

SUBGRANT AGREEMENT BETWEEN

AIDSNET
(REGIONAL SUBRECIPIENT)

31 SOUTH COMMERCE WAY, SUITE 400, BETHLEHEM, PA 18017-8992
(ADDRESS)

AND

AGENCY
(PROGRAM SUBRECIPIENT)

(ADDRESS)

WHEREFORE, in witness of the covenants set forth below on the attached pages, the parties have affixed their signatures hereto:

(If the Program Subrecipient is a corporate entity, please have either the president or vice president and either the secretary or treasurer of the corporation sign. In lieu thereof, please enclose a letter stating what authority, e.g., bylaws, board minutes, etc., the signatory has to execute contracts on behalf of the corporation).

AGENCY

BY: _____
Signature Date

Printed Name Title

BY: _____
Signature Date

Printed Name Title

AIDSNET

BY: _____
Ann Stuart Thacker Date
Executive Director

SUB-GRANT CONTENTS

Boilerplate:

“Whereas” Clauses.....	1
Sub-Grant Agreement Term.....	2
Sub-Grant Agreement Amount.....	2
Funding Sources.....	2
Work Statement	2
Appendices and Attachments	2
Incorporated Documents	3
Federal Lobbying Certification and Disclosure.....	3
Application.....	4
Confidentiality Provisions.....	4
Reporting Requirements.....	4
Addition of Subsequently Available Funds.....	4
Decrease in Funding.....	5
Meaning of Terms “Contract” and “Contractor”	5
Final Grant Agreement Approval.....	5

Appendices:

Appendix A –Work Statement	
Introduction.....	1
Program Subrecipient Tasks.....	1
Reporting Requirements.....	2
Sub-Grant Services.....	4
Attachment 1 to Appendix A – HIV Prevention Interventions	
Attachment 2 to Appendix A – Service Description	
Appendix B – Payment Provisions	
Introduction.....	1
Conditions for Reimbursement.....	1
Sub-Grant Modifications.....	2
Appendix C – Budget	
Appendix D – Program Specific Provisions	
Utilization of Funds.....	1
Manuals and Databases.....	1
Standards.....	1
Policy Interpretations on the Use of Funds.....	4
Provision of the Continuum of Care.....	4
Interest of the Regional Subrecipient.....	5
Insurance (Program Subrecipient Requirements).....	6
Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion.....	7
Non-Discrimination.....	8
Confidentiality Provisions.....	8
Funding Limitations.....	9

SUB-GRANT AGREEMENT BETWEEN AIDSNET

AND

AGENCY

THIS SUB-GRANT AGREEMENT, hereinafter referred to as “Sub-grant Agreement” or “Agreement,” is made by and between AIDSNET, hereinafter referred to as “the Regional Subrecipient”, and **AGENCY, Federal Identification** , hereinafter referred to as “Program Subrecipient.”

WHEREAS CLAUSES

WHEREAS, funds have been made available or the parties anticipate receipt of Federal funds or state funds or both becoming available to the Regional Subrecipient for services pursuant to the provisions of Title II of the Ryan White Comprehensive AIDS Resource Emergency (CARE) Act of 1990, 42 U.S.C. Section 300ff-21 et seq., and the AIDS Housing Opportunity Act, 42 U.S.C. Section 12901 et seq., relating to Federal Housing Opportunities for Persons with AIDS (HOPWA) and regulations thereunder, 24 C.F.R. Part 574, for services to prevent homelessness and help provide a continuum of housing services that meet the changing needs of HIV-infected persons and their families; and

WHEREAS, the parties anticipate that Federal and state funds will be appropriated for the purposes of this Sub-grant Agreement by the General Assembly, and this Sub-grant Agreement is contingent upon appropriation and receipt of such funds; and

WHEREAS, the Program Subrecipient has agreed to act as the HIV care and/or prevention education service provider for the period beginning July 1, 2017, through June 30, 2018, and to provide services for the counties of Lehigh and Northampton; and

WHEREAS, the Program Subrecipient has submitted an application to the Regional Subrecipient to serve as the HIV care provider pursuant to 42 U.S.C. Section 300ff-21 et seq.; and

WHEREAS, the purpose of this Sub-grant Agreement is to provide the Program Subrecipient with funding from the Regional Subrecipient to fund specific services in the following counties: Lehigh and Northampton; and

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

I. SUB-GRANT AGREEMENT TERM

This Sub-grant Agreement shall be effective from July 1, 2017, through June 30, 2018, subject to its other provisions, and the availability of funds, whether state or federal, unless terminated earlier by either party according to the termination provisions of this Sub-grant Agreement.

II. SUB-GRANT AGREEMENT AMOUNT

Subject to the availability of funds, whether state or federal, and the other terms and conditions of this Sub-grant Agreement, the Regional Subrecipient will make payments in accordance with the Sub-grant Agreement payment provisions, Appendix B, the Sub-grant budget (Appendix C) and the Service Purchase Subgrant, up to the maximum Sub-grant Agreement amount of \$

III. FUNDING SOURCE(S)

Pursuant to Department of Health Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Regional Subrecipient must identify the amounts of federal and state funding it provides to Program Subrecipients. This identification follows and includes the breakdown of federal and state dollars provided and the related federal and state financial assistance program name and number:

State - \$

Federal - \$

CFDA 93.917 DHHS/HRSA Ryan White CARE Act Part B HUD/HOPWA

IV. WORK STATEMENT

The Program Subrecipient shall provide program activities and related services as specified in Appendix A, Work Statement, and its Attachment(s), if any.

V. APPENDICES AND ATTACHMENTS

The following Appendices and Attachments are incorporated into and made part of this Sub-grant Agreement and the parties agree to be bound by these Appendices and Attachments:

- A. Appendix A - Work Statement and its Attachments: 1 (HIV Prevention Interventions) and 2 (Service Description).**
- B. Appendix B – Payment Provisions**
- C. Appendix C – Budget**
- D. Appendix D – Program Specific Provisions**

VI. INCORPORATED DOCUMENTS

Program Subrecipient acknowledges having reviewed a copy of the following documents, which are available at <http://www.aidsnetpa.org/resources-for-grantees.php> and which are incorporated by reference into and made a part of this Sub-grant Agreement:

- A. Standard General Terms and Conditions (Rev. 3/15)**
- B. Audit Requirements (Rev. 7/13)**
- C. Commonwealth Travel and Subsistence Rates (Rev. 4/15)**
- D. Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- E. Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 4/12)**
- F. Pro-Children Act of 1994 (Rev. 12/05)**

The above referenced documents can also be viewed on the PA Department of Health web site at <http://www.health.state.pa.us/vendors>.

VII. FEDERAL LOBBYING CERTIFICATION AND DISCLOSURE

The Federal government requires that no federal funds be used for lobbying activities. See Section 1352, Title 31, U.S. Code. To the extent this Sub-grant Agreement is funded with federal monies, certain certifications and disclosures are required. The required certifications and disclosures are available at the Internet address indicated in paragraph VI. D. above. Program Subrecipient acknowledges having reviewed a copy of each document and agrees to be bound by the requirements set forth therein.

VIII. APPLICATION

In the event that there is a conflict between the Regional Subrecipient's Request for Application, the Program Subrecipient's application, and this Sub-grant Agreement, the order of precedence shall be first, this Sub-grant Agreement; second, the Regional Subrecipient's Request for Application; third, the Program Subrecipient's application.

IX. CONFIDENTIALITY PROVISIONS

The Program Subrecipient shall comply with all confidentiality provisions contained within this Sub-grant Agreement, including, but not limited to, those provisions stated within the Standard General Terms and Conditions.

X. REPORTING REQUIREMENTS

The Program Subrecipient shall comply with all reporting requirements contained within this Sub-grant Agreement, including, but not limited to, those requirements stated within the Work Statement (Appendix A) and the Standard General Terms and Conditions.

XI. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS

If, during the term of this Sub-grant Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Sub-grant Agreement, the Regional Subrecipient may advise Program Subrecipient, in writing, of the availability and purpose of such funds. The Regional Subrecipient also will inform the Program Subrecipient of any additional conditions or requirements of the additional funds. Program Subrecipient hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Regional Subrecipient. Program Subrecipient shall provide the Regional Subrecipient with a written work statement detailing the manner in which Program Subrecipient will use the additional funds in accordance with the stated requirements. Program Subrecipient shall provide the Regional Subrecipient with a detailed revised overall Sub-grant Agreement budget showing the current budget, the budget for the additional funds and a revised total budget. The Regional Subrecipient may choose to provide Program Subrecipient with a budget format on which to submit the revised budget information. The additional funds, and the new budget, shall be subject to the terms and conditions of the initial Sub-grant Agreement, as well as to any additional conditions and requirements of the additional funds. Program Subrecipient's work statement, revised budget and any new conditions or requirements of the additional funds shall be incorporated into and become a part of this document by reference. To be effective, documentation describing the additional funds and any additional conditions or requirements shall be signed by the Regional Subrecipient and the Program Subrecipient.

XII. DECREASE IN FUNDING

If the Regional Subrecipient determines that the Program Subrecipient is unable to spend the funding included in this Sub-grant Agreement in a timely manner and that the Program Subrecipient is therefore unable to fully carry out the work required under the Sub-grant Agreement in the timeframe required by the Sub-grant Agreement, the Regional Subrecipient reserves the right to decrease funding to the Program Subrecipient by prior written notice. The decrease in funding shall be reflected by a revised Budget and, if necessary, shall also include a revised Work Statement showing any reduction in work resulting from the decrease in funding. The decision to decrease funding is solely within the discretion of the Regional Subrecipient.

XIII. MEANING OF TERMS “CONTRACT” AND “CONTRACTOR”

The parties understand that the use of the terms “Contract” and “Contractor” throughout this Agreement shall mean “Sub-grant Agreement” and “Program Subrecipient” respectively.

XIV. FINAL GRANT AGREEMENT APPROVAL

This Sub-grant Agreement shall not be legally binding until all signatories, including those signing their approvals for form and legality, have signed the agreement and the Regional Subrecipient provides a fully signed copy to the Program Subrecipient.

SAP# 4100062909 R4

Appendix A

WORK STATEMENT

I. INTRODUCTION

- A. This Sub-Grant Agreement provides state and federal funding for the period of July 1, 2017, through June 30, 2018, to partially support the operation of the Program Subrecipient and to provide funding for the following services: (1) services to persons infected with or affected by HIV/AIDS; (2) prevention/education services to persons, including specific funding for minority persons, at risk for infection and (3) services to prevent homelessness and provide a continuum of housing services for persons infected with or affected by HIV/AIDS. Federal Ryan White Part B funds are to be utilized as a payer of last resort.
- B. These services shall be provided by the Program Subrecipient within the AIDSNET region with funding from the Regional Subrecipient.
- C. In addition to the requirements set out in the Boilerplate of this Sub-grant Agreement, Paragraphs I through XIV, the Program Subrecipient shall do the following as set out in Paragraphs II through IV of this Work Statement.

II. PROGRAM SUBRECIPIENT TASKS

- A. Provide fiscal and administrative oversight of the funds provided through this Sub-Grant Agreement, whether distributed through sub-grants, or used by the Program Subrecipient pursuant to the terms of this Sub-Grant Agreement and as provided for in Appendix C (Budget and SPS).
- B. Ensure that all prevention workers complete Certified HIV 101 training, to include confidentiality and Act 148 and Department of Health Counseling and Testing training. Training is to be completed within six months of hire. Each year following the first, each prevention worker must participate in a minimum of eight hours of training annually, which enhances job-related skills and/or knowledge and includes information about primary prevention, secondary prevention, and changes in the epidemiology of HIV.
- C. Program Subrecipients having programs with a lack of capacity to meet the needs of persons with HIV/AIDS and their families are required to refer such persons to another provider.

- D. Prepare for audits, and arrange for the presentation of accurate fiscal reports to the Regional Subrecipient leadership and the Department. Audits shall be conducted in accordance with the Audit Requirements referred to in this Sub-Grant Agreement or the most current audit regulations. **Although invoicing is no longer done on a unit-cost basis, an audit of the unit-cost rate for each AIDSNET-funded service must be included in the audit in order to determine that services are cost-effective.** All audits shall be submitted to the attention of the Fiscal Officer for this Sub-Grant Agreement at AIDSNET, 31 South Commerce Way, Suite 400, Bethlehem, PA 18017, or at such other address identified in writing by the Regional Subrecipient.
- E. Develop and provide the Regional Subrecipient with a Quality Management plan that outlines the Program Subrecipient’s plan to ensure that continuous quality improvement efforts are occurring on an ongoing basis. Program Subrecipients shall be encouraged to coordinate Quality Management processes among other Program Subrecipient agencies as a part of a full continuum of service delivery where appropriate.
- F. Maintain appropriate licenses or certifications as required by law. The Department’s approval of a Sub-Grant shall not constitute recognition by the Department of a Program Subrecipient’s compliance with any applicable Federal or state licensure or certification requirements.

III. REPORTING REQUIREMENTS

- A. The Program Subrecipient shall submit the following reports (denoted with an “x”):
 - Email a copy of the bi-monthly Performance Measures CAREWare Export to the AIDSNET Program Manager, due no later than the 10th day of every other month (August 10, October 10, December 10, etc.)
 - Email copy of the quarterly prevention narratives: Administrative Comments, Community Linkages, and Intervention Details, due no later than the 15th day of the month following the end of the quarter (October 15, January 15, April 15, July 15)
 - One (1) Annual CAREWare Completeness report of the Ryan White Part B Outcomes, which will then be e-mailed to the PA DOH contact for review; AIDSNET will provide a reminder via email, due in July
 - Email one copy of the Quality Improvement (QI) Project mid-year update report (or AIDSNET approved equivalent reporting documentation) for each QI project, due no later than January 15

- The original monthly invoicing forms and supporting documentation, due no later than the 5th day of each month
- Email copy of Prevention Data Tracking Spreadsheet, due no later than the 5th day of each month
- Email one copy of the Quality Improvement (QI) Project year-end update report (or AIDSNET approved equivalent reporting documentation) for each QI project, due no later than July 15
- Email copy of the annual HOPWA Consolidated Annual Performance and Evaluation Report, due no later than January 15th
- FAX one (1) copy of CAREWare Financial Report of the mid-year Ryan White Part B HIV/AIDS Program Data Report, AIDSNET will provide a six-month reminder via email, due October 15
- FAX one (1) copy of CAREWare Financial Report of the Annual Ryan White Part B HIV/AIDS Program Data Report: AIDSNET will provide a reminder via email, due April 15
- FAX one (1) copy of each CAREWare Custom Report required for the Ryan White Year Women, Infants, Children and Youth Report (WICY), due April 30
- Upload to the HRSA HIV/AIDS Bureau web site a one (1) year Ryan White Part B HIV/AIDS Program Services Report (RSR) by running a CAREWare RSR report and data export, due no later than January 15

Note: 1. CAREWare reporting requirements may change due to periodic updates to CAREWare Build 9.92.
 2. Prevention reporting requirements may change if the PA DOH selects and implements a statewide tracking and reporting system.

- B. The Program Subrecipient shall submit any additional financial and/or programmatic reports which are deemed necessary by the Regional Subrecipient or required for Federal reporting requirements.
- C. Unless otherwise noted, all reports shall be submitted to the attention of the Program Specialist for this Sub-Grant Agreement at AIDSNET, 31 South Commerce Way, Suite 400, Bethlehem, PA 18017, or at such other address identified in writing by the Regional Subrecipient.

- D. Compliance with the due dates is necessary so that the Regional Subrecipient can complete its regional financial and programmatic reporting responsibility to the Department of Health and insure processing and release payments in accordance with the provisions of this Sub-Grant Agreement. The Program Subrecipient shall notify the Regional Subrecipient's Program Specialist in writing of circumstances which prevent compliance with the stipulated due dates for reports prior to the due date. Such notification shall not necessarily excuse the Program Subrecipient's failure to meet any such due date.
- E. The Program Subrecipient shall be required to obtain and submit other reports including, but not limited to, assets, property and supplies, research, and financial status reports on subcontractor operations upon the request of and in a manner prescribed by the Regional Subrecipient.
- F. The Program Subrecipient shall participate in and provide reports where such reporting is required by the Regional Subrecipient, utilizing the Bureau of HIV/AIDS CAREWare which gathers service data required to be reported to HRSA and to the Department of Housing and Urban Development (HUD). This data is also used for planning purposes at the Regional Subrecipient and statewide levels. In the event that CAREWare or other reporting mechanisms are replaced with different software, Program Subrecipient will be provided with technical assistance in implementing said change(s) and will be expected to submit reports on time.
- G. Upon request of the Regional Subrecipient, the Program Subrecipient agrees to provide a written report which sets forth the extent to which it has met its respective obligations to pay the employer's share of and to withhold the correct amount of income taxes, F.I.C.A. taxes, unemployment compensation taxes and workmen's compensation taxes or premiums from employees' salaries as required by law, and remit such amounts to the appropriate federal, state, and local level of government.

IV. SUB-GRANT SERVICES

- A. Ryan White CARE Act funds shall not be utilized for any eligible services under this Sub-Grant Agreement without further separate written authorization from the Regional Subrecipient specific to each contract period due to the fact that such funds have not yet been made available by the Department of Health for use by the Regional Subrecipient under this Agreement: April 1, 2018 through June 30, 2018. The Regional Subrecipient's written authorization shall notify the Program Subrecipient if and when the Program Subrecipient may utilize the funds in Appendix C (Budget) and the Service Purchase Subgrant (SPS) to provide remaining services in accordance with this Sub-Grant Agreement for the above listed period of April 1 through June 30 of the contract year. Any funds available to the Program Subrecipient by way of this Sub-Grant Agreement may be utilized only in accordance with this Sub-Grant Agreement, including its Appendix C (Budget) and the SPS.

- B. The Program Subrecipient has been budgeted to provide the services as indicated in Attachment 2 (Service Description) to this Appendix A, Appendix C (Budget) and the SPS for the period July 1, 2017 through June 30, 2018.
- C. Program Subrecipients who receive Ryan White funding are required to screen clients and collect supporting documentation to certify their eligibility for Ryan White-funded services based on standards of HIV-positive diagnosis, identity, residence, insurance status and income as determined by the PA DOH.
 - a. The Program Subrecipient is required to use the Ryan White Part B – Payer of Last Resort Client Certification Form provided by the PA DOH or a form that is approved by the PA DOH.
 - b. The Program Subrecipient is required to conduct this screening upon each client's intake and to be repeated before every six months following for recertification.
 - c. The Program Subrecipient is required to refer clients deemed ineligible for Ryan White funding to a provider who may be able to offer services if that Program Subrecipient is not able to support services for those clients through alternative means.

Sharedrive: 17-18 subgrants/Appendix A Work Statement
Revised 4/7/17

**Appendix A
Attachment 1**

HIV PREVENTION INTERVENTIONS

<p>A. Counseling, Testing and Referral (CTR)</p>	<p>Client centered HIV prevention counseling. An interactive risk-reduction counseling model usually conducted with HIV testing, in which the counselor helps the client identify and acknowledge personal HIV risk behaviors and commit to a single, achievable behaviors change step that could reduce the client’s HIV risk.</p> <p>Prevention counseling: An interactive process between client and counselor aimed at reducing risky sex and needle-sharing behaviors related to HIV acquisition (for HIV-uninfected clients) or transmission (for HIV-infected clients).</p> <p>HIV-related testing: Any laboratory test or series of tests for any virus, antibody, antigen, or etiologic agent whatsoever thought to cause or to indicate the presence of HIV infection.</p> <p>Referral: The process through which a client is connected with services to address prevention needs (medical, prevention, and psychological support).</p>
<p>B. Partner Counseling and Referral Services (PCRS)</p>	<p>A systematic approach to notifying sex and needle-sharing partners of HIV-infected persons of their possible exposure to HIV so they can avoid infection or, if already infected, can prevent transmission to others. PCRS helps partners gain earlier access to individualized counseling, HIV testing, medical evaluation, treatment, and other prevention services.</p>
<p>C. Health Education/Risk Reduction Activities (HE/RR)</p>	<p>Organized efforts to reach people at increased risk of becoming HIV-infected, or if already infected, of transmitting the virus to others. The goal is to reduce the spread of infection. Activities range from individual level interventions to broad, community-based interventions.</p> <p>Enhanced Evidence-based/science-based: Behavioral, social, and structural interventions that are relevant to HIV risk-reduction have been tested using a methodologically rigorous design, and have been shown to be effective in a research setting.</p> <p>The Department expects its grantees to deliver interventions based on a range of evidence. These evidence-based interventions may include: Interventions found in the “<i>Provisional Procedural Guidance for Community-Based Organizations</i>” Revised Jan 2008 http://www.cdc.gov/hiv/pdf/pro_guidance_contents.pdf</p>
<p>C-1. Interventions Delivered to Individuals</p>	<p>Health education and risk-reduction counseling provided to one individual at a time. IDIs assist clients in making plans for individual behavior change and ongoing appraisals of their own behavior and include skills building activities. These interventions also facilitate linkages to services in both clinic and</p>

(IDI)	<p>community settings (e.g., substance abuse treatment settings) in support of behaviors and practices that prevent transmission of HIV, and they help clients make plans to obtain these services.</p> <p>Note: All IDIs must follow the PA-DOH and the CDCs list of acceptable evidence based interventions as cited above</p>
C-2. Interventions Delivered to Groups (IDG)	<p>Health education and risk-reduction counseling (see above) that shifts the delivery of service from the individual to groups of varying sizes.</p> <p>Note: All IDGs must follow the PA-DOH and the CDCs list of acceptable evidence based interventions as cited above</p>
C-3. Other HE/RR Interventions	<p>Category to be used for those interventions that cannot be described by the definitions provided for the other types of HE/RR interventions. This category includes community-level interventions (CLI) and structural interventions.</p> <p>CLI are interventions that seek to improve the risk reductions and behaviors in a community through a focus on the community as a whole, rather than by intervening with individuals or small groups. This is often done by attempting to alter social norms, policies, or characteristics of the environment. Examples of CLI include community mobilizations, social marketing campaigns, community-wide events, policy interventions, and structural interventions.</p> <p>Structural interventions are interventions designed to implement or change laws, policies, physical structures, social or organizational structures, or standard operating procedures to affect environmental or societal change.</p>

APPENDIX B
PAYMENT PROVISIONS

I. INTRODUCTION

Subject to the availability of state and federal funds and the other terms and conditions of this Sub-Grant, the Regional Subrecipient agrees to pay the Program Subrecipient for services rendered during the term of this Subgrant Agreement in accordance with the Appendix C (Budget), for the services identified within Appendix A (Work Statement) and its Attachment 2 (Service Description), to the Subgrant Agreement as follows:

- A. With state funds for HIV-related care services and prevention/education programs; and
- B. With federal funds for HIV-related care services and housing-related services.

II. CONDITIONS FOR REIMBURSEMENT

- A. Payments by the Regional Subrecipient shall be contingent upon the proper execution of this Sub-Grant Agreement by the parties, as well as the Regional Subrecipient's receipt of program, financial and data reports as defined in Appendix A (Work Statement).
- B. The Program Subrecipient agrees that all funds that may be received as a result of this Sub-Grant Agreement are for the purposes set forth herein and that the Sub-Grant Agreement may be cancelled, in whole or in part, by the Regional Subrecipient in the event the funds are not so utilized. If the Regional Subrecipient determines that the Program Subrecipient has spent funds not in accordance with this Sub-Grant Agreement, or any state or federal law or regulation, the Regional Subrecipient will notify the Program Subrecipient of the disallowed expenditure and offset it against any monies payable to the Program Subrecipient or otherwise proceed to collect such disallowed expenditure.
- C. All Program Subrecipients are required to submit monthly invoices to the Regional Subrecipient's office by the 5th of the month following the last day of the month in which services are rendered. If the 5th of the month falls on a weekend, then the invoice is due on the Monday following the weekend. Quarterly billing is not acceptable. Customized invoice form(s) to be used by the Program Subrecipient to submit reimbursement for services rendered will be provided to Program Subrecipient on or before July 15 of each fiscal year.
- D. A legible faxed copy or email of the invoice and supporting documentation is allowed by the 5th of the month provided that the original invoice and photocopies of supporting documentation are mailed that day. Payment of the invoice will be withheld until the original invoice is received.

- E. For Title II funded Program Subrecipients, any services provided from July 1, 2017, through March 31, 2018, that are not billed by April 5, 2018, cannot be reimbursed.
- F. Third-party reimbursement collected during the term of this Sub-Grant Agreement as the result of provision of services under this Sub-Grant Agreement shall be applied against the approved costs or charges to this Sub-Grant Agreement of such services rendered during that same period in order to reduce the amount of reimbursement due from the Regional Subrecipient. Examples of third-party reimbursements include, but are not limited to, medical assistance reimbursements, insurance reimbursements, training fees, and food stamp redemptions.
- G. In order to be reimbursed for the last month's invoices, the Program Subrecipient must have submitted all required quarterly reports and data disks with the final invoice(s) by July 5, 2018, for fiscal year 2017-2018.
- H. Conditions for reimbursement may be subject to change by the Regional Subrecipient or the Department as required to better facilitate the cash management objectives of the Commonwealth. Further, the Regional Subrecipient may, at its sole discretion, disallow reimbursement under this Sub-Grant Agreement for invoices not submitted in compliance with the time requirements in Paragraphs E and G above or for services required under this Sub-Grant that have not been performed or delivered in a manner acceptable to the Regional Subrecipient.

III. SUB-GRANT MODIFICATIONS

- A. The Program Subrecipient must receive prior written approval from the Regional Subrecipient for requested shifts in funds from one service to another within the same funding source and for which Program Subrecipient is already funded. No new services may be added.
- B. Increases in total sub-grant amount of more than 10% of the original allocation shall require a formal signed amendment to this Sub-Grant Agreement.

Appendix D

PROGRAM SPECIFIC PROVISIONS

I. UTILIZATION OF FUNDS

- A. Ryan White CARE Act funds shall not be utilized for any prevention/education services defined in Appendix A, Work Statement, Attachment 1 (HIV Prevention Interventions).
- B. Ryan White CARE Act funds shall not be utilized for any eligible services under this Grant Agreement for the period following March 31 of each state fiscal year of this Grant Agreement without further separate written authorization from the Regional Subrecipient prior to March 31. The Regional Subrecipient's written authorization shall notify the Program Subrecipient if and when the Program Subrecipient may utilize the funds in Appendix C, Budget, for these periods, and shall depend upon appropriation of those funds by the Federal government and the state legislature.

II. MANUALS AND DATABASES

The Program Subrecipient shall fulfill the terms of this fGrant Agreement in accordance with the provisions of the Division of HIV/AIDS Housing Opportunities for Persons With AIDS Manual, (hereinafter referred to as "HOPWA Manual"), CAREWare Database (or any other database determined by the Department) and uniform classification of sub-services (taxonomy), the Ryan White CARE Act Part B Manual (hereinafter referred to as "the Part B Manual"), the Department of Health Standards of HIV/AIDS Prevention, Education, Care and Services General and Service Specific Standards (incorporated herein by reference and available at http://www.aidsnetpa.org/resources-for-Regional_Subrecipients.php), and all applicable state and federal requirements, as well as any updates or revisions to these documents. The CAREWare and HOPWA manuals are incorporated into this Subgrant Agreement by reference. Program Subrecipients providing services directly to persons living with HIV/AIDS through this subgrant acknowledge having previously received a copy of the CAREWare and HOPWA manuals.

III. STANDARDS

Upon receipt of the funds, that are the subject of this Grant Agreement, the Program Recipient agrees that it shall use those funds in accordance with all applicable provisions of state and Federal laws and regulations, including those laws and regulations pertaining

to the delivery and funding of HIV/AIDS programs and services. Such pertinent provisions include, but are not limited to, the following:

- A. All Program Subrecipients providing services paid for with funds from appropriation 302 shall do so in accordance with the provisions of the Ryan White Comprehensive AIDS Resource Emergency (CARE) Act of 1990, 42 U.S.C. Section 300ff-21 et seq. All Program Subrecipients providing services paid for with funds from Appropriation 312 shall do so in accordance with 42 U.S.C. Section 12901 et seq. and the provisions of 24 C.F.R. Part 574.
 - 1. The Regional Subrecipient assures that it and any Program Subrecipients under this Grant Agreement shall cooperate fully with the Commonwealth in any reporting, audit, or fiscal requirements imposed under 42 U.S.C. §300ff-23 and §300ff-27 and under 42 U.S.C. §12901 et seq. and 24 C.F.R. Part 574 or as specified in this Grant Agreement, including its Appendix B, Payment Provisions, and Audit Requirements, which are incorporated by reference to this document, the Coalition Operations Manual, and the HOPWA Manual.
 - 2. The Regional Subrecipient assures that it and any Program Subrecipients under this Grant Agreement shall, should the Federal government conduct any investigation under 42 U.S.C. §300ff-23 and §300ff-27 or under 42 U.S.C. §12901 et seq., the Regional Subrecipient and any Program Subrecipients shall cooperate in general with the Commonwealth and the Federal government in such investigation, and shall specifically make available for examination and copying by the Commonwealth, the U.S. Department of Health and Human Services (HHS), the U.S. Department of Housing and Urban Development (HUD) or the Comptroller General of the United States, any documentary records related to this Grant Agreement including its Appendix B, Payment Provisions, and Audit Requirements, which are incorporated by reference to this document, and the services and funds under this Grant Agreement.
- B. The Regional Subrecipient and any Program Subrecipients under this Grant Agreement shall ensure that, pursuant to 42 U.S.C. §300ff-27(b)(3)(F), Grant Agreement funds are not utilized to pay for any item or service to the extent that payment has been made, or one can reasonably expect payment to be made for that item or service:
 - 1. Under any state compensation program, under an insurance policy, or under any Federal or state health benefits program; or
 - 2. By any entity that provides health services on a prepaid basis.
- C. The Regional Subrecipient and any Program Subrecipients under this Grant Agreement shall ensure, pursuant to 42 U.S.C. Section 300ff-1 and 35 P.S.

Section 780-101 et seq. that none of the funds provided under this Grant Agreement shall be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs. No funds under this Grant Agreement shall be used to support a needle exchange program.

- D. The Regional Subrecipient and all Program Subrecipients shall ensure that under no circumstances shall funds from this Grant Agreement be used to make direct payments to clients.
- E. The Regional Subrecipient and all Program Subrecipients shall ensure that a client is only charged for services provided under this Grant Agreement with funding from the Ryan White CARE Act, supra, pursuant to a sliding fee scale, which has been made available to the public, provided that no client whose gross family income is at, or below, 100% of the Federal poverty guidelines, shall be charged for any service.
 - 1. Annual aggregate charges to individual clients receiving services paid for by Ryan White funds under this Grant Agreement shall conform to statutory limitations as provided in Appendix B, Payment Provisions. The term, “aggregate charges,” applies to annual charges imposed for all such services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges for services. The Regional Subrecipient and any Program Subrecipient shall use the annual gross salary of the individual or family as the baseline by which the caps on fees for each individual or family shall be established. The Regional Subrecipient and any Program Subrecipient shall require written certification from the client that the annual gross salary information provided by the client is accurate.
- F. The Regional Subrecipient and all Program Subrecipients shall ensure that HIV-related health care and support services shall be provided without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.
- G. The Regional Subrecipient and all Program Subrecipients shall ensure that such services shall be provided in a setting that is accessible to low-income individuals with HIV disease.
- H. The Regional Subrecipient and all Program Subrecipients shall engage in outreach to low-income individuals with HIV disease to inform such individuals of available services.
- I. The Regional Subrecipient and all Program Subrecipients shall conduct or permit periodic independent peer review to assess the quality and appropriateness of health and support services funded by this Grant Agreement.

- J. The Regional Subrecipient and all Program Subrecipients shall ensure that a percentage of the funds it receives under this Grant Agreement shall provide health and support services to women, infants, children, youth, and families with HIV/AIDS. The percentage shall be the ratio of the population of women, infants, children and youth with HIV/AIDS in the region to the general population in the region with HIV/AIDS.
- K. The Regional Subrecipient certifies that the Federal funds to be used under this Grant Agreement, pursuant to the provisions of the Ryan White CARE Act of 1990, 42 U.S.C. Section 300ff-21 et seq. and the provisions of 42 U.S.C. Section 12901 et seq. and 24 C.F.R. Section 574.400, do not replace or supplant, in any way, current state or local funds for already existing services. The Regional Subrecipient further certifies that the services to be provided under this Grant Agreement are not already available without cost.
- L. The Regional Subrecipient shall ensure that it or any Program Subrecipient under this Grant Agreement providing tenant-based rental assistance to clients shall also attempt to provide or refer those clients to a provider of short-term rent, mortgage or utility payments in order to prevent homelessness and enable clients to stabilize their housing situation.
- M. The Regional Subrecipient shall ensure that it or any Program Subrecipient under this Grant Agreement providing short-term rent, mortgage or utility payments to clients shall also attempt to provide or refer those clients to a provider of tenant-based rental assistance in order to prevent homelessness and enable clients to stabilize their housing situation.

IV. POLICY INTERPRETATIONS ON THE USE OF FUNDS

The Regional Subrecipient and any Program Subrecipient shall comply with any policy interpretation provided by the Health Resources and Services Administration (HRSA) on the use of Ryan White funds, the Department on the use of state funds, or by the Department of Housing and Urban Development (HUD) on the use of HOPWA funds, which current interpretations are attached hereto as Appendix D, Paragraph XII, Funding Limitations, and shall also comply with any update or additional interpretations issued. The Department will notify the Regional Subrecipient in writing prospectively of any such update or additional policy interpretations, which update or additional interpretations shall be incorporated herein by reference, along with the Department's written notice.

V. PROVISION OF THE CONTINUUM OF CARE

- A. The Regional Subrecipient shall use funds provided under the Grant Agreement to develop and implement a continuum of prevention/education, housing, and HIV-related care services, addressing those at risk for HIV infection as well as

the changing needs of persons with HIV/AIDS and their families. This continuum shall be provided either directly or through one or more public or nonprofit private entities unless authorized in writing by the Department in accordance with the provisions of Appendix A, Work Statement, of this Grant Agreement. The continuum of services shall include activities and services provided in a variety of settings for the general population, as well as targeting subgroups who are at high risk for HIV/AIDS as identified through the needs assessment and planning processes.

- B. In implementing the continuum of services, the Regional Subrecipient shall provide a variety of services, as appropriate for each target group, including but not limited to those defined in Appendix A, Attachment 1 and the Coalition Operations Manual, which specifically appear in Appendix A, Work Statement, and Appendix C, Budget, to this Grant Agreement.
- C. HIV-related care services approved in this Grant Agreement's Appendix A, Work Statement, such as dental care and primary medical care, when provided with funds from this Grant Agreement's Appendix C, Budget, shall be paid on a fee-for-service basis directly to the provider of services. Recipients of such payments from the aforementioned budget category such as dentists and physicians need not be public or non-profit entities. No funds from this Grant Agreement shall be used to pay for advocacy services provided by for-profit entities.

VI. INTEREST OF THE REGIONAL SUBRECIPIENT

- A. The Regional Subrecipient covenants that it presently has no adverse interest and it shall not acquire any adverse interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Regional Subrecipient further covenants that in the performance of this Grant Agreement, it shall not knowingly employ any person having such adverse interest. The Regional Subrecipient further certifies that no member of the board of the Regional Subrecipient or any of its officers or directors or any individuals, Coalition members, Coalition staff, Coalition-related entities, including but not limited to committees and work groups whose responsibilities include making decisions in any way related to funding under this Grant Agreement or subsequent Subgrants, has such an adverse interest.
- B. For purposes of this Paragraph VI, having an adverse interest means being employed by or sitting in an advisory position to such company, corporation, or organization, or having a contract or Grant Agreement to provide services or materials, supplies, equipment, land, or other personal or real property to the company, corporation, or organization, or having more than a five percent ownership interest including ownership in the aggregate by such person and any immediate family member.

- C. The Regional Subrecipient shall not make any contract for reimbursable services (other than an employment contract addressing duties to be performed as a member of the governing body or Board, or Advisory Board, or an employee of the Regional Subrecipient) with:
1. A member of the governing body or Board of Directors, a member of any Advisory Board to the Regional Subrecipient, a member of any Coalition or Coalition-related entity, including but not limited to committees and work groups, whose responsibilities include making decisions in any way related to funding under this Grant Agreement or subsequent Subgrants, or a member of his/her immediate family.
 2. An employee of the Regional Subrecipient, an employee of the Coalition or any Coalition-related entity, including but not limited to committees and work groups, whose responsibilities include making decisions in any way related to funding under this Grant Agreement or subsequent Subgrants, or any member of his/her immediate family.
 3. Any Coalition-related entity, including but not limited to committees and work groups, whose responsibilities include making decisions in any way related to funding under this Grant Agreement or subsequent Subgrants.
 4. A company, corporation, or any organization which operates either for-profit or not-for-profit, in which any person listed in Paragraphs C1, C2, or C3 has an adverse interest, as defined in Paragraph B above.
- D. Any exception to the above must be requested in writing and approved by the Department in writing. Such request shall, at a minimum, define the mechanisms by which an individual or entity may cure any potential violation of this Paragraph by recusing himself or itself from any decision concerning funding for that individual or entity.
- E. In regard to HOPWA funding, Regional Subrecipient further agrees to comply with the conflict of interest provisions at 24 C.F.R. Section 574.625.

The provisions of this Paragraph VI supersede the language of Paragraph 23 of the Standard General Terms and Conditions which are incorporated by reference to this document.

VII. INSURANCE [PROGRAM SUBRECIPIENT REQUIREMENTS]

- A. The Regional Subrecipient and any Program Subrecipient shall be considered as an independent Regional Subrecipient under this Grant Agreement and provide for insurance coverage. At a minimum, insurance protection shall include:

liability, property loss (damage, fire and theft), unemployment compensation and worker's compensation insurance coverage. Further, employees of the Regional Subrecipient who have financial responsibilities related to the receipt and disbursement of funding under this Grant Agreement shall be covered by a fidelity bond adequate to protect the Department and Regional Subrecipient from any potential loss. Such fidelity bond coverage shall be in an amount not less than one sixth (1/6) of the total cost of the annual grant amount and shall name the Department as a co-insured.

- B. The Regional Subrecipient or a Program Subrecipient may fulfill its responsibility under this Paragraph VIII either by purchasing the insurance coverage or by having the status of being self-insured under the laws of the Commonwealth. In the event of the Regional Subrecipient or Program Subrecipient having self-insured status, benefits paid by the Regional Subrecipient or Program Subrecipient are not reimbursable by the Department under the terms of this Grant Agreement without prior written approval from the Department. The Regional Subrecipient and Program Subrecipient accept full responsibility for the payment of their premiums for unemployment compensation, worker's compensation as well as payroll deductions for income tax and social security and any other taxes or payroll deductions required by law for the employees who are performing services specified by this Grant Agreement.
- C. The Regional Subrecipient shall require that Subgrants for the provision of services hereunder include the above insurance coverage provisions except: 1) fee-for-service arrangements, where the fee is paid for by funds under this Grant Agreement, for Regional Subrecipient service costs below \$10,000 during the Grant Agreement period; 2) Subgrants for consultants, commodities or training. The Regional Subrecipient is not required to include fidelity bond language in Subgrants for the provision of services hereunder.
- D. This Paragraph VII supplements Paragraph 3 of the Standard General Terms and Conditions which are incorporated by reference to this document.

VIII. FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- A. The Regional Subrecipient shall comply with all federal debarment regulations set forth at 45 C.F.R. Part 76 et seq.
- B. The Regional Subrecipient shall include subparagraph A of this Paragraph VIII and Paragraph 37 of the Standard General Terms and Conditions in any Subgrant or Letter of Agreement (LOA) entered into under this Grant Agreement. For purposes of any Subgrant or LOA, the Regional Subrecipient shall substitute its name for that of the Department. The Regional Subrecipient shall promptly notify the Department of any notification it receives from a Program Subrecipient

or consultant of that Program Subrecipient's or consultant's debarment, suspension, being proposed for debarment, being declared ineligible, or being voluntarily excluded from participation in that transaction by any Federal department or agency.

- C. This Paragraph VIII supplements Paragraph 37 of the Standard General Terms and Conditions which are incorporated by reference to this document.

IX. NON-DISCRIMINATION

- A. Paragraph 32 of the Standard General Terms and Conditions shall be read to include persons with a non-job related medical condition or disability among the other protected classes of persons.
- B. Regional Subrecipient agrees that sexual harassment is a form of discrimination based on sex and prohibited by Title VII of the Civil Rights Act of 1964.
- C. The Regional Subrecipient shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the Department setting forth the provisions of this paragraph IX and the non-discrimination provisions of Paragraph 32 and 33 of the Standard General Terms and Conditions which are incorporated by reference to this document.
- D. This Paragraph IX supplements Paragraphs 32 and 33 of the Standard General Terms and Conditions which are incorporated by reference to this document.

X. CONFIDENTIALITY PROVISIONS

The Regional Subrecipient and all Program Subrecipients funded by this Grant Agreement shall ensure confidentiality of individual client HIV/AIDS related records and information contained in them in accordance with the Confidentiality of HIV-Related Information Act, 35 P.S. Section 7601 *et seq.* and other appropriate confidentiality laws and regulations including but not limited to those related to substance abuse such as 42 U.S.C. Section 290dd-2, 42 C.F.R. Part 2, 71 P.S. Section 1690.108, 4 Pa. Code Section 255.5, and 24 C.F.R. Section 574.440. The Program Subrecipient shall, to ensure confidentiality of client information, make adequate provision for system security and protection of individual privacy.

This Paragraph X supplements Paragraph 20 of the Standard General Terms and Conditions which are incorporated by reference to this document.

XI. FUNDING LIMITATIONS

- A. The Regional Subrecipient shall comply, and require that its Program Subrecipients shall comply, with the funding limitations described in this Appendix D, Paragraph XI. These limitations affect one or more of the following: Ryan White eligible persons, Ryan White funded services, Ryan White eligible services, or all funds under this Grant Agreement. Services defined in this Paragraph XI are not applicable to this Grant Agreement unless such services appear in Appendix A, Work Statement, exclusive of Attachment 1, and in Appendix C, Budget.
- B. The principal intent of the Ryan White CARE Act, as it relates to services provided through this Grant Agreement, is the provision of services to persons infected with HIV and those who have clinically defined AIDS. The Regional Subrecipient and all Program Subrecipients providing services shall verify the HIV status and document the eligibility of all clients who receive Ryan White eligible services.
- C. Some Ryan White funded services may be offered to persons who are not HIV-infected; these must always have at least indirect benefit to a person with HIV infection. The Regional Subrecipient shall use Ryan White funds provided under this Grant Agreement for services to individuals not infected with HIV only in the following circumstances:
1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV disease or AIDS. Examples include care giver training for in-home medical or support services; and support groups, counseling, and practical support that assist with the stress of caring for someone with HIV.
 2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. Examples include payment of premiums for a family health insurance policy to ensure continuity of insurance coverage for a low-income HIV-infected family member, or child care for non-infected children while an infected parent secures medical or support services.
 3. The service promotes family stability in coping with the unique challenges posed by HIV/AIDS. Examples include permanency planning for infected and non-infected children of HIV-infected parents, and mental health services, which focus on equipping non-infected family members and care givers to manage the stress and loss associated with HIV/AIDS.
- D. The following services may be provided to HIV-affected persons if they have been budgeted for under this Grant Agreement, in accordance with the provisions

of this entire Grant Agreement, including Appendix A, Work Statement, and its Attachment 1, and Appendix C, Budget: Case management (non-medical), Treatment Adherence counseling, Respite Care, Child Care Services, Emergency Financial Assistance, Food Bank/Home Delivered Meals, Health Education/Risk Reduction, Housing Services, Legal Services, Permanency Planning, Psychosocial Support, Referral Health Care/Supportive, Substance Abuse – residential, Outreach Services, Rehabilitation, Linguistics Services, Medical Transportation Services.

- E. The Regional Subrecipient is responsible to be cognizant of limitations on uses of funds outlined in the Public Health Service Grants Policy Statement, which is incorporated herein by reference. Copies of the Statement are available from HRSA’s Grants Management Office at 301-443-2280. In the case of services being supported in violation of an existing federal policy (e.g. payment of home mortgages), the use of Ryan White funds must be terminated immediately. The Department may require Regional Subrecipients to return already-spent funds to the Department.
- F. The Regional Subrecipient and all Program Subrecipients shall make reasonable efforts to secure other funding to use in providing services instead of funds under this Grant Agreement whenever possible. In support of this intent, it is an appropriate use of funds under this Grant Agreement to provide case management or other services which have as a central function ensuring that eligibility for other funding sources (e.g., Medicaid or Medicare, other local or State-funded HIV/AIDS programs, or private sector funding, etc.) is aggressively and consistently pursued. If funds other than the funds under this Grant Agreement are available or can be attained, those funds must be used.
- G. The Regional Subrecipient shall not use Ryan White funds under this Grant Agreement for professional licensure or to meet program licensure requirements. Ryan White funds under this Grant Agreement may be used to support the specific HIV staff training that enhances an individual’s or an organization’s ability to improve the quality of services to clients.
- H. Allowable Use of Ryan White Funds for Discretely Defined Categories of Services

The Regional Subrecipient and all Program Subrecipients shall meet the requirements for funding set out in this subparagraph (H).

- 1. All services under this Grant Agreement shall meet the documented needs of the Coalition and contribute to the establishment of a continuum of care.
- 2. Ryan White funds shall only support HIV-related needs of eligible low income individuals. Low income shall be defined as 500% of the federally defined poverty level and be consistently applied through

Subgrant Agreement requirements, except for Health Insurance Co-payments and Deductibles where eligibility is based upon 300% of the federally defined poverty level. The Regional Subrecipient shall assure that an explicit connection can be made between any service supported by Ryan White funds and the intended recipient's HIV status or care giving relationship to a person with HIV/AIDS.

3. Ryan White funds shall be used to support the following eligible services:

a. **Service Categories:** (*as referenced in the instructions for the completion of the Program Data Report*)

i. *Outpatient/Ambulatory medical care* is the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, nurse practitioner or other health care professional who is certified in their jurisdiction to prescribe ARV therapy in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not considered out-patient settings. Services include diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties).

Primary Medical Care for the Treatment of HIV Infection includes the provision of care that is consistent with the Public Health Service's Health Service guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

ii. *Mental health services* are psychological and psychiatric treatment and counseling services for individuals with a diagnosed mental illness. These services are conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, and licensed clinical social workers.

- iii. *Oral health care* includes diagnostic, preventive, and therapeutic services provided by a dental health care professional licensed to provide health care in the state or jurisdiction, including general dental practitioners, dental specialists, dental hygienist, as well as licensed or training dental assistants.

- iv. *Local AIDS Pharmaceutical Assistance* – Includes local pharmacy assistance programs implemented by Part A or Part B Regional Subrecipients that provide HIV/AIDS medications to clients. This assistance can be funded with Part A grant funds and/or Part B base award funds. These organizations may or may not provide other services (e.g. outpatient/ambulatory medical care or case management) to the clients they serve through a RWHAP contract with their Regional Subrecipient. Programs are considered APA's if they provide HIV/AIDS medications to clients and meet all of the following criteria: Have a client enrollment process; Have uniform benefits for all enrolled clients; Have a record system for distributed medications; and Have a drug distribution system. Programs are NOT APA's if they dispense medications in one of the following situations: As a result or component of a primary medical visit; on an emergency basis (defined as a single occurrence of short duration); or by giving vouchers to a client to procure medications. Local APA's are similar to AIDS Drug Assistance Programs (ADAP's) in that they provide medications for the treatment of HIV disease. However, local APA's are not paid for with PART B funds "earmarked" for ADAP.

- v. *Substance abuse services-outpatient* are the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, by a physician or under the supervision of a physician or by other qualified personnel. They include limited support of acupuncture services to HIV-positive clients, provided the client has received a written referral from his or her primary health care provider and the service is provided by certified or licensed practitioners and/or programs, wherever State certification or licensure exists.

- vi. *Substance abuse services-residential* are the provision of treatment to address substance abuse problems (including

alcohol and/or legal and illegal drugs) in a residential health service setting (short-term). They include limited support of acupuncture services to HIV-positive clients, provided the client has received a written referral from his or her primary health care provider and the service is provided by certified or licensed practitioners and/or programs, wherever State certification or licensure exists.

- vii. *Rehabilitation services* include services provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client's quality of life and optimal capacity for self-care. Services include physical and occupational therapy, speech pathology, and low-vision training.
- viii. *Home and Community-based Health Services:* Includes skilled health services furnished to the individual in the individual's home based on a written plan of care established by a case management team that includes appropriate health care professionals. Services include durable medical equipment; home health aide services and personal care services in the home; day treatment or other partial hospitalization services; home intravenous and aerosolized drug therapy (including prescription drugs administered as part of such therapy); routine diagnostics testing administered in the home; and appropriate mental health, developmental, and rehabilitation services. Inpatient hospital services, nursing home and other long term care facilities are NOT included.
- ix. *Home Health Care* is the provision of services in the home by licensed health care professionals such as nurses and the administration of intravenous and aerosolized treatment, parenteral feeding, diagnostic testing, and other medical therapies.
- x. *Medical Case Management Services* are a range of client-centered services that link clients with health care, psychosocial, and other services provided by trained professionals, including both medically credentialed and other health care staff. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family

members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include: (1) initial assessment of service needs, (2) development of a comprehensive, individualized service plan, (3) coordination of services required to implement the plan, (4) client monitoring to assess the efficacy of the plan, and (5) periodic re-evaluation and adaptation of the plan at least every 6 months as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management, including face-to-face, phone contact, and any other forms of communication.

- xi. *Non-Medical Case Management* includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments.
- xii. *Childcare services* are the provision of care for the children of clients who are HIV positive while the clients are attending medical or other appointments or Ryan White HIV/AIDS program-related meetings, groups, or training. NOTE: This does not include child care while the client is at work. (See (b) below)
- xiii. *Respite care* is the provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client with HIV/AIDS. (See (g) below)
- xiv. *Early Intervention Services (EIS)* (Parts A and B) include counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose the extent of the immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and provision of therapeutic measures.
- xv. *Health Insurance Premium & Cost Sharing* assistance includes the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a

health insurance program. This includes premium payments, risk pools, co-payments and deductibles.

- xvi. *Emergency financial assistance* is the provision of one time or short-term payments to agencies, or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, food stamps and transportation), and medication when other resources are not available. NOTE: Part A and Part B programs must allocate, track and report these funds under specific service categories as described under 2.6 in DSS Program Policy Guidance No. 2 (formally Policy No. 97-02). (See (c) below).
- xvii. *Food Bank/Home delivered Meals* is the provision of actual food or meals. It does not include finances to purchase food or meals, but may include vouchers to purchase food. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. The provision of food and/or nutritional supplements by a non-registered dietitian should be included in this item as well. Food vouchers provided as an ongoing service to a client should be reported in this service category. Food vouchers provided on a one-time or intermittent basis should be reported in the Emergency Financial Assistance category.
- xviii. *Health education/Risk Reduction* is the provision of services that educate clients with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes the provision of information, including information dissemination about medical and psychosocial support services and counseling, to help clients with HIV improve their health status. Health education/risk reduction can only be delivered to individuals who are HIV positive. These services cannot be delivered anonymously. Client level data must be reported for every individual that receives these services.
- xix. *Housing services* are the provision of short-term assistance to support emergency temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that provides some type of medical or supportive services (such

as residential substance abuse or mental health services, residential foster care, or assisted living residential services) and housing that does not provide direct medical or supportive services but is essential for an individual or family to gain or maintain access to and compliance with HIV-related medical care and treatment.

Housing funds cannot be in the form of direct cash payments to recipients for services and cannot be used for mortgage payments. Short-term or emergency assistance is understood as transitional in nature and for the purposes of moving or maintaining an individual or family in a long-term, stable living situation. Therefore, such assistance cannot be permanent and must be accompanied by a strategy to identify, relocate, and/or ensure the individual or family is moved to, or capable of maintaining, a long term, stable living situation. For more information, see the policy “The Use of Ryan White HIV/AIDS Program Funds for Housing Referral Services and short-term or Emergency Housing Needs” at <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>.

- xx. *Legal services* are services to individuals with respect to powers of attorney; do not resuscitate orders, and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White HIV/AIDS Program. NOTE: Legal Services do **not** include any legal services to arrange for guardianship or adoption of children after the death of their normal caregiver. (See I. 3 below)
- xxi. *Medical Nutrition Therapy including Nutritional Supplements* is provided by a licensed registered dietitian outside of an Outpatient/Ambulatory Medical Care visit. The provision of food may be provided pursuant to a physician’s recommendation and a nutritional plan developed by a licensed, registered dietitian. Nutritional services and nutritional supplements not provided by a licensed, registered dietitian shall be considered a support service. Food not provided pursuant to a physician’s recommendation and a nutritional plan developed by a licensed, registered dietitian also shall be considered a support service.
- xxii. *Outreach services* include programs which have as their principal purpose identification of people with unknown

HIV disease or those who know their status (i.e., case finding), so that they may become aware of, and may be enrolled in care and treatment services. Outreach services do not include HIV counseling and testing or HIV prevention education. Broad activities such as providing “leaflets at a subway stop” or “a poster at a bus-shelter” or “tabling at a health fair” would not meet the intent of the law. These services should target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that HIV-infected individuals will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation. (See I. 8 below). Outreach services cannot be delivered anonymously. Client level data must be reported for everyone that receives this service.

- xxiii. *Psychosocial Support Services* are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and bereavement counseling. Includes nutritional counseling provided by a non-registered dietician. Nutritional services and nutritional supplements provided by a licensed, registered dietician are considered a core medical service and should be reported as Medical Nutrition Therapy. The provision of food and/or Nutritional Supplements by someone other than a registered dietician should be reported in the Food Bank/Home Delivered Meals service category.
- xxiv. *Referral for Health Care/Supportive Services* is the act of directing a client to a service in person or in writing, by telephone, or other type of communication. These services are provided outside of an Outpatient/Ambulatory Medical Care, Medical Case Management, or Non-Medical Case Management service visit. Referrals for health care/supportive services provided by outpatient/ambulatory medical care providers should be reported under the outpatient/ambulatory medical care service category. Referrals for health care/supportive services provided by case managers, (medical and non-medical) should be reported in the appropriate case management service

category – i.e. Medical Case Management or Non-medical Case Management.

- xxv. *Hospice services* are end-of-life care provided to clients in the terminal stages of an illness. It includes room, board, nursing care, counseling, physician services, and palliative therapeutics. Services may be provided in a residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice services. A physician must certify that a patient is terminal, defined under Medicaid hospice regulations as having a life expectancy of six months or less. Counseling services provided in the context of hospice care must be consistent with the definition of mental health counseling. Palliative therapies must be consistent with those covered under respective State Medicaid Programs.
- xxvi. *Medical Transportation services* include conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.
- xxvii. *Treatment Adherence Counseling services* includes counseling or special programs provided outside of a medical case management or outpatient/ambulatory medical care visit by non-medical personnel to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Treatment Adherence Counseling provided during an outpatient/ambulatory care service visit should be reported under the Outpatient/Ambulatory Medical Care service category. Likewise, Treatment Adherence Counseling provided during a medical case management visit should be reported in the Medical Case Management service category.
- xxviii. *Linguistics Services* include interpretation (oral) and translation (written) services, provided by qualified individuals as a component of HIV service delivery between the provider and the client when such services are necessary to facilitate communications between the provider and client and/or support the delivery of Ryan White eligible services.

b. Child Care for Eligible Individuals

- i. *Ryan White funds shall only be used for childcare services and are an allowable support service for children of HIV-*

positive clients while the clients attend medical or other appointments or Ryan White HIV/AIDS Program related meetings, groups or training. More specifically, funds may be used to provide Child Care Services in these instances:

1. To support a licensed or registered child care provider to deliver intermittent care that will enable an HIV positive adult or child to secure needed medical or support services, or to participate in Ryan White HIV/AIDS Program related activities described above;
 2. To support a licensed or registered provider for child care to infected or non-infected children which enables an infected adult to secure needed medical or support services.
- ii. Where no licensed or registered provider of child care exists, funds may be used to support informal child care provided by a neighbor, family member, or other person which enables an infected adult to secure needed medical or support services (with the understanding that existing federal restrictions prohibit giving cash to individuals to pay for these services).
 - iii. In the event that the Regional Subrecipient allocates funds for child care of the type described in Paragraph XII (H)(3)(b)(2) above, it shall limit such allocations and carefully monitor expenses to ensure compliance with the prohibition on direct payments to eligible individuals. Such arrangements may also raise liability issues surrounding the provision of child care by a non-licensed or non-registered provider. Therefore, the Regional Subrecipient should carefully weigh liability issues in the allocation and decision-making process.

c. Emergency Assistance for Eligible Individuals

- i. Ryan White funds may be used to support emergency financial assistance (EFA). The Regional Subrecipient or Coalition, in making allocations to the service categories of short-term payment for essential utilities, food and medication assistance may specify that some portion of an allocation is to be used for emergency assistance. Alternatively, the Regional Subrecipient or Coalition may establish a separate category of emergency assistance in

their priority setting processes. In such cases, however, the decision-makers must deliberately and clearly delineate what part of the overall allocation to emergency assistance is obligated to short-term payment for essential utilities, food and medication assistance. The Regional Subrecipient must carefully monitor expenditures within a category of “emergency assistance” to ensure that the planned amounts for more specific services are being implemented, or to indicate when re-allocations may be necessary.

- ii. The Regional Subrecipient shall develop standard limitations on the Ryan White HIV/AIDS Program funded provision of emergency assistance to eligible individuals/households and mandate their consistent application by all Program Subrecipients. It is expected that all other sources of funding in the community for emergency assistance will be effectively utilized and that any allocation of Ryan White HIV/AIDS Program funds to these purposes will be the payer-of-last-resort, and for limited amounts, limited use and limited periods of time. All other sources of funding in the community for emergency assistance services shall be used before using funds under this Grant Agreement. Any funds allocated under this Grant Agreement to those purposes shall be for limited amounts, limited use and limited periods of time. Continuous provision of an allowable service to a client should be reported in the applicable service category.

d. Pastoral Counseling for Eligible Individuals

The Regional Subrecipient shall only use funds under this Grant Agreement for pastoral counseling services that may be used to provide “Psychosocial Support Services” that include pastoral care/counseling services provided the pastoral counseling is provided by an institutional pastoral care program (e.g. components of AIDS interfaith networks, separately incorporated pastoral care and counseling centers or as a component of services provided by a licensed provider, such as home care or hospice provider). Programs are to be licensed or accredited wherever such licensure or accreditation is either required or available. In addition, Ryan White HIV/AIDS Program funded pastoral counseling MUST be available to all individuals eligible for Ryan White HIV/AIDS Program services regardless of their religious or denominational affiliation.

e. Recreational and Social Activities for Eligible Individuals

The Regional Subrecipient may use funds provided under this Grant Agreement for recreational and social activities as part of a Child Care or Respite Care support service provided in a licensed or certified provider setting, including drop-in centers in primary or satellite facilities. No funds under this Grant Agreement shall be used for off-premise social or recreational activities or pay for a client's gym membership.

f. Vision Care for Eligible Individuals

Ryan White HIV/AIDS Program funds may be used for Outpatient/Ambulatory Medical Care (health services), which is a core medical service, that includes specialty ophthalmic and optometric services rendered by licensed providers.

Funds may also be used for Rehabilitation Services that include low-vision training by licensed providers or authorized professionals.

g. Respite Care

The Regional Subrecipient shall only use funds under this Grant Agreement for respite care as it may be used for periodic respite care in community or home-based settings that includes non-medical assistance designed to provide care for an HIV infected client in order to relieve the primary caregiver who is responsible for the day-to-day care of an adult or minor living with HIV/AIDS.

In those cases where funds are allocated for home-based respite care, such allocations should be carefully monitored to assure compliance with the prohibition on direct payments to eligible individuals. Such arrangements may also raise liability issues for the funding source which should be carefully weighed in the decision-making process.

h. Health Insurance Co-payments and Deductibles

The Regional Subrecipient shall only use funds under this Grant Agreement as the payer of last resort to cover the cost of public or private health insurance premiums, as well as the insurance deductible and co-payments for eligible low-income HIV positive individuals.

Use the 300% Federal Poverty Guidelines to determine eligibility for Ryan White Part B assistance with health insurance premiums,

co-payments and deductibles. The exception is that the Ryan White HIV/AIDS Part B Program funds may NOT be used to cover a client’s Medicare Part D “true out of pocket” (i.e. TROOP or donut hole) costs. The federally defined poverty level, effective January 25, 2016, is indicated in the following table. Any further update of these guidelines by the Federal government shall be incorporated herein by reference and control upon their effective date as published in the *Federal Register* (<https://www.federalregister.gov/>).

Size of Family Unit	Percent of Poverty Level and Annual Income	
	100%	300%
1	\$11,880	\$35,640
2	\$16,020	\$48,060
3	\$20,160	\$60,480
4	\$24,300	\$72,900
5	\$28,440	\$85,320
6	\$32,580	\$97,740
7	\$36,730	\$110,190
8	\$40,890	\$122,670
For Each Additional Member, Add:	\$4,160	

i. Hospice Care

The Regional Subrecipient shall only use funds under this Grant Agreement to pay for hospice care by providers licensed in the Commonwealth of Pennsylvania. Hospice services may be provided to HIV-infected persons in a home or other residential setting, including a non-acute care section of a hospital that has been designated and staffed to provide hospice care to terminal patients. A physician must certify that the HIV-infected patient is terminal, defined under Medicaid hospice regulations as having a life expectancy of six months or less. Counseling services provided in the context of hospice care must be consistent with the definition of mental health counseling. Palliative therapies must be consistent with those covered under the Pennsylvania Medicaid Program.

j. Medical Transportation Services

The Regional Subrecipient shall only use funds under this Grant Agreement to provide transportation services for HIV-infected individuals to access HIV-related health services, including services needed to maintain the client in HIV/AIDS medical care. Transportation shall be provided by Grant Agreement with a

provider of such services; voucher or token systems; mileage reimbursement that enables individuals to travel to needed medical or other support services may be supported with Ryan White HIV/AIDS Program funds, but should not in any case exceed established rates for Federal Programs. Federal Joint Travel Regulations provide further guidance on this subject; use of volunteer drivers (through use of programs with insurance and other liability issues specifically addressed); or purchase or lease of organizational vehicles for client transportation programs. (See also Maintenance of Privately Owned Vehicles).

k. Water Filters

The Regional Subrecipient shall only use funds under this Grant Agreement to purchase water filtration/purification devices (either portable filter/pitcher combinations or filters attached to a single water tap) in communities and areas where recurrent problems with water purity exist. Such devices (including their replacement filter cartridges) shall meet National Sanitation Foundation standards for absolute cyst removal of particles less than one micron. The Regional Subrecipient shall not use funds under this Grant Agreement for the installation of permanent systems for filtration of all water entering a private residence. Funds may NOT be used for household appliances, pet foods or other non-essential products.

l. HIV Diagnostics and Laboratory Tests Policy

The Regional Subrecipient shall only use Ryan White funds under this Grant Agreement for support of diagnostic and laboratory tests integral to the treatment of HIV infection and related complications (for example, but not limited to, CD4 counts, viral load tests, genotype assays) under the following conditions:

- i. The tests are consistent with medical and laboratory standards as established by scientific evidence and supported by professional panels, associations, or organizations. Types of standards include, but not limited to: U.S. Public Health Services Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents, U.S. Public Health Service Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection, and standards supported by professional associations, such as the Infectious Disease Society of America, American Medical Association, American Pediatric Association, and American College of Obstetricians and Gynecologists.

- ii. Such diagnostic and laboratory tests (1) are approved by the FDA, when required under the FDA Medical Devices Act; (2) are performed in an approved Clinical Laboratory Improvement Amendments of 1988 (CLIA) certified laboratory or State-exempt laboratory.
- iii. Such diagnostic and laboratory tests (1) are ordered by a registered, certified, or licensed medical provider and (2) are necessary and appropriate based on established clinical practice standards as listed above, and professional clinical judgment.

m. Housing Services

The Regional Subrecipient shall only use Ryan White funds under this Grant Agreement for the following housing expenditures:

- i. Housing referral services defined as assessment, search, placement, and advocacy services shall be provided by case managers or other professionals who possess a comprehensive knowledge of local, State, and Federal housing programs and how they can be accessed.
- ii. Short-term emergency housing defined as necessary to gain or maintain access to medical care and shall be related to either:
 - 1. Housing services that include some type of medical or supportive service including, but not limited to, residential substance abuse or mental health services (not including facilities classified as an Institute of Mental Diseases under Medicaid), residential foster care, and assisted living residential services, or
 - 2. Housing services that do not provide direct medical or supportive services but are essential for an individual or family to gain or maintain access and compliance with HIV-related medical care and treatment. Necessity of housing services for purposes of medical care shall be certified or documented in writing.
 - 3. Short-term or emergency assistance is understood as transitional in nature and for purposes of moving or

maintaining an individual or family in a long-term, stable living situation. Thus, such assistance shall not be permanent and shall be accompanied by a written strategy, to which the recipient agrees, to identify, relocate, and/or ensure the individual or family is moved to, or capable of maintaining, a long-term, stable living situation.

4. Ryan White funds under this Grant Agreement shall not be used for mortgage payments. The Regional Subrecipient and any Program Subrecipient using Ryan White funds for housing under this Grant Agreement shall document in client records, the coordination of such funds with other local, State, and Federal funds, in a manner prescribed by, or deemed acceptable by, the Department.

- I. No funds from this Grant Agreement shall be used to make direct payments of cash to recipients of services. Where direct provision of the service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service or commodity (e.g., food or transportation), shall be used to meet the need for such services. Voucher programs shall be administered in a fashion that assures that vouchers cannot be readily converted to cash.

Ryan White funds **shall not** be used to support the following activities or services:

1. Clinical Trials

Ryan White funds shall not be used to support the costs of operating clinical trials of investigational agents or treatments (to include administrative management, medical monitoring of patients). Funds may, however, be used to support clinical costs (exclusive of pharmaceuticals) of expanded access or compassionate use programs where efficacy data exists and where Food and Drug Administration (FDA) has authorized such expanded use. Funds may also be used to support participation in clinical trials, and in expanded access and compassionate use programs. FDA initiated expanded access programs in 1989 as a mechanism for making promising new treatments available for those persons with life threatening diseases and no other treatment options. Compassionate use programs are a product of pharmaceutical companies that make investigational new pharmaceuticals available for the same persons. Pharmaceutical companies sponsor both expanded access and compassionate use programs.

2. Funeral and Burial Expenses

The Regional Subrecipient shall not use funds provided under this Grant Agreement for funeral, burial, cremation, or related expenses.

3. Legal Services

The Regional Subrecipient shall not use funds provided under this Grant Agreement for any criminal defense, or for class action suits unrelated to access to services eligible for funding under this Grant Agreement. Further, the Regional Subrecipient shall not use any funds under this Grant Agreement in any matter or action against the Commonwealth, including the Department. Within the limitations as stated within this paragraph, the Regional Subrecipient may use funds for certain legal services directly necessitated by an individual's HIV/AIDS serostatus. These include:

- a. Preparation of Powers of Attorney, Living Wills;
- b. Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under this Grant Agreement. It does not include any legal services that arrange for guardianship or adoption of children after the death of their normal caregiver.

4. Maintenance of Privately Owned Vehicles

The Regional Subrecipient shall not use funds provided under this Grant Agreement for direct maintenance expense (fuel, oils, tires, repairs) 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. Mileage reimbursement that enables individuals to travel to needed medical or other support services may be supported with funds under this Grant Agreement in accordance with the Coalition Operations Manual and the Commonwealth Travel and Subsistence Rates (Rev. 1/13) of this Grant Agreement.

5. Property Taxes

The Regional Subrecipient shall not use funds provided under this Grant Agreement to pay local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied).

6. Substance Abuse Treatment for Eligible Individuals

- a. Outpatient Substance Abuse Treatment Services: The Regional Subrecipient shall only use funds provided under this Grant Agreement for certain outpatient drug or alcohol substance abuse treatment, including expanded HIV-specific capacity of programs if timely access to treatment and counseling is not available, must be rendered by a physician or provided under the supervision of a physician or other qualified/licensed personnel. Such services shall be limited to:
 - i. The pre-treatment program of recovery readiness;
 - ii. Harm reduction;
 - iii. Mental health counseling to reduce depression, anxiety, and other disorders associated with substance abuse;
 - iv. Outpatient drug-free treatment and counseling;
 - v. Opiate Assisted Therapy;
 - vi. Neuropsychiatric pharmaceuticals; and
 - vii. Relapse prevention.
- b. The Regional Subrecipient shall not use funds provided under this Grant Agreement to support needle exchange programs.
- c. Residential Substance Abuse Treatment Services: The Regional Subrecipient shall only use funds under this Grant Agreement for residential substance abuse treatment programs, including expanded HIV-specific capacity of programs if timely access to treatment is not available. The following limitations apply to use of funds under this Grant Agreement for residential services:
 - i. The Regional Subrecipient shall not use funds provided under this Grant Agreement for inpatient hospital detoxification. However, if detoxification is offered in a separate licensed residential setting (including separately licensed detoxification facility within the walls of a hospital); funds may be used for this activity.
 - ii. If the residential treatment service is in a facility that primarily provides inpatient medical or psychiatric care, the

component providing the drug and/or alcohol treatment must be separately licensed for that purpose.

7. Employment and Employment-Readiness Services

The Regional Subrecipient shall NOT use funds provided under this Grant Agreement to support employment, vocational rehabilitation, or employment-readiness services. However, funds may be used to pay for occupational therapy as a component of allowable Rehabilitation Services.

8. Outreach

The Regional Subrecipient shall not use Ryan White funds provided under this Grant Agreement for outreach programs that exclusively promote HIV counseling and testing, or have as their purpose HIV prevention education. Additionally, the Regional Subrecipient shall not use Ryan White funds provided under this Grant Agreement to support broad-scope awareness about HIV services targeting the general public.

The Regional Subrecipient shall only use Ryan White funds under this Grant Agreement for outreach programs which have as their principal purpose identifying people with HIV disease so that they become aware of and may be enrolled in care and treatment services.

The Regional Subrecipient shall only use funds under this Grant Agreement to support outreach programs which are a priority as determined by the Coalition and which meet the following criteria:

- a. The program is planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort;
- b. The program is targeted to populations known through local epidemiological data to be at disproportionate risk for HIV infection;
- c. The program is conducted at times and in places where there is a high probability that HIV-infected individuals will be reached;
- d. The program is designed with quantified program reporting which accommodates local effectiveness evaluation.

The Regional Subrecipient shall further only use Ryan White funds for outreach through directories of services and similar resources to aid consumers in making the most effective use of available services.

9. Clothing

The Regional Subrecipient shall not use funds under this Grant Agreement for the purchase of clothing.

Sharedrive: 17-18 subgrants/Appendix D
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