

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 AGREEMENT BETWEEN AIDSNET

AND

NAME OF 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 **Number**, 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 purpose of this Sub-grant Agreement by the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as “the Department,” and this Sub-grant Agreement is contingent upon appropriation and receipt of such funds; and

WHEREAS, the Program Subrecipient has submitted an application to the Regional Subrecipient to serve as a HIV care and/or prevention provider; 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; 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, 2018, through June 30, 2020, and to provide those services in the AIDSNET region; 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, 2018, through June 30, 2020, 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 \$.

In the event that there is a reduction in the availability of state or Federal funds, including the elimination of all state or Federal funding, the Regional Subrecipient may reduce the amount of funds available in this Sub-grant Agreement through a funding reduction change order (FRCO). The FRCO shall include a revised Budget reflecting the changes to the funding included in the original Sub-grant Agreement. If necessary, the FRCO shall also include a revised Work Statement showing any reduction in work resulting from the funding reduction or elimination. The FRCO shall require no signatures other than those of the Agency Head and the Comptroller.

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.

\$	Rebate Funds (Federal)
\$	Housing Opportunities for Persons with AIDS Funds (Federal)
\$	Prevention Funds (State)

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. 2/15)**
- 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 Program Subrecipient's application and this Sub-grant Agreement, the order of precedence shall be first, this Sub-grant Agreement and second, 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. DEFAULT AND TERMINATION

The Default and Termination clause as set forth in Paragraph 27 of the Standard General Terms and Conditions (Rev. 2/15), which are incorporated by reference to this document, shall apply to this Sub-grant Agreement.

XIV. 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.

XV. 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.

Appendix A

WORK STATEMENT

I. INTRODUCTION

- A. This Sub-Grant Agreement provides state and federal funding for the period of July 1, 2018, through June 30, 2020, to partially support the operation of the Program Subrecipient and to provide funding to the Program Subrecipient for one or more of the following services: (1) care and supportive services to persons infected with or affected by HIV disease; (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 disease. Federal Ryan White Part B funds and all funds for Ryan White eligible services are to be utilized as a payer of last resort.
- B. These services shall be provided by the Program Subrecipient within the Regional Subrecipient's region with funding from the Regional Subrecipient. The Regional Subrecipient's region consists of the following counties: Berks, Carbon, Lehigh, Monroe, Northampton and Schuylkill.
- C. 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, 2018 through June 30, 2020.
- D. In addition to the requirements set out in the Boilerplate of this Sub-grant Agreement, the Program Subrecipient shall do the following as set out in 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. Ensure compliance with The Confidentiality of HIV-Related Information Act. 35 P.S. §§ 7601 et seq.
- D. If applicable, provide case management activities to ensure that individuals infected with or affected by HIV disease receive appropriate and coordinated services as outlined in this Sub-grant Agreement.
- E. The Program Subrecipient shall ensure that there is an adequate mechanism for stakeholder input, including input from consumers of services.
- F. Prepare for audits, and arrange for the presentation of accurate fiscal reports to the Regional Subrecipient 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. **An audit of the unit-cost rate for each Regional Subrecipient-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.
- G. Prepare for on-site monitoring visits conducted by the Regional Subrecipient. Regional Subrecipient shall conduct on-site monitoring visits quarterly (type of monitoring to be determined by the DOH) , as well as a comprehensive on-site monitoring annually, throughout the term of this Sub-grant Agreement to review Program Subrecipient's compliance with Sub-grant terms. As part of the monitoring requirement, the Regional Subrecipient shall identify Sub-grant compliance problems, any need for technical assistance to the Program Subrecipient, and the corrective actions that must be taken to address those identified problems and needs.
- H. Regional Subrecipient shall reimburse Program Subrecipient for the actual costs for the delivery of services. The Program Subrecipient shall establish unit cost measures for services and ensure the components of the unit costs are allowable, include all expenses associated with the delivery of a service, and do not include administrative expenses. The Program Subrecipient shall maintain record of unit cost calculations and make such documentation available for review upon request by the Regional Subrecipient. Reimbursement shall be based on actual expenses.
- I. Ensure that all Sub-grant funds are spent in compliance with current Federal Office of Management and Budget (OMB) cost principles.
- J. The Program Subrecipient shall ensure that there is an adequate mechanism for stakeholder input, including input from consumers of services.

- K. 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.
- L. 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.
- M. The Program Subrecipient is required to provide reports produced from the CAREWare Database as determined by the Department or the Regional Subrecipient.
- N. Program Subrecipients who receive Ryan White funding and funding for Ryan White eligible services are required to screen clients and collect supporting documentation to certify their eligibility for Ryan White eligible services based on standards of HIV positive diagnosis, identity, residence, insurance status and income as determined by the Department.
 - 1. The Program Subrecipient is required to use the Ryan White Part B Payer of Last Resort Client Certification Form provided by the Department or a form that is approved by the Department.
 - 2. 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 as directed.
 - 3. The Program Subrecipient is required to refer clients deemed ineligible for Ryan White funded services to a provider who may be able to offer services if the Program Subrecipient is not able to support services for those clients through alternative means.
 - 4. The Program Subrecipient is required in cases where the Program Subrecipient is not able to provide services to an eligible client to refer that client to another provider of Ryan White-funded HIV services that is accessible to that client.

III. REPORTING REQUIREMENTS

- A. The Program Subrecipient shall submit the following reports (denoted with an “x”):
 - The original monthly invoicing forms and supporting documentation (includes CAREWare monthly Financial Report, if applicable) due no later than the 5th day of each month

- Upload to the PA DOH, Division of HIV server a PDI Data Transfer, due no later than August 15, November 15, February 14, and May 15
- Email copy of Prevention Data Tracking Spreadsheet to the Regional Subrecipient Program Manager, due no later than the 5th day of each month
- Email a copy of the quarterly prevention narratives: Administrative Comments, Community Linkages, and Intervention Details to the Regional Subrecipient Program Manager, due no later than the 15th day of the month following the end of the quarter (October 15, January 15, April 15, July 15)
- Email a copy of the bi-monthly Performance Measures CAREWare Export to the Regional Subrecipient Program Manager due no later than the 10th day of every other month (August 10, October 10, December 10, etc.)
- Fax one (1) copy of CAREWare Financial Report of the mid-year Ryan White Part B HIV/AIDS Program Data Report (includes the Bi-annual Implementation/Progress Report). Regional Subrecipient 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 (includes the Annual Implementation/Progress Report). Regional Subrecipient 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 in February/March or as requested by DOH.
- Email a copy of an annual Quality Management Plan to the Regional Subrecipient Program Manager, due no later than September 1
- Email a copy of an updated annual Quality Management Plan to the Regional Subrecipient Program Manager, due no later than March 1
- Email a copy of the Quality Improvement (QI) Project mid-year update report (or Regional Subrecipient approved equivalent reporting documentation) for each QI project, due no later than January 15
- Email a copy of the Quality Improvement (QI) Project year-end update report (or Regional Subrecipient approved equivalent reporting documentation) for each QI project, due no later than July 15
- Email a copy of the Annual HOPWA Consolidated Annual Performance and Evaluation Report (CAPER), due no later than January 15.

- Note: 1. CAREWare reporting requirements may change due to periodic updates to CAREWare.
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 or Program Manager 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, 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 Program Subrecipient 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.

Research Based HIV Interventions and Strategy Definitions

Biomedical Interventions	Biomedical Interventions – interventions using medical, clinical, and public health approaches designed to moderate biological and physiological factors to prevent HIV infection, reduce susceptibility to HIV and/or decrease HIV infectiousness.
Public Health Strategies	Public Health Strategies - are time tested protocols used by public health practitioners in the prevention, screening, diagnostic, or treatment processes for HIV/ AIDS prevention.
Behavioral Interventions	Behavioral Interventions - interventions intended to teach skills and strategies demonstrated to influence changes in the behaviors that place persons at risk for STD or HIV infection
Structural Interventions	Structural interventions - interventions designed to implement or change laws, policies, physical structures, social or organizational structures, or standard operating procedures to affect environmental or societal change.

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 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. 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.
- D. 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.

- E. 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.
- F. 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, 2019, for fiscal year 2018-2019 and by July 6, 2020, for fiscal year 2019-2020.
- G. 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 D, E and F 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.
- B. Increases in total Sub-Grant amount of more than 10% of the original allocation, or the addition of new services, shall require a formal signed amendment to this Sub-Grant Agreement.

Sharedrive: 18-20 subgrants/appendix B payment provisions
Revised 5/8/18

Appendix D

PROGRAM SPECIFIC PROVISIONS

I. UTILIZATION OF FUNDS

Funds for Ryan White eligible services shall not be utilized for any prevention services defined in Appendix A, Work Statement, Attachment 1 (Research Based HIV Interventions and Strategy Definitions). All Ryan White requirements apply to funds for Ryan White eligible services.

II. MANUALS AND DATABASES

The Program Subrecipient shall fulfill the terms of this Sub-grant Agreement in accordance with the provisions of the Division of HIV Disease Housing Opportunities for Persons With AIDS Manual, (hereinafter referred to as “HOPWA Manual”), CAREWare Database (or any other database determined by the Department) and the Pennsylvania Ryan White Part B Program Service Standards (hereinafter referred to as the “Service Standards”), the Ryan White CARE Act Part B Manual (hereinafter referred to as “the Part B Manual”), any updates or revisions to these documents. The HOPWA Manual, CAREWare Database, the Service Standards, the Part B Manual, and any updates or revisions to these documents are incorporated into this Sub-grant Agreement by reference. The Program Subrecipient acknowledges having previously received a copy of these documents.

III. STANDARDS

Upon receipt of the funds that are the subject of this Sub-grant Agreement, the Program Subrecipient 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 programs and services. Such pertinent provisions include, but are not limited to, the following:

- A. The Program Subrecipient shall provide services in accordance with the provisions of the Ryan White Comprehensive AIDS Resource Emergency (CARE) Act of 1990, 42 U.S.C. §§ 300ff-21 et seq., as amended. The Program Subrecipient providing services under this Sub-grant Agreement, shall do so in accordance with 42 U.S.C. §§ 12901 et seq. and the provisions of 24 C.F.R. Part 574.
 - 1. The Program Subrecipient shall cooperate fully with the Regional Subrecipient and 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

Sub-grant Agreement, including its Appendix B, Payment Provisions, and Audit Requirements, which are incorporated by reference to this document, and the HOPWA Manual. Both are incorporated herein by reference and the Program Subrecipient acknowledges having a copy of the manuals. Program Subrecipients that do not meet the threshold for an A-133 audit, shall complete a program-specific audit. Said audit shall be done in accordance with the program-specific audit reporting requirements that are incorporated into the agreement

2. The Program Subrecipient 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., cooperate fully 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 Sub-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 Sub-grant Agreement.
- B. The Program Subrecipient shall not, pursuant to 42 U.S.C. § 300ff-27(b)(3)(F), use Sub-grant Agreement funds 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 Program Subrecipient shall not, pursuant to 42 U.S.C. § 300ff-1 and 35 P.S. §§ 780-101 et seq., use the funds provided under this Sub-grant Agreement to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs. No funds under this Sub-grant Agreement shall be used to support a needle exchange program.
- D. The Program Subrecipient shall ensure that under no circumstances shall funds from this Sub-grant Agreement be used to make direct payments to clients.
- E. The Program Subrecipient shall only charge a client pursuant to a sliding fee scale for services provided under this Sub-grant Agreement with funding from the Ryan White CARE Act, supra, and funding for Ryan White eligible services. The Program Subrecipient shall make the sliding fee scale available to the public. 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 with funds for Ryan White eligible services under this Sub-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.
 2. The 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.
 3. The Program Subrecipient shall require written certification from the client that the annual gross salary information provided by the client is accurate.
- F. The Program Subrecipient shall provide HIV-related health care and support services 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 Program Subrecipient shall provide services in a setting that is accessible to low-income individuals with HIV disease.
- H. The Program Subrecipient shall engage in outreach to low-income individuals with HIV disease to inform such individuals of available services.
- I. The Program Subrecipient shall ensure that written referral agreements are in place between the Program Subrecipient and agencies within the Program Subrecipient’s region of service that conduct HIV testing. Such agreements shall assure that eligible clients are linked to HIV care within the prescribed timeframe after receiving positive test results.
- J. The Regional Subrecipient and all Program Subrecipient shall use a percentage of the funds received under this Sub-grant Agreement to provide health and support services to women, infants, children, youth, and families with HIV disease. The percentage shall be the ratio of the population of women, infants, children and youth with HIV in the region to the general population in the Regional Subrecipient’s region of service with HIV disease.
- K. The Regional Subrecipient certifies that the Federal funds to be used under this Sub-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. §§ 12901 et seq. and 24 C.F.R. § 574.400, as well as funds for Ryan White eligible services, 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 Sub-grant Agreement are not already available without cost.

- L. All Program Subrecipients under this Sub-grant Agreement providing HOPWA Program short-term rent, mortgage or utility (STRMU) payments to clients shall also evaluate the client's overall living situation and determine if there is a need to assist them with tenant-based rental assistance rather than continued STRMU assistance in the future in order to prevent homelessness and enable clients to stabilize their housing situation.

IV. POLICY INTERPRETATIONS ON THE USE OF FUNDS

The Program Subrecipient shall comply with any policy interpretation provided by the Health Resources and Services Administration (HRSA) on the use of any funding for Ryan White eligible services, 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 Regional Subrecipient will notify the Program 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 Regional Subrecipient's written notice.

V. INTEREST OF THE PROGRAM SUBRECIPIENT

- A. The Program 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 Program Subrecipient further covenants that in the performance of this Sub-grant Agreement, it shall not knowingly employ any person having such adverse interest. The Program Subrecipient further certifies that no member of the board of the Program Subrecipient or any of its officers or directors or any individuals, including but not limited to committees and work groups whose responsibilities include making decisions in any way related to funding under this Sub-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 Program 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 Program Subrecipient) with:

1. A member of the governing body or Board of Directors, whose responsibilities include making decisions in any way related to funding under this Sub-grant Agreement or subsequent Subgrants, or a member of his/her immediate family.
 2. An employee of the Program Subrecipient, whose responsibilities include making decisions in any way related to funding under this Sub-grant Agreement or subsequent Subgrants, or any member of his/her immediate family.
 3. A company, corporation, or any organization which operates either for-profit or not-for-profit, in which any person listed in Paragraphs C1, or C2, 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, the Program Subrecipient further agrees to comply with the conflict of interest provisions at 24 C.F.R. § 574.625.

The provisions of this Paragraph VI supersede the language of Paragraph 26 (Interest of Grantee) of the Standard General Terms and Conditions, which are incorporated by reference to this document.

VI. INSURANCE (PROGRAM SUBRECIPIENT REQUIREMENTS)

- A. The Program Subrecipient shall be considered as an independent Program Subrecipient under this Sub-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 Program Subrecipient who have financial responsibilities related to the receipt and disbursement of funding under this Sub-grant Agreement shall be covered by a fidelity bond adequate to protect the Department, the Regional Subrecipient and the Program 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 and the Regional Subrecipient as co-insureds.
- B. The Program Subrecipient may fulfill its responsibility under this Paragraph VII 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 Program Subrecipient having self-insured status, benefits paid by the Program Subrecipient are not reimbursable by the Department or the Regional Subrecipient under the terms of this Sub-grant Agreement without prior written approval from the Department. The 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 Sub-grant Agreement.

- C. The Regional Subrecipient shall require that Sub-grants 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 Sub-grant Agreement, for Program Subrecipient service costs below \$10,000 during the Sub-grant Agreement period; 2) Subgrants for consultants, commodities or training.
- D. This paragraph VIII supplements Paragraph 4 (Independent Contractor) of the Standard General Terms and Conditions which are incorporated by reference to this document.

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

- A. The Program Subrecipient shall comply with all federal debarment regulations set forth at 45 C.F.R. Part 76 et seq.
- B. The Program Subrecipient shall promptly notify the Regional Subrecipient of Program Subrecipient'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.

This Paragraph VIII supplements Paragraph 41 (Contractor Responsibility Provisions) of the Standard General Terms and Conditions which are incorporated by reference to this document.

VIII. NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The following language replaces Paragraph 35 of the Standard General Terms and Conditions (Rev. 2/15) in its entirety: The Program Subrecipient agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Sub-grant Agreement the Program Subrecipient, or any person acting on behalf of the Program Subrecipient, shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act*

(PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- B. The Program Subrecipient, or any person on their behalf, shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.
- C. The Program Subrecipient shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Sub-grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Program Subrecipient represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Program Subrecipient further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. The Program Subrecipient shall, upon request and within the time periods requested by the Regional Subrecipient or the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- E. The Program Subrecipient’s obligations pursuant to these provisions are ongoing from and after the effective date of the Sub-grant Agreement through the termination date thereof. Accordingly, the Program Subrecipient shall have an obligation to inform the Regional Subrecipient if, at any time during the term of the Sub-grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- F. The Regional Subrecipient may cancel or terminate the Sub-grant Agreement, and all money due or to become due under the Sub-grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual

Harassment Clause. In addition, the Regional Subrecipient may proceed with debarment or suspension and may place the Program Subrecipient in the Contractor Responsibility File.

IX. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT

The following language replaces Paragraph 36 of the Standard General Terms and Conditions (Rev. 2/15) in its entirety: The Program Subrecipient agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Sub-grant, the Program Subrecipient, or any person acting on behalf of the Program Subrecipient, shall not, by reason of religion, age, gender, sexual orientation, gender identity or expression, handicap or national origin discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Program Subrecipient or any person on their behalf shall in any manner discriminate against or intimidate any of its employees on account of religion, age, gender, sexual orientation, gender identity or expression, handicap or national origin.
- C. The Program Subrecipient shall not discriminate by reason of religion, age, handicap, or national origin against any contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Program Subrecipient shall ensure that any services or benefits available to the public or other third parties by way of this Sub-grant shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act and The Age Discrimination Act of 1975 as well as applicable provisions of the Omnibus Reconciliation Act of 1981.
- E. The Program Subrecipient shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Additional Provisions relating to Nondiscrimination/Sexual Harassment Clause. If the Program Subrecipient does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Diversity, Inclusion and Small Business Opportunities.

- F. The Regional Subrecipient or the Commonwealth may cancel or terminate the Sub-grant agreement and all money due or to become due under the Sub-grant agreement may be forfeited for a violating of the terms and conditions of this Section XI, Additional Provisions Relating to Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Program Subrecipient in the Contractor Responsibility File.

X. CONFIDENTIALITY PROVISIONS

The Program Subrecipient shall maintain the confidentiality of individual client HIV disease related records and information contained in them in accordance with the Confidentiality of HIV-Related Information Act, 35 P.S. Section 7601 et seq. (“Act 148”) 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. § 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 XI supplements Paragraph 23 (Confidentiality, Sensitive Documents and Information) of the Standard General Terms and Conditions which are incorporated by reference to this document.

XI. FUNDING LIMITATIONS

- A. The Program Subrecipient shall comply, with the funding limitations described in this Appendix D, Paragraph XII. 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 Sub-grant Agreement. Services defined in this Paragraph XII are not applicable to this Sub-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 Sub-grant Agreement, is the provision of services to persons infected with HIV and those who have clinically defined AIDS. The Program Subrecipient shall verify the HIV status and document the eligibility of all clients who receive Ryan White eligible services.
- C. The Program Subrecipient shall use funds for Ryan White eligible services provided under this Sub-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. Examples include

caregiver 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 disease.

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 disease. 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 caregivers to manage the stress and loss associated with HIV disease.
- D. The following services may be provided to HIV-affected persons if they have been budgeted for under this Sub-grant Agreement, in accordance with the provisions of this entire Sub-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 Program 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. In the case of services being supported in violation of an existing federal policy (e.g. payment of home mortgages), the use of funds for Ryan White eligible services must be terminated immediately. The Regional Subrecipient or the Department may require Program Subrecipient to return already-spent funds to the Regional Subrecipient or the Department.
- F. The Program Subrecipient shall make reasonable efforts to secure other funding to use in providing services instead of funds under this Sub-grant Agreement whenever possible. In support of this intent, it is an appropriate use of funds under this Sub-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 programs, or private sector funding, etc.) is aggressively and consistently pursued. If funds other than the funds under this Sub-grant Agreement are available or can be attained, those funds must be used.

- G. The Program Subrecipient shall not use funds under this Sub-grant Agreement for professional licensure or to meet program licensure requirements. Funds for Ryan White eligible services provided under this Sub-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. The Program Subrecipient must submit requests to the Regional Subrecipient for and receive prior written approval from the Department for any out of region and out of state travel that would be supported by this agreement. The Regional Subrecipient shall review the request for fiscal and programmatic appropriateness before forwarding it to the Department.
- H. All travel funded by this Sub-grant must be in accordance with Commonwealth of PA travel guidance.
- I. Allowable Use of Funds for Ryan White Eligible Discretely Defined Categories of Services

The Program Subrecipient shall meet the requirements for funding set out in this subparagraph (I).

- 1. All services under this Sub-grant Agreement shall directly contribute to the establishment of a continuum of care.
- 2. Funds for Ryan White eligible services shall only support HIV-related needs of eligible individuals. The Program Subrecipient shall assure that an explicit connection can be made between any service supported by funding for Ryan White eligible services, and the intended recipient's HIV status or caregiving relationship to a person with HIV disease.
- 3. Funds for Ryan White eligible services shall be used to support the following eligible services:
 - a. **Service Categories:** *(as defined in the Service Standards along with any updates. The Program Subrecipient acknowledges being familiar with such standards).*
 - i. Emergency Financial Assistance
 - ii. Food Bank, Home and Congregate Meals
 - iii. Health Education/Risk Reduction
 - iv. Health Insurance Premium and Cost Sharing Assistance
 - v. Home and Community- Based Health Services

- vi. Home Health Care
- vii. Hospice
- viii. Housing Services
- ix. Linguistic Services (Translation and Interpretation)
- x. Medical Case Management
- xi. Medical Nutrition Therapy
- xii. Medical Transportation Services
- xiii. Mental Health Services
- xiv. Non-Medical Case Management
- xv. Other Professional Services/Legal
- xvi. Oral Health Care
- xvii. Outpatient/Ambulatory Health Services
- xviii. Outreach Services
- xix. Psychosocial Support
- xx. Referral for Healthcare/ Supportive Services
- xxi. Respite Care
- xxii. Substance Abuse Services
- xxiii. Child Care Services
- xxiv. Early Intervention Services

b. Water Filters

The Program Subrecipient shall only use funds under this Sub-grant Agreement to purchase water filtration/purification devices for clients (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, which are herein incorporated by reference, along with any updates. The Program Subrecipient acknowledges being familiar with such standards. The Program Subrecipient shall not use funds under this Sub-grant Agreement for the installation of permanent systems for filtration of all water entering a private residence.

c. HIV Diagnostics and Laboratory Tests Policy

The Program Subrecipient shall only use funds provided under this Sub-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. These standards are incorporated herein by reference along with any updates, The Grantee acknowledges being familiar with such standards.
- 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.

d. Substance Abuse Treatment for Eligible Individuals

- i. Residential Substance Abuse Treatment Services: The Program Subrecipient shall only use funds under this Sub-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 Sub-grant Agreement for residential services:

- (1) The Program Subrecipient shall not use funds provided under this Sub-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.
- (2) 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.

J. Sub-grant funds shall not be used to support the following activities or services:

1. Household appliances, pet foods and other non-essential products

The Program Subrecipient shall not use funds provided under this Sub-grant Agreement for household appliances, pet foods or other non-essential products.

2. Clinical Trials

The Program Subrecipient shall not use funds provided under this Sub-grant Agreement to support the costs of operating clinical trials of investigational agents or treatments (to include administrative management, medical monitoring of patients). Funds may 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.

3. Funeral and Burial Expenses

The Program Subrecipient shall not use funds provided under this Sub-grant Agreement for funeral, burial, cremation, or related expenses.

4. Maintenance of Privately Owned Vehicles

The Program Subrecipient shall not use funds provided under this Sub-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 Sub-grant Agreement in accordance with the Commonwealth Travel and Subsistence Rates (Rev. 4/15) of this Grant Agreement.

5. Property Taxes

The Program Subrecipient shall not use funds provided under this Sub-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. Employment, and Employment-Readiness Services

The Program Subrecipient shall not use funds provided under this Sub-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.

7. Outreach

- a. The Program Subrecipient shall not use funds provided under this Sub-grant Agreement for outreach programs that exclusively promote HIV counseling and testing or have as their purpose HIV prevention education. Additionally, the Program Subrecipient shall not use funds for Ryan White eligible services provided under this Grant Agreement to support broad-scope awareness about HIV services targeting the general public.
- b. The Program Subrecipient shall only use funds provided under this Sub-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.
- c. The Program Subrecipient shall only use funds under this Sub-grant Agreement to support outreach programs that meet the following criteria:
 - i. The program is planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort;

- ii. The program is targeted to populations known through local epidemiological data to be at disproportionate risk for HIV infection;
 - iii. The program is conducted at times and in places where there is a high probability that HIV-infected individuals will be reached;
 - iv. The program is designed with quantified program reporting which accommodates local effectiveness evaluation.
- d. The Program Subrecipient shall only use funds provided under this Sub-grant Agreement for outreach through directories of services and similar resources to aid consumers in making the most effective use of available services.

8. Clothing

The Program Subrecipient shall not use funds under this Sub-grant Agreement for the purchase of clothing.

9. Capital Assets and Expenditures

The Program Subrecipient shall not use funds under this Sub-grant Agreement to purchase or improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or facility.

10. Taxes

The Program Subrecipient shall not use funds under this Sub-grant Agreement for local or state personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied).

11. Social and Recreational activities

The Program Subrecipient shall not use funds under this Sub-grant Agreement for off-premise social/recreational activities or payments for a client's gym membership.

12. Pre-Exposure Prophylaxis (PrEP)

The Program Subrecipient shall not use funds under this Sub-grant Agreement for the provision of Pre-Exposure Prophylaxis, otherwise known as PrEP.

13. Lobbying

The Program Subrecipient shall not use funds under this Sub-grant Agreement to influence or attempt to influence members of Congress or other Federal personnel.

14. Foreign Travel

The Program Subrecipient shall not use funds under this Sub-grant Agreement for foreign travel.

15. Liability Risk Pool

The Program Subrecipient shall not use funds under this grant agreement to pay any costs associated with the creation, capitalization, or administration of a liability risk pool (other than those costs paid as part of premium contributions to existing liability risk pools), or to pay any amount expended by a State under Title XIX of the Social Security Act.

16. Cash Payments

No funds from this Sub-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.