

RWP Section: ADMINISTRATIVE-Programmatic
RWP Procedure Number: 1b.9
Effective Date: 3/1/2023 (rev. 9/4/2024)

Client Grievance Policy and Procedures

REQUIRED LANGUAGE FOR CONTRACTS & SITE VISIT MONITORING TOOL

FOR PART A/MAI CONTRACTS:

Article II, Section 2.1 B, Article VI, Section 6.10 D, and Article VII, Sections 7.1 A (8) and C, of the corresponding Professional Services Agreement (contract) with Miami-Dade County for Ryan White Part A/MAI Program Services, as follows (bolded herein for emphasis only) and as may be amended:

Article II, Section 2.1B:

2.1 The SUBRECIPIENT, by and through its agents, assigned representatives and Subcontractors agrees:

- B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as Part A services shall be provided to low-income, program-eligible people with HIV who reside in Miami-Dade County as further defined in Article VII, Section 7.1, Exhibit A, and Exhibit B of this Agreement. In addition to the before-mentioned residency requirement, services designated as MAI services shall only be provided to program-eligible minority people with HIV as further defined in Exhibits A and B of this Agreement. Part A services and expenditures must be tracked separately from MAI services and expenditures.

The goal of MAI-funded activities is to achieve viral load suppression for clients who self-identify as a member of a HRSA-defined racial/ethnic community. MAI-funded subrecipients will provide services under this Agreement to improve HIV-related health outcomes for these minority clients by implementing strategies to reduce existing racial and ethnic disparities.

Furthermore, the Ryan White Part A/MAI Program legislation requires, to the maximum extent practicable, that core medical and support services will be provided without regard to an individual's ability to pay, or to the current or past health condition of the individual to be served. Consequently, HRSA expects that Ryan White Part A/MAI Program recipients and subrecipients utilize a grievance process, articulated in writing, to investigate complaints for denial of services. See Section 6.10 D., below.

Article VI, Section 6.10:

6.10 The SUBRECIPIENT shall:

- D. **Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients, staff, or other care providers. The SUBRECIPIENT's internal grievance procedures must afford their clients or other care providers with immediate access to these**

procedures. These procedures shall be made available to clients or other care providers prior to accessing the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SUBRECIPIENT's internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SUBRECIPIENT to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SUBRECIPIENT; and a reasonable timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SUBRECIPIENT site. Documentation of informal complaints and formal grievances from clients, program staff, or other care providers must be tracked and reported to the COUNTY reported to the COUNTY in the Annual Progress Report, referenced in Article VII, Section 7.1 (C) of this Agreement;

...

Article VII, Section 7.1:

7.1 The SUBRECIPIENT shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services...

A. At a minimum, the following records shall be kept, and uploaded in the Provide® Enterprise Miami data management system under the appropriate placeholder under the View\Scanned Documents link:

(8) In accordance with HRSA Policy Notice No. 16-01 (<https://ryanwhite.hrsa.gov/grants/policy-notice>), Ryan White HIV/AIDS Program recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive Ryan White HIV/AIDS Program services. **Ryan White HIV/AIDS Program recipients and subrecipients may not cite "payer of last resort" language to compel HIV-infected veterans to obtain services from the Veterans Administration health care system or refuse to provide services.** Ryan White HIV/AIDS Program recipients and subrecipients may refer eligible veterans to the Veterans Administration for services, when appropriate and available. However, Ryan White HIV/AIDS recipients and subrecipients may not require eligible veterans to access medical or supportive services in the Veterans Administration health care system nor deny them access to health care and support services funded by the Ryan White HIV/AIDS Program. In addition, this payer of last resort requirement does not apply to clients who are eligible for services covered by Indian Health Services; such clients may choose to access the Ryan White Program first.

C. Based on client-level and service utilization data entered in the Provide® Enterprise Miami data management system, the SUBRECIPIENT shall submit an Annual Progress Report, a qualitative report based on fiscal year billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at a date to be determined by the COUNTY, within sixty (60) calendar days after the end of the contract period, unless an extension is granted by the COUNTY.

Unless otherwise reduced by the COUNTY in writing, this reporting requirement will include a narrative of accomplishments, challenges, and technical assistance needs encountered during the fiscal year; as well as a reporting of progress made in relation to the National CLAS Standards, the Ryan White Program System-wide Standards of Care, the Medical Case Management Standards of Service, and Affordable Care Act enrollment and tax reconciliation, where applicable, as defined in the most current, local Ryan White Program Service Delivery Manual, incorporated herein by reference, as may be amended. **A reporting of informal complaints and/or formal grievances received and responded to by the SUBRECIPIENT may also be included as part of the Annual Progress Report.** As a component of this report, if the data are not readily available in the Provide® Enterprise data management system, the SUBRECIPIENT may also be required to collect and report to the COUNTY, in a format to be provided by the COUNTY, information on specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

The SUBRECIPIENT will also submit annually a signed assurance to accompany the Annual Progress Report, in a format provided by the COUNTY for this reporting requirement. This assurance form shall be initialed and appropriately signed by the SUBRECIPIENT's Board President and its Chief Executive Officer, and properly notarized or stamped with a corporate seal. This assurance will indicate that Ryan White Program grant funds were used in accordance with the Uniform Guidance, HRSA policies, and the most current, local Ryan White Program Service Delivery Manual, incorporated herein by reference, and do not include unallowable costs as detailed in Article VI, Section 6.9, of this Agreement.

The MAI-funded SUBRECIPIENT shall enter all client-level and service utilization data in the Provide® Enterprise Miami data management system for eligible minority people with HIV (minority clients) to assist with the reporting of the Annual Progress Report for MAI-funded services.

The COUNTY will be responsible for preparing a summary report to submit to HRSA, based on the client and service data entered in the Provide® Enterprise Miami data management system. This COUNTY generated report will include information on client demographics, service utilization, and specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

FOR EHE CONTRACTS:

Article II, Section 2.1 B, Article VI, Section 6.10 D, and Article VII, Sections 7.1 A (8) and C, of the corresponding Professional Services Agreement (contract) with Miami-Dade County for Ryan White EHE Program Services, as follows (bolded herein for emphasis only) and as may be amended:

2.1 The SUBRECIPIENT, by and through its agents, assigned representatives and Subcontractors agrees:

- B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as EHE services shall be provided to program-eligible people with HIV [with priority to those] who reside in Miami-Dade County as further defined in Article VII, Section 7.1, Exhibit A, and Exhibit B of this Agreement.

The goal of EHE-funded activities in this Agreement is to treat people with HIV rapidly and effectively to reach sustained viral suppression.

Article VI, Section 6.10:

6.10 The SUBRECIPIENT shall:

- D. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients, staff, or other care providers. The SUBRECIPIENT's internal grievance procedures must afford their clients or other care providers with immediate access to these procedures. These procedures shall be made available to clients or other care providers prior to accessing the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SUBRECIPIENT's internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SUBRECIPIENT to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SUBRECIPIENT; and a reasonable timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SUBRECIPIENT site. Documentation of informal complaints and formal grievances from clients, program staff, or other care providers must be tracked and reported to the COUNTY reported to the COUNTY in the Tri-Annual Progress Reports, referenced in Article VII, Section 7.1 (C) of this Agreement;

Article VII, Section 7.1 A (8) and C:

The SUBRECIPIENT shall keep adequate, legible records of services provided under this Agreement as required by the COUNTY and by the U.S. Department of Health and Human Services...

- A. At a minimum, the following records shall be kept, and uploaded in the Provide® Enterprise Miami data management system under the appropriate placeholder under the View\Scanned Documents link:

- (8) In accordance with HRSA Policy Notice No. 16-01 (<https://ryanwhite.hrsa.gov/grants/policy-notices>), Ryan White HIV/AIDS Program recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive Ryan White HIV/AIDS Program services. **Ryan White HIV/AIDS Program recipients and subrecipients may not cite "payer of last resort" language to compel HIV-infected veterans to obtain services from the Veterans Administration health care system or refuse to provide services.** Ryan White HIV/AIDS Program recipients and subrecipients may refer eligible veterans to the Veterans Administration for services, when appropriate and available. However, Ryan White HIV/AIDS recipients and

subrecipients may not require eligible veterans to access medical or supportive services in the Veterans Administration health care system nor deny them access to health care and support services funded by the Ryan White HIV/AIDS Program. In addition, this payer of last resort requirement does not apply to clients who are eligible for services covered by Indian Health Services; such clients may choose to access the Ryan White Program first.

- C. Based on client-level and service utilization data entered in the Provide® Enterprise Miami data management system, the SUBRECIPIENT shall submit Bi-annual Progress Reports, a qualitative report based on billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at dates to be determined by the COUNTY. Unless otherwise reduced by the COUNTY in writing, this reporting requirement will include a narrative of accomplishments, challenges, and technical assistance needs encountered during the fiscal year; as well as a reporting of progress made in relation to the National CLAS Standards. A reporting of informal complaints and/or formal grievances received and responded to by the SUBRECIPIENT may also be included as part of the Bi-annual Progress Reports. As a component of this report, if the data are not readily available in the Provide® Enterprise data management system, the SUBRECIPIENT may also be required to collect and report to the COUNTY, in a format to be provided by the COUNTY, information on specific client-level outcome measures as established by the COUNTY, and included herewith in Exhibit A as part of the Scope of Service(s).

The SUBRECIPIENT will also submit annually a signed assurance to accompany the second and final of the Bi-annual Progress Reports, in a format provided by the COUNTY for this reporting requirement. This assurance form shall be initialed and appropriately signed by the SUBRECIPIENT's Board President and its Chief Executive Officer, and properly notarized or stamped with a corporate seal. This assurance will indicate that EHE cooperative agreement funds were used in accordance with Uniform Guidance, HRSA policies, and Exhibit A, scope of services, of this Agreement, and do not include unallowable costs as detailed in Article VI, Section 6.9, of this Agreement.

Excerpts from the Miami-Dade County Ryan White Program (Part A, MAI, and EHE) Site Visit Monitoring Instrument:

- Section IV:
 - #8: Does the Subrecipient have Grievance Procedures posted in an area to which clients have free access?
- Section VI: Review of Documentation of Client Eligibility –
 - Eligibility Worksheet: Is there a signed and dated acknowledgement from the client noting receipt of the agency's Client Grievance Policy?