shall destroy all confidential data under the ownership of the Department and any files created by linking these data files at the end of the contract period, unless need for further retention is approved in writing by the Department. The destruction shall be by means which render the data or linked data files unidentifiable and useless. The Contractor shall provide written notification to the Department of the destruction of the confidential data.

Appendix A:



RYAN WHITE DATA SYSTEMS - NEW USER FORM – EXTERNAL USER

Please complete this form and return it to the Ryan White Quality Coordinator.

First Name: Click or tap here to enter text.

Last Name: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Job Title: Click or tap here to enter text.

Organization: Click or tap here to enter text.

Indicate the systems for which the user needs a login (check all that apply):

☐ CAREWare

☐ Ryan White Electronic Management Information (REMI) System

NON-DISCLOSURE AGREEMENT

I understand that information maintained and managed by the Iowa Department of Public Health (IDPH) includes information that is confidential in nature and protected by the Code of Iowa and the Iowa Administrative Code.

I understand that information, including identifying and demographic data, is confidential and shall not be disclosed, except as authorized by state or federal law. I agree that I will use and disclose confidential information, records, and data only in connection with and for the purpose of performing my assigned duties with the Department and in accordance with my agency's contract and the IDPH General Conditions. I agree not to discuss, release, or otherwise disclose or disseminate any confidential information, records, and data except as expressly authorized by law.

I understand that it is my responsibility as a user of an Iowa Department of Public Health computer systems to use reasonable measures to protect the information contained in the systems.

I understand that all passwords are confidential and that no password or security token is to be shared.

I acknowledge that if I violate this Agreement or the laws cited above, I may be subject to disciplinary action, possible civil penalties, and criminal prosecution. My signature below attests that I have read and understand this Agreement and agree to comply with the above terms.

New User Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Please email this form to the Ryan White Quality Coordinator:

Katie Herting
katie.herting@idph.iowa.gov

September 2020

