

Program Element #07: HIV Prevention Services

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, for the following services and appropriate costs associated with the delivery of these services, which are to be delivered in a manner satisfactory to OHA:
 - a. Confidential HIV CTRS, including rapid HIV testing;
 - b. Comprehensive Prevention with Positives services (see Section 2. “Definitions Specific to HIV Services” of this Program Element). At a minimum, LPHAs must support linkage to Partner Services and HIV care and treatment for people living with HIV (PLWH). However, funds may be used to support any service that is listed in the definition of Comprehensive Prevention with Positives and approved by OHA during the program planning process;
 - c. Other HIV prevention services with evidence of effectiveness to identified priority populations in LPHA’s service area; and

Priority populations for service focus in Oregon are identified in the current HIV Prevention Comprehensive Plan. Funds awarded under this Agreement may only be expended on services included in the LPHA’s HIV Prevention Program Plan and Report Workbook that has been approved by the OHA HIV Prevention Program, with a focused emphasis on services for the priority populations identified in the Plan.

2. **Definitions Specific to HIV Prevention Services.**

- a. **CDC** means: Federal Centers for Disease Control and Prevention.
- b. **Client Focused Counseling** means: A counseling technique used in HIV Counseling, Testing, and Referral Services that usually consists of (i) a personalized risk assessment counseling session that encourages the individual to identify, understand, and acknowledge the behaviors and circumstances that put the individual at risk for HIV, explores previous attempts to reduce risk, identifies successes and challenges in these efforts and culminates, in most cases, in a commitment from the individual to adopt at least one risk reduction behavior, and (ii) a second counseling session in which the counselor discusses the HIV test results, explores how the individual may have implemented the risk reduction behavior the individual committed to in the first session, identifies with the individual additional risk reduction behaviors he/she may also adopt, and makes any appropriate referrals. When using HIV rapid testing technology, there may be only one condensed client-focused counseling session.
- c. **Clinical Laboratory Improvement Amendments (CLIA)** means: Federal legislation that governs the licensing of laboratories. A CLIA certificate of waiver allows laboratories to perform simple laboratory tests

- d. **Community Review Panel (a/k/a Program Review Panel)** means: A panel comprised of community members and established in accordance with CDC guidelines which are available for review at <http://www.cdc.gov/od/pgo/forms/hiv.htm>, which reviews and approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services. Review panels may be convened by OHA or the LPHA.
- e. **Comprehensive Prevention with Positives** means: Comprehensive Prevention with Positives are services for PLWH that help prevent onward transmission to others. These services include linkage, retention or re-engagement in care and treatment, prevention services, or other medical and social services; risk screening; interventions focusing on treatment adherence, risk reduction, or disclosure; interventions for HIV-discordant couples; referrals to screening for STDs, hepatitis or TB, ongoing HIV Partner Services (not limited to newly diagnosed persons), and efforts to ensure HIV-positive pregnant women receive the necessary interventions to prevent mother-to-child transmission.
- f. **Culturally Appropriate** means: Characteristic of services provided to clients with diverse values, ethnicities, sexual orientations, gender identities, beliefs and behaviors that include, as necessary, the tailoring of delivery methods to meet client's social, cultural and linguistic needs.
- g. **HIV Counseling, Testing, and Referral Services (CTRS)** means: An HIV prevention service, which includes client focused counseling, obtaining a blood or oral fluid specimen on which to conduct an HIV test, and referral and linkage to other appropriate services.
- h. **HIV Prevention Program Plan and Report Workbook** means: The workbook that describes HIV Counseling, Testing and Referral Services, Comprehensive Prevention with Positives Services, and other HIV prevention services that LPHA intends to deliver with funds provided under this Agreement for this Program Element. Each HIV Prevention Program Plan and Report Workbook includes a specific engagement plan for communities of color and also includes anti-stigma approaches and activities for priority populations which are in alignment with the National HIV/AIDS Strategy.
- i. **HIV Partner Services** means: A set of free services provided by LPHA to 1) inform HIV-positive persons of their diagnosis and link them to care and treatment services; 2) identify their sex and needle-sharing partners; and 3) notify partners of their potential exposure and link them to testing and other services in a timely manner.
- j. **Preliminary Positive** means: A result from a Rapid HIV Test that indicates HIV antibodies are in the blood of the person tested. A preliminary positive test result must be followed up with a serum or oral fluid HIV test to determine if the individual is actually infected with HIV. If rapid tests are used for both preliminary and confirmatory testing, LPHA must confirm that the test kits must be produced by different manufacturers.

- k. **Rapid HIV Test** means: An FDA-approved HIV test that yields negative or preliminary positive test results within a short time period (less than 30 minutes) after processing specimen.
- l. **Sub-contractor** means: A provider offering services pursuant to a subcontract of the LPHA for the purposes of providing HIV Prevention services to a targeted population.

3. **Procedural and Operational Requirements.**

- a. **Staffing Requirements and Staff Qualifications for HIV CTRS.** All individuals providing HIV CTRS supported in whole or part with funds provided under this Agreement must have received baseline training in the essentials of HIV prevention which includes client focused counseling techniques, motivational interviewing skills, HIV transmission basics, risk reduction messages, provision for making effective referrals and linking people to care, and a general orientation to the priority populations in Oregon. If staff is providing Rapid HIV Tests, appropriate training in methods and in rapid HIV CTRS according to CDC HIV CTRS guidelines, in addition to the product-specific guidelines identified by the company(ies) that manufacture the HIV Rapid Tests must be ensured. Staff that conduct rapid HIV tests must acquire a training certification from the company(ies) that manufacture the specific rapid HIV tests which are utilized during HIV CTRS sessions. In addition, contractors should plan on participating in CTRS trainings after updates to the curricula have been made by the CDC and as reasonably requested by the OHA HIV Prevention Program. To ensure that the skills acquired during baseline training are employed during CTR services, the OHA HIV Prevention Program reserves the right to shadow contractors during at least one CTR session within a triennial review period. Baseline training (in person or web-based) will be available from the OHA.
- b. **Minimum Service Requirements for HIV CTRS.**
 - i. All HIV CTRS supported in whole or in part with funds provided under this Agreement must be delivered in accordance with LPHA's HIV Prevention Program Plan and Report Workbook and must meet the following minimum requirements:
 - ii. HIV CTRS must be available on a voluntary and confidential basis within the LPHA's service area. If a client requests anonymous HIV testing, staff should explore the client's concerns, explain how client data are used and protected, and provide information about obtaining an anonymous test (e.g., a home test kit).
 - iii. HIV CTRS must be provided in accordance with applicable Oregon and Federal statutory and regulatory requirements, must be easily accessible, available, and culturally appropriate. The identity of an individual receiving HIV CTRS must not be released to anyone without the written consent of the individual, except when otherwise required, or permitted, by Oregon or Federal statute or regulation.
 - iv. HIV CTRS must be available for priority populations, identified in the current Oregon Jurisdictional HIV Prevention Plan available at: healthoregon.org/hivprevention, regardless of an individual's ability to pay. LPHA may impose fees for HIV CTRS but fees may not exceed the reasonable cost of the

service. LPHA may not deny HIV CTRS because of an individual's inability to pay for the services. Revenues generated from HIV CTRS supported in whole or in part with funds provided under this Agreement, and any donations received for HIV CTRS, may only be used for HIV prevention services. LPHA must report all HIV CTRS fee revenue and donations to the LPHA on the "Oregon Health Authority Public Health Division Expenditure and Revenue Report" under Section B of Exhibit C of this Agreement.

- v. All individuals receiving HIV CTRS who are at increased risk for HIV infection (e.g., priority populations) must have information offered to them regarding the meaning of their test results, HIV transmission and prevention, and prevention and testing services for related infections (e.g., hepatitis, sexually transmitted infections, and tuberculosis) as appropriate. This information may be offered via client-focused counseling or via educational materials.
- vi. LPHAs will ensure that at least 95% of positive test results are delivered to clients testing for HIV.
- vii. HIV test results must be provided in a professional and supportive manner. Individuals must be provided adequate opportunity to ask questions regarding HIV test results.
- viii. If LPHA tests an individual for HIV and the test result is positive (either preliminary or confirmatory), LPHA must:
 - (a.) Explain to the individual the meaning of the test results.
 - (b.) Encourage the individual to participate in Partner Services and facilitate entry to this service.
 - (c.) Provide referral for medical evaluation and ensure linkage to care.
 - (d.) Provide the individual with information about and/or referral to other services (e.g., mental health services, support groups and networks for PLWH) as appropriate.
 - (e.) Maintain the strict confidentiality of both the receipt of the HIV test and the HIV test result.
 - (f.) If the result is a Rapid HIV Test preliminary positive, offer the individual a confirmatory HIV test or referral for confirmatory HIV testing. Confirmatory testing may be conducted by a laboratory or by a rapid test from a different manufacturer than the first rapid test which was administered.
- ix. An LPHA utilizing Rapid HIV Tests must be enrolled in CLIA and have a Certificate of Waiver.
- x. An OHA approved HIV Test Request and HIV Counseling, Testing, and Referral Form (Form 44) must be completed for each HIV counseling and testing encounter that is supported in whole or in part with funds provided under this Agreement. The form may be obtained through the Oregon State Public Health Laboratory.

- c. Other HIV Prevention Services and Structural Activities.** All HIV prevention services and structural activities supported in whole or in part with funds provided under this Agreement must be delivered in accordance with LPHA's approved HIV Prevention Program Plan and Report Workbook (this form may be obtained from the state HIV Prevention Program) and must meet the following minimum requirements:
- i.** Program must be evidence-based and targeted to prioritized populations and sub-populations identified in the current Oregon Jurisdictional HIV Prevention Plan available at healthoregon.org/hivprevention.
 - ii.** Strategies endorsed by the CDC, such as Social Network Strategy recruitment into CTRS or other evidence-based interventions may be implemented, subject to approval of the LPHA's Program Plan and Report Workbook by the OHA HIV Prevention Program and after completion of relevant training for staff.
 - iii.** Structural activities, such as network building to meet the needs of a targeted population group, work with related agencies to promote HIV risk reduction, etc., may be implemented, subject to approval of the LPHA's Program Plan and Report Workbook by the OHA HIV Prevention Program.
 - iv.** OHA HIV Prevention-approved evidence-based interventions must be implemented with fidelity to the core elements of the intervention (a core element is a part of the intervention that is crucial to satisfying the intervention's goals and objectives).
- d. All HIV Prevention Services.** All LPHAs providing HIV prevention services supported in whole or in part with funds provided under this Agreement must meet the following requirements:
- i.** Monitoring activities related to capacity building efforts to support the provision of HIV prevention services.
 - ii.** Condoms must be available and distributed to populations engaging in high risk behaviors, consistent with populations targeted by the LPHA in its HIV Prevention Program Model Plan.
 - iii.** If any part of the HIV prevention program of the LPHA is supported by federal HIV prevention funds, all HIV educational materials must be reviewed and approved by a local or statewide Program Review Panel in accordance with CDC guidelines.
 - iv.** The LPHA must make available, to the general public, a minimum of one English and one Spanish educational material (e.g., brochure, video) providing basic information about how HIV is acquired and transmitted, when and where HIV testing is available, and general information about HIV care services. Currently, the "Know the Facts" brochure produced by the OHA HIV Prevention Program meets this standard.
 - v.** Contractors are required to conduct data submissions at least quarterly. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the contractor to establish and implement a corrective action plan.

- vi. Additionally, contractors provide Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the agency's program plan using the appropriate tab of the "OHA HIV Prevention Program Plan and Report Workbook." This report is due within 30 days after the close of each calendar quarter.
 - vii. No financial assistance provided to LPHA for HIV Prevention Services may be used to provide treatment and/or case management services.
- e. **Conflicts.** In the event of a conflict or inconsistency between the provisions of the HIV Prevention Program Plan and Report Workbook and the other provisions of this Program Element Description, the other provisions of this Program Element Description shall take precedence.
- f. **Confidentiality.** In addition to the requirements set forth in Section 6 of Exhibit E, General Terms and Conditions, of this Agreement and above in this Program Element Description, all providers of HIV Prevention Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality requirements:
- i. All materials related to the delivery of HIV Prevention Services that contain names of individuals receiving services or other identifying information 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. Providers of HIV Prevention Services must comply with all applicable county, state and federal confidentiality requirements applicable to the delivery of services. Each provider agency will designate an Overall Responsible Party (ORP) for confidentiality protection procedures.
 - ii. Breaches of confidentiality are serious and require immediate action. Breaches may occur as the result of unauthorized access to paper records, electronic records, including information transmitted electronically via fax, verbal communications, audio or video recordings, electronic displays and electronic-generated reports. Therefore, supervisory or administrative staff of a provider of HIV Prevention Services must evaluate all known alleged breaches by its staff, including volunteers and subcontractor staff, of the confidentiality requirements of this Program Element Description and must document the process of resolution of breaches of confidentiality. Potential breaches of confidentiality are those in which confidential information was accessible to and may have been viewed by unauthorized persons. Known alleged breaches of confidentiality are those in which the sharing of confidential information with unauthorized persons was witnessed or documented. All confirmed breaches of the confidentiality requirements of this Program Element Description must result in appropriate sanctions in accordance with Provider policy and procedure and applicable law. Each provider of HIV Prevention Services must report to the OHA the nature of confirmed breaches by its staff, including volunteers and subcontractors, of the confidentiality requirements of this Program Element Description within 14 days from the date of evaluation by the provider.

- iii. Providers of HIV Prevention Services must establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element Description. Such policy must describe the consequences to the employee, volunteer or subcontractor staff for a verified breach of the confidentiality requirements of this Program Element Description.

4. Certain limitations on use of financial assistance awarded for HIV Prevention Services.

Funds awarded for HIV Prevention Services may only be used to support the following activities during the period for which the funds are awarded:

- a. Programs defined and described in the current Oregon Jurisdictional HIV Prevention Plan available at healthoregon.org/hivprevention.
- b. Networking, collaborating, and building relationships with other agencies working with the targeted populations. This may include attending meetings and giving presentations at said agencies;
- c. Other supporting activities such as advertising and promotion of activities;
- d. Travel costs incurred conducting services;
- e. Incentives for participation in services, as approved by OHA. Prior to the purchasing of incentives, contractors must submit to OHA for approval documentation of cash or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked;
- f. Purchase and/or production of program materials;
- g. Necessary office equipment and/or supplies to conduct activities, excluding furniture unless approved by OHA;
- h. Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with the target populations. This includes monitoring and evaluation trainings;
- i. Paperwork, meetings, and preparation related to conducting programs;
- j. Supervision, data collection and review, participation in planning and networking groups, and/or other related activities directly related to the delivery of HIV prevention services included in the LPHA HIV Prevention Program Plan and Report Workbook, which has been approved by the OHA.

5. Agency responsibility if subcontracting for delivery of services. An LPHA may use a portion of HIV Prevention program funding to subcontract with another community based agency for delivery of services with the following responsibilities:

- a. An LPHA that contracts for services using program funds will ensure the completion of the “OHA HIV Prevention Program Plan and Report Workbook” both for its agency

and the subcontractor agency submitting both in a timely manner as requested by the program.

- b.** LPHAs will ensure that the subcontractor's fiscal and monitoring data is submitted in a timely manner.
- c.** In partnership with the state program, LPHA will identify and participate in capacity building and quality assurance activities applicable to the subcontractor.