

SUBGRANT AGREEMENT BETWEEN

AIDSNET
(REGIONAL SUBRECIPIENT)

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

AND

(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 NAME

BY: _____
Signature Date

Printed Name Title

BY: _____
Signature Date

Printed Name Title

AIDSNET

BY: _____
Victoria McKinzey-Gonzalez Date
Executive Director

SERVICE PURCHASE SUBGRANT

REGIONAL SUBRECIPIENT AIDSNET 31 S Commerce Way Suite 400 Bethlehem, PA 18017 Phone: 610-882-1119 Fax: 610-954-7921		PROGRAM SUBRECIPIENT Phone:					SAP# 4100092588			
							SUB-GRANT #22-			
		EFFECTIVE DATE 7/1/2022				TERMINATION DATE 6/30/2024				
		FEDERAL I.D. NO.					SUB-GRANT NOT TO EXCEED \$3,659,224.00			
		REBATE FUNDS	EMSA HOPWA	NON EMSA HOPWA		REBATE FUNDS	EMSA HOPWA	NON EMSA HOPWA		
SUBGRANT SERVICES		7/1/22-6/30/23	7/1/22-6/30/23	7/1/22-6/30/23	FY 22-23 TOTAL	7/1/23-6/30/24 ¹	7/1/23-6/30/24 ¹	7/1/23-6/30/24 ¹	FY 23-24 TOTAL	GRAND TOTAL
Reimbursement										
Medical Case Management		\$833,399.00	\$0.00	\$0.00	\$833,399.00	\$857,764.00	\$0.00	\$0.00	\$857,764.00	\$1,691,163.00
HOPWA Case Management		\$0.00	\$144,646.00	\$2,550.00	\$147,196.00	\$0.00	\$148,676.00	\$2,550.00	\$151,226.00	\$298,422.00
Fee for Service										
These services are preauthorized based on eligibility and availability of funds up to and not to exceed the amounts shown:										
Health Insurance Premium & Cost Sharing Assistance		\$35,000.00	\$0.00	\$0.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	\$70,000.00
Housing Services		\$209,692.00	\$0.00	\$0.00	\$209,692.00	\$169,465.00	\$0.00	\$0.00	\$169,465.00	\$379,157.00
Home & Community-Based Health Services - Durable Medical Equip		\$500.00	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	\$1,000.00
Medical Transportation Services		\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$40,000.00
Emergency Financial Assistance		\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$160,000.00
Outpatient/Ambulatory Medical Care		\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$2,000.00
Housing - STRMU		\$0.00	\$16,100.00	\$2,200.00	\$18,300.00	\$0.00	\$16,100.00	\$2,200.00	\$18,300.00	\$36,600.00
Housing - TBRA		\$0.00	\$458,141.00	\$4,800.00	\$462,941.00	\$0.00	\$458,141.00	\$4,800.00	\$462,941.00	\$925,882.00
Housing - PHP		\$0.00	\$25,000.00	\$2,500.00	\$27,500.00	\$0.00	\$25,000.00	\$2,500.00	\$27,500.00	\$55,000.00
Totals		\$1,179,591.00	\$643,887.00	\$12,050.00	\$1,835,528.00	\$1,163,729.00	\$647,917.00	\$12,050.00	\$1,823,696.00	\$3,659,224.00
¹ Pending availability of funding										
REGIONAL SUBRECIPIENT APPROVAL		DATE								
Victoria McKinzey-Gonzalez										
Executive Director										

SUBGRANT AGREEMENT BETWEEN AIDSNET

AND

AGENCY NAME

THIS SUBGRANT AGREEMENT, hereinafter referred to as "Subgrant Agreement" or "Agreement," is made by and between AIDSNET, hereinafter referred to as "the Regional Subrecipient", and A G E N C Y N A M E , Federal Identification Number , hereinafter referred to as "Program Subrecipient."

WHEREAS, the parties anticipate that Federal or state funds or both pursuant to 71 P.S Section 532 will be appropriated for the purposes of this Subgrant Agreement by the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as "the Department;" and

WHEREAS, this Subgrant 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 Subgrant Agreement is to provide the Program Subrecipient with funding from the Regional Subrecipient to fund specific 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 Program Subrecipient has agreed to act as the HIV care and/or prevention education service provider for the period beginning July 1, 2022, through June 30, 2024, and to provide those services in the AIDSNET region.

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

I. SUBGRANT AGREEMENT TERM

This Subgrant Agreement shall be effective from July 1, 2022, through June 30, 2024, 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 Subgrant Agreement.

II. SUBGRANT AGREEMENT AMOUNT

Subject to the availability of funds, whether state or federal, and the other terms and conditions of this Subgrant Agreement, the Regional Subrecipient will make payments in accordance with the Subgrant Agreement payment provisions, Appendix B, the Subgrant budget (Appendix C) and the Service Purchase Subgrant, up to the maximum Subgrant Agreement amount of \$3,659,224.00.

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:

\$ 1,315,904.00 ALN 14.241, Department of Housing and Urban Development Assistant Secretary for Community Planning and Development, Housing Opportunities for Persons with AIDS, FAIN PAH20F999 Funds (Federal)

\$ 2,343,320 State Funds

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 Subgrant Agreement and the parties agree to be bound by these Appendices and Attachments:

- A. Appendix A - Work Statement and its Attachments 1 (Reporting Checklist) and 2 (Service Description)**
- B. Appendix B – Payment Provisions**
- C. Appendix C – Budget**

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>. These documents are incorporated by reference into and made a part of this Subgrant Agreement:

- A. Standard General Terms and Conditions (Rev. 2/21)**
- B. Audit Requirements (Rev. 8/18)**
- C. Commonwealth Travel and Subsistence Rates (Rev. 8/18)**
- D. Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- E. Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 1/19)**
- 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 <https://www.health.pa.gov/topics/Administrative/Pages/Contractor-Grantee.aspx>

VII. APPLICATION

In the event there is a conflict between the Program Subrecipient's application and this Subgrant Agreement, the order of precedence shall be first, this Subgrant Agreement and second, the Program Subrecipient's application.

VIII. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS

If, during the term of this Subgrant Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Subgrant 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 Subgrant 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 Subgrant 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.

IX. FUNDING REDUCTION CHANGE ORDER

In the event 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 fund available in this Subgrant Agreement through a FRCO. The FRCO shall also include a revised Budget reflecting the changes to the funding included in the original Subgrant 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 Regional Subrecipient and the Program Subrecipient.

X. DECREASE IN FUNDING

If the Regional Subrecipient determines that the Program Subrecipient is unable to spend the funding included in this Subgrant Agreement in a timely manner and that the Program Subrecipient is therefore unable to fully carry out the work required under the Subgrant Agreement in the timeframe required by the Subgrant 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.

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

The parties understand that the use of the terms “Contract” and “Contractor” throughout the Standard General Terms and Conditions of this Subgrant Agreement shall mean “Subgrant Agreement” and “Program Subrecipient” respectively.

XII. FINAL GRANT AGREEMENT APPROVAL

This Subgrant 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.

XIII. DEFAULT AND TERMINATION

The Default and Termination clause as set forth in Paragraph 27 of the Standard General Terms and Conditions (Rev. 1/19), which are incorporated by reference to this document, shall apply to this Subgrant Agreement.

Sharedrive:Subgrants/22-24/General Subgrants/Boilerplate and Appendices/Subgrant Boilerplate
Revised: 8/12/22

Appendix A

WORK STATEMENT

I. TASKS and TIMELINES

- A. This Subgrant Agreement provides state and Federal funding for the period of July 1, 2022, through June 30, 2024, to partially support the operation of the Program Subrecipient and to provide funding for the following services, if applicable:
1. Core and supportive services to persons living with Human Immunodeficiency Virus-(HIV)(PLWH);
 2. Prevention services to persons at risk for acquiring HIV or to PLWH, including specific funding for minority persons (if applicable); and
 3. Housing services to prevent homelessness and provide a continuum of housing services for persons living with or affected by HIV disease.
 - i. Federal Ryan White Part B funds and all funds for Ryan White eligible services are to be utilized as a payor of last resort as defined in the Health Resources and Services Administration (HRSA) Ryan White Part B Manual (herein referred to as “the Part B Manual”), which is incorporated herein by reference. The Program Subrecipient acknowledges being familiar with the Part B Manual.
 - ii. Services under this Subgrant Agreement shall be provided in accordance with the provisions of the Division of HIV Disease Housing Opportunities for Persons With AIDS Manual, CAREWare Database, or any other database determined by the Pennsylvania Department of Health (Department), and the Pennsylvania Ryan White Part B Program Service Standards (herein referred to as the “Service Standards”), the Part B Manual, any updates or revisions to these documents. The CAREWare Database, any other database determined by the Department, and the Service Standards, and any updates or revisions thereto, are incorporated herein by reference. The Grantee acknowledges being familiar with the CAREWare Database, and the Service Standards.
 - iii. These services shall be provided by the Program Subrecipient in the Regional Subrecipient’s region.
- B. If applicable, this Subgrant Agreement also provides Federal funding for the period of July 1, 2022, through June 30, 2024, to partially support the operation of the Grantee and to provide funding for Housing Opportunities for People with AIDS (HOPWA) services to prevent homelessness and provide a continuum of housing services for PLWH. Federal HOPWA funds and all funds for HOPWA eligible services are to be utilized as a payor of last resort.
- i. HOPWA services shall be provided in accordance with the HOPWA Manual and any updates or revisions to that Manual, which are incorporated into this Grant Agreement by reference. The Program Subrecipient acknowledges being familiar with the HOPWA Manual.

- ii. HOPWA services shall be provided by the Program Subrecipient in the Regional Subrecipient's region.
 - iii. The Program Subrecipient shall comply with the Conflict of Interest provisions at 24 C.F.R. § 574.625.
- C. The Program Subrecipient shall comply with any policy interpretation provided by the 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 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 Department's written notice.
- D. The Program Subrecipient shall provide the following services throughout the term of the Subgrant Agreement:
 - i. Fiscal and administrative oversight of the funds provided through this Subgrant Agreement and used by the Program Subrecipient pursuant to the terms of this Subgrant Agreement and as provided for in Appendix C, Budget.
 - ii. With respect to fixed assets and nonexpendable personal property purchased with Subgrant Agreement funds, do the following:
 - 1. Take an annual physical inventory of fixed assets and nonexpendable personal property and reconcile the results with the property records to verify their existence, current utilization, and continued need for the property. The Program Subrecipient shall have in place a control system, including insurance coverage, to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Program Subrecipient shall investigate and fully document any loss, damage or theft to said property or assets.
 - 2. Maintain property records, including an inventory list which shall be a cumulative compilation of fixed assets procured under this Subgrant Agreement, and shall include all assets and property purchased in the previous years with Regional Subrecipient administered Subgrant Agreement funding. The Program Subrecipient shall update annually an inventory list of all fixed assets that have been procured with financial resources associated with this Subgrant Agreement.
 - 3. None of the provisions of this Paragraph (iii) shall apply to subgrantees that provide their service to the Grantee solely on a fee for service basis.
 - iii. Comply with The Confidentiality of HIV-Related Information Act. 35 P.S. §§ 7601 et seq., as amended, also referred to as 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 adhere to client information confidentiality requirements and make adequate provision for system security and protection of individual privacy, and require any subgrantees to do the same.

- iv. Comply with any policy interpretation provided by the HRSA on the use of any funding for Ryan White eligible services, the Department on the use of state funds, or by HUD on the use of HOPWA funds, and to comply with and require compliance 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 Program Recipient's written notice.
- v. Comply with the following limitations on the use of funding:
 1. The Program Subrecipient shall use funds for Ryan White eligible services provided under this Subgrant Agreement for services to individuals not living with HIV only in the following circumstances:
 - a. The service has as its primary purpose enabling the individual to participate in the care of PLWH. 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.
 - b. The service directly enables a PLWH 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 provide continuity of insurance coverage for a low-income family member living with HIV, or childcare for children while a PLWH secures medical or support services.
 - c. The service promotes family stability in coping with the unique challenges posed by HIV. Examples include permanency planning for children and mental health services, which focus on equipping family members and care givers to manage the stress and loss associated with HIV.
 2. Be cognizant of limitations on use 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. The Program Subrecipient

acknowledges being familiar with the Statement. Provided that if services are supported in violation of an existing Federal policy (for example, payment of home mortgages), the use of funds for Ryan White eligible services must be terminated immediately. The Regional Subrecipient may require the Program Subrecipient to return already-spent funds to the Regional Subrecipient or the Department.

3. Make reasonable effort to secure other funding to use in providing services instead of funds under this Subgrant Agreement whenever possible. In support of this intent, it is an appropriate use of funds under this Subgrant Agreement to provide case management or other services which have as a central function ensuring that eligibility for other funding sources (for example, Medicaid or Medicare, other local or State-funded HIV programs, or private sector funding.) is vigorously pursued. If funds other than the funds under this Subgrant Agreement are available or can be attained, those funds must be used.
4. All travel funded by this Subgrant Agreement must be in accordance with Commonwealth of PA (Commonwealth) Travel and Subsistence Rates (Rev. 8/18).
5. Only use funds provided under this Subgrant 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. Funds may not be used for the installation of permanent systems for filtration of all water entering a private residence.
6. Only use funds provided under this Subgrant 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:
 - a. 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 are 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 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 Program Subrecipient acknowledges being familiar with such standards.

- b. Such diagnostic and laboratory tests (1) are approved by the FDA, when required under the Food and Drug Administration (FDA) Medical Devices Act; (2) are performed in an approved Clinical Laboratory Improvement Amendments of 1988 certified laboratory or State-exempt laboratory.
 - c. 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.
7. Not use funds provided under this Subgrant Agreement for the following:
- a. Professional licensure or to meet program licensure requirements. Funds for Ryan White eligible services provided 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;
 - b. Support the costs of operating clinical trials of investigational agents or treatments (including, administrative management and 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 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;
 - c. The purchase of household appliances, pet foods or other non-essential products;

- d. Funeral, burial, cremation, or related expenses;
 - e. Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied);
 - f. 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 Subgrant Agreement in accordance with the Commonwealth Travel and Subsistence Rates (Rev. 8/18) of this Subgrant Agreement;
 - g. The purchase of clothing;
 - h. To improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or facility;
 - i. The provision of Pre-Exposure Prophylaxis, otherwise known as PrEP; or Post-Exposure Prophylaxis;
 - j. Foreign travel; and
 - k. 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 (for example, 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.
- vi. If Program Subrecipient has a lack of capacity or inability to meet needs of PLWH and their families refer such persons to another provider.
 - vii. Maintain legal counsel and an accounting firm to assist with questions that the Regional Subrecipient or Department cannot answer. No funding under this Subgrant Agreement may be used to take any action against the Regional Subrecipient, the Commonwealth or the Department.
 - viii. Obtain the minimum required trainings as determined by the Regional Subrecipient, including Health Insurance Portability and Accountability Act (HIPAA) requirements.

- ix. Provide Patient Services in accordance with Appendix C budget. Funds shall be reimbursed only for services to clients, which are documented monthly (documentation maintained within CAREWare data collections software and on authorization forms) on the basis of client need.
- x. The Program Subrecipient shall not be obligated to execute a subgrant or Memorandum of Understanding (MOU) for voucher or reimbursement of services authorized in the Patient Services budget category in the following instances: Medical Transportation, Emergency Financial Assistance, Food Bank / Home delivered meals and Housing services. Other services may be exempt from an executed MOU based upon the mechanism of delivery. The Program Subrecipient shall maintain invoices or receipts of such expenditures and shall make documents available for the Regional Subrecipient review upon request. Anytime a client receives a service that is provided as a voucher or card, or a payment is made on their behalf, the Program Subrecipient shall require that a signature is obtained from that client verifying receipt of the service.
- xi. Request permission from the Regional Subrecipient prior to securing the services of any consultant. In seeking written approval for such services, the Program Subrecipient shall provide the Regional Subrecipient with the name and address of the proposed consultant; the scope of services to be provided; the rate of payment; and the total cost of the services.
- xii. In the event the Program Subrecipient enters into a Subgrant Agreement, Letter of Agreement or Memorandum of Understanding (Agreement) with a subgrantee, the Program Subrecipient shall comply with all of the following:
 - 1. Submit a copy of each Agreement to the Regional Subrecipient upon execution. The Regional Subrecipient reserves the right to request changes to those Agreements. The Program Subrecipient shall submit these copies before the Program Subrecipient may submit invoices which include reimbursement for services provided by subgrantees. The Regional Subrecipient shall have no liability for reimbursement of any subgrant service until the fully executed Agreement is submitted to the Regional Subrecipient. Provision of Agreements to the Regional Subrecipient pursuant to this section does not guarantee the Program Subrecipient of a continuing Subgrant with the Regional Subrecipient. Any amendments to Agreements shall also be submitted to the Regional Subrecipient upon final execution.
 - 2. All Agreements shall be reimbursed based on actual expenses. Reimbursements shall not be made on a unit cost calculation.
 - 3. Each Agreement is bound to the terms of this Subgrant

Agreement and shall include all language necessary for the adequate provision of services under this Subgrant Agreement. Each Agreement will be reviewed by the Regional Subrecipient annually and shall include, but not be limited to, the following:

- a. A description of work or statement of activities to be performed by the subgrantee;
 - b. The subgrant term and timeframe for service delivery shall last no later than the termination date of this Subgrant Agreement;
 - c. The subgrant amount;
 - d. A detailed description of service deliverables including quantities of services to be provided; and
 - e. A termination clause with the same time frames as set out in Paragraph 27 of the Standard General Terms and Conditions which are incorporated by reference to this document.
4. Reporting requirements that shall enable the subgrantee to meet the requirements of this Subgrant Agreement.
 5. Required line-item budget and cost documents, allowable expenses, and appropriate billing procedures, including payment provisions similar to those included in this Subgrant Agreement.
- xiii. Not enter into subgrants with a for-profit entity unless and until written Regional Subrecipient approval is obtained.
1. In seeking approval for such a subgrant, the Program Subrecipient shall provide the Regional Subrecipient with the name, address and county of the proposed subgrantee; the types of services to be provided; the funding amount for each service; the total subgrant amount; and the rate for each service to be provided. The Program Subrecipient shall have written approval from the Regional Subrecipient before the Program Subrecipient may submit invoices to the Regional Subrecipient for services provided by such subgrantees.
 2. In requesting approval for a Federally funded Agreement with a for-profit entity, the Program Subrecipient shall provide the Regional Subrecipient with written documentation that such entity is the only available provider of quality HIV care in the area, pursuant to 42 U.S.C. §300ff- 14(b)(2)(A) of the Ryan White CARE Act, as amended.
- xiv. Accept full responsibility for the performance of the terms of this

Subgrant Agreement, including the work performed by subgrantees. For purposes of this Subgrant Agreement, the existence of a subgrant shall not alter or diminish the Program Subrecipient's oversight responsibility for monitoring the overall direction of the project or service delivery and accountability to the Regional Subrecipient.

- xv. Prepare for audits and arrange for the presentation of accurate fiscal reports to the Regional Subrecipient.
- xvi. Maintain appropriate licenses or certifications as required by law. The Regional Subrecipient's reimbursement for services provided through this Subgrant Agreement shall not constitute recognition by the Regional Subrecipient of Program Subrecipient's compliance with any applicable Federal or state licensure or certification requirements.
- xvii. The Program Subrecipient shall perform the services listed in this subsection D 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 and 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 Subgrant Agreement, including its Appendix B, Payment Provisions, and Audit Requirements, and the HOPWA Manual.
 - 2. The Program Subrecipient shall cooperate fully 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., 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 Subgrant Agreement.
- xviii. The Program Subrecipient shall not, pursuant to 42 U.S.C. § 300ff-27(b)(7)(F), use Subgrant 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.
- xix. 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 Subgrant Agreement to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs. No funds under this Subgrant Agreement shall be used to support a needle exchange program.

- xx. The Program Subrecipient shall only charge a client pursuant to a sliding fee scale for services provided under this Subgrant Agreement with funding from the Ryan White CARE Act 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, (which are incorporated herein by reference), shall be charged for any service.
- xxi. Annual aggregate charges to individual clients receiving services paid for with funds for Ryan White eligible services under this Subgrant 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.
- xxii. The Program Subrecipient shall use the annual gross income of the individual or family as the baseline by which the caps on fees for each individual or family shall be established.
- xxiii. The Program Subrecipient shall require written certification from the client that the annual gross income information provided by the client is accurate.
- xxiv. 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.
- xxv. The Program Subrecipient shall provide services in a setting that is accessible to low-income individuals living with HIV.
- xxvi. The Program Subrecipient shall engage in outreach to low-income individuals living with HIV to inform such individuals of available services.
- xxvii. The Program Subrecipient shall use a percentage of the funds received under this Subgrant Agreement to provide health and support services to women, infants, children, youth, and families living with HIV. 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 region of service with HIV.
- xxviii. The Program Subrecipient certifies that the Federal funds to be used under this Subgrant 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 Program Subrecipient further certifies that the services to be provided under this Subgrant Agreement are not already available without cost.

xxix. The Program Subrecipient shall provide services as described in Attachment 2 (Service Description) to Appendix A (Work Statement) of this Subgrant Agreement.

E. The Program Subrecipient shall comply with the following Ryan White Part B (RWB) Requirements throughout the term of this Subgrant Agreement:

- i. Apply for EIS and Outreach funding annually if maintaining these programs.
- ii. Maintain the positions necessary in order to accomplish the tasks set forth in this Subgrant Agreement. The parties understand that the funding included for these positions is in Appendix C, Budget.
- iii. 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. Eligibility shall also be determined in accordance with HRSA HAB Policy Clarification Notice 21-02 (Determining Client Eligibility & Payor of Last Resort in the Ryan White HIV/AIDS Program).
- iv. 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. The Client Certification form is incorporated herein by reference, and the Program Subrecipient acknowledges being familiar with and having a copy of the form.
- v. Refer clients deemed ineligible for Ryan White funded services to a provider who may be able to offer services if unable to support services for those clients through alternative means.

F. The Program Subrecipient shall comply with the following HOPWA Requirements throughout the term of this Subgrant Agreement:

- i. Maintain the positions necessary in order to accomplish the tasks set forth in this Subgrant Agreement. The parties understand that the funding included for these positions is in Appendix C, Budget.
- ii. Screen clients and collect supporting documentation to certify their eligibility for HOPWA eligible services based on standards of HIV positive diagnosis, and low income as indicated in the PA HOPWA Manual for the HOPWA Program and be repeated before every year following for recertification as directed.
- iii. Document in the client file that HOPWA was the Payer of last Resort each time a client receives a new service.

- iv. Refer clients deemed ineligible for HOPWA services to a provider who may be able to offer services if that subgrantee is not able to support services for those clients through alternative means.

G. The Grantee shall comply with the following Monitoring and Compliance requirements throughout the term of this Grant Agreement:

i. Ryan White Part B:

1. Quarterly monitoring by Regional Subrecipient shall occur throughout the term of this Subgrant Agreement to review Program Subrecipient's compliance with this Subgrant Agreement terms. A minimum of two quarterly visits shall be on-site. As part of the monitoring requirement, the Regional Subrecipient shall identify Subgrant Agreement 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.
2. Comprehensive on-site monitoring will occur annually during the term of this Subgrant Agreement to review Program Subrecipient's compliance with this Subgrant Agreement terms. As part of the monitoring requirement, the Regional Subrecipient shall identify Subgrant Agreement compliance problems, any need for technical assistance to the subgrantee, and the corrective actions that must be taken to address those identified problems and needs.
3. Documentation for all Ryan White Services and administrative costs must be on file and readily available for review by the Regional Subrecipient upon request.
4. Provide Ryan White Services as defined by and in accordance with current Pennsylvania Program Standards.
5. Have video conferencing equipment and video conferencing software available to all staff to participate in meetings with the Regional Subrecipient. Staff must be provided training and be proficient in using the hardware/software.
6. Make available the appropriate staff to participate in the annual monitoring performed by the Regional Subrecipient. Annual monitoring will be conducted on a revolving calendar year.

ii. HOPWA:

1. Follow Monitoring and Compliance requirements as described in the HOPWA Manual which is incorporated by reference to this document.

- H. The Program Subrecipient shall comply with the following Fiscal requirements throughout the term of this Subgrant Agreement:
- i. Require that all Subgrant Agreement funds are spent in compliance with current Federal Office of Management and Budget cost principles.
 - ii. Take financial responsibility for all administrative late fees and interest since these costs are not allowable by HRSA.
 - iii. Follow current Regional Subrecipient invoicing guidelines and review invoices thoroughly for accuracy before submission to the Regional Subrecipient.
 - iv. Maintain up to date tracking of expenses and remaining budget balance.
- I. The Program Subrecipient shall comply with following Clinical Quality Management (CQM) requirements throughout the term of this Subgrant Agreement:
- i. Have an adequate mechanism for annual stakeholder input, including input from PLWH who are utilizing Ryan White Part B services through client satisfaction survey, suggestion box, client advocacy board, or any additional method determined acceptable by the Program Subrecipient.
 - ii. Conduct an evaluation of the quality of services provided prior to submitting copies of Quality Management plans to the Regional Subrecipient in accordance with the Reporting Calendar.
 - iii. Provide the Regional Subrecipient with a Quality Management Plan in accordance with the Reporting Calendar for each Grant year. This Plan should outline the Program Subrecipient's efforts for continuous quality improvement on an ongoing basis.
 - iv. Input data into CAREWare as instructed by the Regional Subrecipient or the Department.
 - v. Implement CQM quality improvement efforts, as applicable.
 - vi. Implement at least one quality improvement project in addition to any CQM related quality improvement activity.
- J. Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, Subcontractors and Subgrantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201).

II. REPORTING REQUIREMENTS

A. Required Reports

1. The Program Subrecipient shall strictly comply with the due dates for reports set forth in Attachment 1 (Reporting Checklist) to Appendix A (Work Statement), Reporting Calendar, and any subsequent revisions, and otherwise required by the Regional Subrecipient or the Department. Compliance with the due dates is required so that the Regional Subrecipient and the Department can complete statewide financial reporting responsibility to the state and Federal governments as well as process and release payments in accordance with the provisions of this Subgrant Agreement.
2. The Program Subrecipient shall request an extension from the Regional Subrecipient in writing at least three business days prior to the due date of circumstances which prevent compliance with the stipulated due dates. Such request shall not necessarily excuse the Program Subrecipient's failure to meet any such due date.

APPENDIX A

ATTACHMENT 1

REPORTING CHECKLIST

A. The Program Subrecipient shall submit the following reports (denoted with an “x”):

FISCAL

- 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
- Submit by email to AIDSNET’s Fiscal Officer a quarterly/year to date Statement of Actual Expenses (i.e., Profit & Loss Statement) for **each program**, due no later than the 15th day following the end of the quarter (October 15, January 15, April 15, July 15)
- Submit by email to AIDSNET’s Fiscal Officer an annual Statement of Actual Expenses (i.e., Profit & Loss Statement) for the June 30 year-end for **each program**, due no later than July 15
- Submit by email to AIDSNET’s Fiscal Officer a copy of the Fixed Asset Inventory Report (if applicable), due no later than July 10
- Email a completed copy of the Annual Ryan White Part B Fiscal Monitoring Report and requested supporting documentation to AIDSNET’s Fiscal Officer at least five (5) business days prior to the scheduled annual monitoring visit.

RYAN WHITE

- Upload to the PA DOH, Division of HIV server a monthly CAREWare Provider Data Export (PDE), due no later than the 15th of each month (until notification from the Department that CW Centralization is complete and uploads are no longer required)
- Email a copy of the Rebate Housing Tracking Spreadsheet to AIDSNET’s Program Manager, due no later than the 1st day of each month
- Email a copy of the Health Insurance Premium Cost-Benefit Analysis spreadsheet to AIDSNET’s Program Manager, due no later than July 15. (This begins when AIDSNET no longer tracks the HIP premium data. The target date for this is January 1, 2023.)
- Email a copy of the Quarterly Care Outcomes: Administrative Comments, Community Linkages, and Care Outcome Details to AIDSNET’s 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 or fax one (1) copy of the CAREWare Financial Report of the Annual Ryan White Part B HIV/AIDS Program Data Report (for purposes of the Annual Implementation Plan Progress Report and Narrative) to AIDSNET's Program Manager, due no later than April 15
- ☒ Run a CAREWare RSR Missing Data Report and send results to AIDSNET's Program Manager, due no later than September 15, November 15, and January 15
- ☒ 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 or as requested by the PA DOH
- ☒ Email a completed copy of the applicable quarterly (1st, 2nd, 3rd, or 4th quarter) Ryan White Part B Monitoring Report and any requested client lists and supporting documentation to AIDSNET's Program Manager at least two (2) business days prior to each scheduled quarterly monitoring visit.
- ☒ Email completed copies of the Annual Ryan White Part B Program Monitoring Report, Universal Monitoring Report, requested client list(s), and supporting documentation to AIDSNET's Program Manager at least five (5) business days prior to the scheduled annual monitoring visit.

Note: CAREWare reporting requirements may change due to periodic updates to CAREWare and PA DOH CAREWare Centralization

HOPWA

- ☒ Email a copy of the HOPWA Wait List Tracking Spreadsheet to AIDSNET's Program Manager, due no later than the 1st day of each month
- ☒ Email a copy of the Annual HOPWA Consolidated Annual Performance and Evaluation Report (CAPER) to AIDSNET's Program Manager, due no later than January 15
- ☒ Email a completed copy of the applicable quarterly (1st, 2nd, 3rd, or 4th quarter) HOPWA Quarterly Monitoring Report, requested client list, and supporting documentation to AIDSNET's Program Manager at least two (2) business days prior to each scheduled quarterly monitoring visit.
- ☒ Email a completed copy of the Annual HOPWA Monitoring Report, requested client list, and supporting documentation to AIDSNET's Program Manager at least five (5) business days prior to the scheduled annual monitoring visit.

STATE PREVENTION

- ☐ Email a copy of the Prevention Data Tracking Spreadsheet to AIDSNET's Program Manager, due no later than the 5th day of each month
- ☐ Email a completed copy of the Annual Prevention Monitoring Report and supporting documentation to AIDSNET's Program Manager at least five (5) business days prior to the scheduled annual monitoring visit.

- Email a copy of the Quarterly Prevention Outcomes: Administrative Comments, Community Linkages, and Intervention Outcome Details to AIDSNET's 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)

Note: *Prevention reporting requirements may change if the PA DOH selects and implements a statewide tracking and reporting system*

QUALITY MANAGEMENT

- Email a copy of an annual Quality Management Plan to AIDSNET's Program Manager, due no later than September 1
- Email a copy of an updated annual Quality Management Plan to AIDSNET's Program Manager, due no later than March 1
- Email a copy of the Quality Improvement (QI) Project mid-year update report (or PADOH or AIDSNET approved equivalent reporting documentation) for each QI project to AIDSNET's Program Manager, due no later than January 15
- Email a copy of the Quality Improvement (QI) Project year-end update report (or PA DOH or AIDSNET approved equivalent reporting documentation) for each QI project to AIDSNET's Program Manager, due no later than July 15

MONITORING AND COMPLIANCE

- Email a Performance Improvement Plan (PIP, formerly known as Corrective Action Plan/CAP) for any concerns identified during quarterly and/or annual monitoring (if applicable) to AIDSNET's Program Manager, due no later than 10 business days after receipt of the monitoring report

- B. 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 or Department
- C. 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

Sharedrive: Subgrants/22-24/General Subgrants/Boilerplate and Appendices/Appendix A Attachment Reporting Checklist
Revised: 8/10/2022

FISCAL YEAR 2022-2024 SERVICE DESCRIPTION

CARE SERVICES

Program Subrecipient will be providing **Medical Case Management (MCM), including Treatment Adherence** services during the span of this subcontract. MCM is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum to RW eligible clients. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. MCM includes all types of case management encounters (e.g., face-to-face, non-face-to-face and client-specific supervision). MCM services have improving health care outcomes as their objective, whereas Non-Medical Case Management Services (NMCM) have providing guidance and assistance in improving access to needed services as their objective.

- Face-to-Face MCM are any face-to-face client-centered activities, including accompanied medical visits, focused on improving health outcomes.
- Non-Face-to-Face MCM are any non-face-to-face client-centered activities, including documentation, focused on improving health outcomes.
- Client-Specific MCM Supervision activities are any client-specific encounter between an MCM and MCM supervisor (to be documented by either the MCM or supervisor).

Key MCM activities may include:

- RW certification/recertification for eligibility every twelve (12) months
- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every six (6) months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services
- Follow-up

In addition to providing the medically oriented services above, MCM may also provide benefits by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (i.e., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

Visits to ensure readiness for, and adherence to, complex HIV treatments is allowable for MCM. Treatment Adherence Services provided during an MCM visit should be reported in the MCM service category in CAREWare.

As a provider of these services, case managers (CMs) will be responsible for authorizing a variety of client-related services and will follow AIDSNET authorization procedures to assure that funds are appropriately distributed and monitored.

By providing these Medical Case Management services and by adhering to the action steps below, Program Subrecipient is planning to achieve the following outcomes

1. Documentation of Retention in Care – 93% of clients receiving MCM will have documentation of retention in care (CD4, Viral Load test or ARV therapy prescribed within the measurement year) in the case management chart in the measurement year.
2. Mental Health History and Treatment Status – 97% of clients receiving MCM will have their mental health history and treatment status documented in the case management chart in the measurement year.
3. Substance Abuse History and Treatment Status – 97% of clients receiving MCM will have their substance abuse history and treatment status documented in the case management chart in the measurement year.
4. Treatment Adherence – 60% of clients receiving MCM who identify barriers to medical adherence and care will engage with their case manager to develop and implement a documented barrier reduction plan during the measurement year.
5. Addressing Stigma and Discrimination – 100% of CMs will engage in trainings to address stigma, discrimination, systemic racism, and other social and structural determinants of health during the measurement year.
6. CM Training – 100% of CMs and CM supervisors will meet or exceed the mandatory annual case management training hours required by the PA-DOH, Division of HIV (as trainings become available).
7. Organizational Assessment – Conducted through the development (and annual review and update) of an HIV Quality Management Plan and completion of at least one Quality Improvement project annually.

To achieve their stated Medical Case Management objectives and meet contractual obligations, Program Subrecipient will adhere to the following action steps:

1. At intake, case managers will complete Ryan White (RW) Certification for each client to determine eligibility for RW Part B services. Full RW Certification with copies of all supporting documentation is required. Recertification of each client, with current supporting documentation, will be completed every twelve (12) months.
2. Within 30 days of intake, a comprehensive, individualized Service Coordination Plan (SCP) must be developed with the involvement of the client. The SCP must be signed and dated by the client, CM, and CM supervisor.
3. Conduct continuous client monitoring to assess the efficacy of the SCP, and periodic re-evaluation and adaptation of the plan at least every 6 months. All subsequent SCPs also require client involvement and must be signed and dated by the client, CM, and CM supervisor.
4. Debt and money management assessments and referrals to credit counseling, when appropriate, must be part of CM practices, especially recipients of HOPWA assistance. This will be an important part of AIDSNET's monitoring visit(s) and will be a compliance concern if not documented in client's charts.
5. Efforts to contact a client will continue for eight weeks after receiving an initial referral, at which time case shall be terminated and the provider will develop written protocols to be followed related to attempts to contact clients and termination procedures.
6. On a quarterly basis, 25% of active client charts will be reviewed by the CM supervisor to monitor RW Certification/Recertification, SCP completion, referrals and linkage, and progress notes. In other words, by the end of the fiscal year it is expected that 100% of active charts will have received at least one audit by the supervisor. Audits should evaluate if client was determined eligible to receive RW Part B services and/or HOPWA assistance, that case management notes provided a brief synopsis of the client's current issues, and the SCP was specific to the issues identified and included realistic goals. The progress notes and SCP should be consistent.
7. Develop and implement a written policy and procedures assuring cultural and linguistic needs of clients are addressed in the delivery of MCM services.
8. Have documentation of a written policy or procedure which guides the agency's steps when a client acts in such a way as to endanger the CM or other agency personnel.

9. Have documentation of a written policy that explains how clients are informed about the “Bill of Client Rights” and grievance procedure.
10. AIDSNET is committed to improving the quality of CM to the community and believes ongoing supervision is a crucial part of that process. Program Subrecipient will utilize the findings of the chart audit during individual supervision of all CMs. This will facilitate adherence to the RW CM guidelines while assisting in each CM’s professional growth and achieving the goal of client-centered CM services. It is also aimed at CM services enriching client’s self-respect and autonomy. Therefore, reviewing the supervisory structure, including frequency and type of supervision, as well as evidence of audits in the charts with CM follow-up, as indicated to address audit findings will be an important part of AIDSNET’s monitoring visit(s) and will be a compliance concern if not documented in clients’ charts.
11. To achieve CM accountability and provide continuity of care, CMs must maintain individual client caseloads. It is understood that if a CM is not available, another CM or supervisor may see their client. To ensure consistent implementation, Program Subrecipient must have a written policy and procedure addressing coverage when an assigned CM is unavailable.
12. To maintain the requirements of Pennsylvania Act 148, meet the Ryan White Comprehensive AIDS Resources Emergency Act guidelines of client privacy, and facilitate the provision of an accurate assessment of the client in a setting that encourages disclosure of extremely sensitive issues, case managers are required to see clients in a private, soundproof setting that vigorously safeguards confidentiality. To achieve universal testing as recommended by the CDC, Act 59 of 2011 was added as an amendment to Act 148 to make it easier for health care provider to test by removing the requirement of pre-test counseling and allowing providers to get informed consent from the client rather than the client having to read and sign a consent. However, other parts of the Act remain unchanged.
13. AIDSNET will require systematic reporting of the total number of active clients, the frequency of reporting to be determined. Progress notes documenting attempts to reach a client who was not seen face-to-face within 180 days will ensure documentation compliance. Any client not seen and assessed by a RW case manager within twelve months requires discharge notes. Clients known to be deceased, placed in long-term incarceration, or who have moved out of the region may be closed prior to twelve months when such information is known.
14. Throughout the provision of client services, CMs may need to communicate regularly with AIDSNET’s Program Manager regarding authorization of services. This will help to insure that RW Part B and HOPWA guidelines regarding payer of last resort are observed, while informing AIDSNET of current trends to guide allocation of limited resources to the most crucial of client needs.
15. When providing CM that is related to assessing the client’s need for housing assistance, this activity will capture all communication and activities between CM and client, AIDSNET, landlord, utility company, or any other entity regarding housing issues. CM activities need not result in direct housing assistance services in the form of RWB/Rebate EFA-Utilities, EFA-Housing Support, or Housing Services-Housing Support, or HOPWA PHP, STRMU, or TBRA, to be invoiced for payment. However, CM activities must be billed to the appropriate funding stream (i.e., activities related to direct HOPWA housing assistance – PHP, STRMU, TBRA, must be billed to HOPWA Supportive Services-CM).
16. Through collaboration with Comprehensive Health Services (CHS), Novus, and The Center for Public Health at Reading Hospital, Program Subrecipient, pending a signed release from the client, will assist in providing any necessary information and services to clients that they case manage, but who are medically managed at CHS, Novus, or The Center for Public Health’s clinics.
17. Program Subrecipient will collect regular stakeholder feedback, including input from PLWH receiving MCM. The format for collecting feedback, includes but is not limited to, annual consumer satisfaction surveys, suggestion boxes, and consumer focus groups.
18. Program Subrecipient, if found out of compliance during annual or quarterly monitoring, will develop and submit a Performance Improvement Plan (PIP) to AIDSNET within ten (10) business days of receiving the final monitoring report. Implementation and progress of the PIP will be reviewed during the subsequent monitoring visit.
19. Regardless of whether a newly hired HIV case manager will be providing counseling and testing services, AIDSNET believes that to provide quality prevention services to individuals with HIV disease, it is necessary to understand the importance of risk assessment and risk reduction

planning which is expertly presented during counseling and testing training. Therefore, it is recommended that they attend and complete the three-day HIV fundamentals counseling and testing training offered. However, this training and the loss of CM billable hours cannot be invoiced to AIDSNET.

20. It is required that at least one representative from the case management staff attend the quarterly Provider Advisory Council meetings at AIDSNET. This is for the purposes of updates, expanding knowledge and improving skill levels, and exchanging ideas and concerns with other advisory members.

AIDSNET agrees to reimburse Program Subrecipient for Medical Case Management services as specified in the Service Purchase Subgrant (SPS) incorporated into and made a part of this Subgrant Agreement.

During the span of this Subgrant Agreement Program Subrecipient will also be allotted funding to provide the RWB services below to RW eligible clients receiving MCM. Use of funds to cover these services are dependent on payor of last resort, client eligibility, need and availability of funds. For tracking and consistency, the AIDSNET Region RWB/Rebate and HOPWA Authorization policies and forms must be utilized to preauthorize services and should be maintained in client charts.

AIDSNET agrees to reimburse Program Subrecipient on a fee-for-service basis for these services as specified in the SPS incorporated into and made a part of this Subgrant Agreement.

Emergency Financial Assistance (EFA) – EFA is the provision of one-time or short-term direct payments to agencies (or through a voucher program) to assist RW eligible clients with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing (including hotel/motel vouchers), food (to include groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program, AIDS Pharmaceutical Assistance, or other allowable cost necessary to improve health outcomes when other resources are not available. To establish the need for EFA and demonstrate the emergency nature of the request, a proof of hardship must be conducted and demonstrated by one or more of the below items:

- A significant increase in bills;
- A recent decrease in income;
- High unexpected expenses on essential items;
- The cost of shelter more than 30 percent of the household income;
- The cost of utility consumption more than 10 percent of the household income;
- Inability to obtain credit necessary to provide for basic needs and shelter; and/or
- A failure to provide EFA will result in danger to the physical health of client.

*As per the Office of Management and Budget (OMB) Circular A-129, interest, fines, penalties, late fees, and/or reconnection fees are not allowed as part of the EFA.

** EFA-Housing Support Sub-Service is not for mortgage payments or security deposits.

Proper documentation of one or more the above-mentioned items must be submitted along with the request for reimbursement.

Health Insurance Premium & Cost Sharing Assistance (HIP) for Low-Income Individuals – HIP includes the provision of financial assistance for RW eligible PLWH to maintain continuity of health insurance or to receive medical benefits under a health care coverage program. This includes premium payments, co-insurance, co-payments, and deductibles. Health insurance also includes standalone dental insurance.

The service provisions consist of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services, and pharmacy benefits that provide a full range of HIV medications for eligible clients; and/or
- Paying stand-alone dental insurance premiums to provide comprehensive oral health care services for eligible clients; and/or
- Paying cost sharing on behalf of the client.

To use RWB/Rebate funds for HIP assistance (not stand-alone dental insurance assistance), Program Subrecipient must:

- Ensure clients are buying health coverage that, at a minimum, includes at least one drug in each class of core antiretroviral therapeutics from the U.S. Department of Health and Human Services (HHS) treatment guidelines along with appropriate HIV outpatient/ambulatory health services.
- Assess and compare the aggregate cost of paying for the health insurance option versus paying for the full cost for medications and other appropriate HIV Outpatient/Ambulatory Health Services to ensure that purchasing health insurance is cost effective in the aggregate and determined to be cost effective.
- All HIP health insurance premium assistance will be tracked using the Cost-Benefit Analysis (CBA) tracking spreadsheet, which will be reviewed during monitoring. This data will be used to calculate the regional aggregate CBA for the following fiscal year, and the completed spreadsheet is due to AIDSNET at the end of each fiscal year (by 7/15).

To use RWHAP funds for standalone dental insurance premium assistance, Program Subrecipient must:

- Assess and compare the aggregate cost of paying for the stand-alone dental insurance option versus paying for the full cost of HIV oral health care services to ensure that purchasing stand-alone dental insurance is cost effective in the aggregate and determined to be cost effective.
- All HIP standalone dental insurance premium assistance will be tracked using the Cost-Benefit Analysis (CBA) tracking spreadsheet, which will be reviewed during monitoring. This data will be used to calculate the regional aggregate CBA for the following fiscal year, and the completed spreadsheet is due to AIDSNET at the end of each fiscal year (by 7/15).

Paying cost sharing on behalf of a client is defined as the out-of-pocket cost of a RWB eligible client after primary insurance payment or denial on claims. These out-of-pocket amounts are considered an eligible service for individuals who have other insurance, and the other insurance has made a determination to pay or deny payment on the claim. Examples of substantiation can include a health insurance bill or statement from insurer specifying the amount the client owes after the insurance has made their determination of payment or denial. Statements from health insurers specifying 'THIS IS NOT BILL' are not permitted as they are estimates of what the other insurance may pay but not the actual payment amount. Cost sharing reimbursement toward claims with out-of-pocket expenses is limited to claims for services directly related to HIV-associated medical conditions. If a co-morbidity is directly related to HIV diagnosis and is clearly documented in client's record, the expense is allowable.subgrant

Home and Community-Based Health Services – Durable Medical Equipment – Home and Community-Based Health Services – Durable Medical Equipment are provided to a client living with HIV in an integrated setting appropriate to a client's needs, based on a written plan of care established by a medical care team under the direction of a licensed clinical provider. Inpatient hospitals, nursing homes, and other long-term care facilities are not considered an integrated setting for the purposes of providing home and community-based health services.

Housing Services-Housing Support – RW Housing Services-Housing Support provides transitional, short-term, or emergency housing assistance to enable a client or family to gain or maintain outpatient/ambulatory health services and treatment, including temporary assistance necessary to prevent homelessness and to gain or maintain access to medical care. Activities within the housing category must also include the development of an individualized housing plan, updated annually, to guide the client's linkage to permanent housing.

RW Housing Services-Housing Support is intended to provide for the housing costs associated with treatment centers to ensure that treatment is not denied, because the funding to support the actual treatment does not allow for the housing component. Housing activities include housing referral services, such as assessment, search, placement, and housing advocacy services on behalf of the eligible client, as well as fees associated with these activities.

Housing may provide some type of core medical (i.e., Mental Health Services) or support services (i.e., Residential Substance Abuse Services). HRSA RWHAP subrecipients and/or sub-subrecipients using funds to provide housing must have mechanisms in place to assess and document the housing status and housing service needs of new clients, and at least annually for existing housing clients.

This category includes housing only where there is a current rental agreement in place and kept on file. Such documentation may include a lease, a signed letter on agency letterhead, a rent verification form, or other documents approved by the Department.

HRSA HIV/AIDS Bureau (HAB) recommends duration limits be aligned with definitions used by other housing programs, such as those administered by the U.S. Department of Housing and Urban Development (HUD), which currently uses 24 months for transitional housing.

RW Housing cannot pay for mortgage payments or security deposits.

Medical Transportation – Medical Transportation is the provision of non-emergency transportation services, directly or through voucher, to an RWB eligible client so that they may access or be retained in RW core medical and support services, as defined in the PA Program Service Standards-RW Eligible Part B Services. Transport to and from inpatient, emergency room, and urgent care type facilities do not qualify.

Medical transportation may be provided through:

- Mileage reimbursement
- Voucher or token systems (i.e., bus tickets or passes)

Reimbursement for all Medical Transportation must include a completed Client Travel Log and required supporting documentation.

Outpatient/Ambulatory Health Services – Outpatient/Ambulatory Health Services is the provision of professional diagnostic and therapeutic services rendered directly to a RWB eligible client 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 and urgent care centers are not considered outpatient 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 behavioral health 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 guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

Acupuncture is an allowable expense if it is part of a treatment plan.

HIV confirmatory and viral load testing is allowable.

HIV-related Specialty Care includes vision and audiology.

Program Subrecipient will also be providing **HOPWA Housing Assistance Services** during the span of this sub grant. The purpose of this funding provided by Housing Opportunities for Persons with AIDS (HOPWA) is to meet Housing and Urban Development's (HUDs) national goal of increasing the availability of decent, safe, and affordable housing for low-income persons living with HIV disease, to create and support affordable housing units for PLWH by matching HOPWA funds with other resources through community planning for comprehensive housing strategies, and to create partnerships and innovative strategies among state and local governments and community-based nonprofit organizations to identify and serve the housing and supportive service needs of low-income PLWH. Clients must meet the HOPWA eligibility guidelines as described in the HUD, Department, and AIDSNET HOPWA regulations and policies.

HOPWA's Program Goals are to:

- Establish/maintain housing stability
- Reduce risks of homelessness
- Improve access to medical care and supportive services

Types of HOPWA Housing Assistance Services

- Supportive Services-Case Management – Case management services will be offered to all individuals assisted under the HOPWA Program and case managers will coordinate services provision. CMs provide linkages between needs assessment at the client level and access to services.
- Permanent Housing Placement (PHP) – used for first month's rent and/or security deposit
- Short-Term Rent, Mortgage, or Utility Assistance (STRMU) – is short-term assistance to achieve housing stability
- Tenant-Based Rental Assistance (TBRA) – provides on-going monthly rental assistance to eligible clients while they are on waiting lists for alternate permanent and/or affordable housing options/subsidies

Determine Eligibility

- Confirm documentation of HIV+ diagnosis is in the client's chart
- Confirm client is not receiving public/subsidized housing or any other type of housing assistance
- Confirm HOPWA is payor of last resort. If client is eligible for other housing resources, ensure that the client has applied for, and on is the list to receive these other resources. If the client is ineligible or has been denied for these other resources documentation must be collected and maintained in the client's chart.
- Confirm client qualifies based on household income and size
- Determine need based on income and other resources vs expenses
- Confirm that the unit and/or utility qualifies

The HOPWA funds are divided into two sections of the AIDSNET region:

EMSA funds cover Carbon, Lehigh and Northampton counties

Non-EMSA funds cover Berks, Monroe and Schuylkill counties

AIDSNET agrees to reimburse Program Subrecipient on a program-funded basis for HOPWA Supportive Services-Case Management Services and on a fee-for-service basis for HOPWA Direct Housing Assistance Services as specified in the SPS incorporated into and made a part of this Subgrant Agreement. _____

Tracking and Reporting of Staff Time

The Office of Management and Budget (OMB) Uniform Guidance implemented in December 2014 requires that time distribution records must be maintained for all employees whose salary is paid in whole or in part with federal funds or is used to meet a match or cost-share requirement for a grant.

For positions that are split funded with federal funds and/or state funds (i.e., funded by a combination of Ryan White, HOPWA, and/or State), time and effort must be tracked by Provider Subrecipient's staff to ensure that Federal funds are not being used to support other programs.

Payroll allocations among grant awards cannot be based on budgeted distributions alone. Rather, allocations of salaries and wages among grant programs need to be supported by actual hours worked.

A daily time sheet must be completed identifying the hours worked per day per activity completed by each grant-funded employee. Identifying time by percentages is not allowed. The timesheet is to be signed by the supervisor.

If budgeted numbers are used to allocate salaries and wages among grant programs, the entity's system of internal controls should include an after-the-fact review of the grant programs. If actual time worked differs from the budgeted allocations, adjustments should be made such that the final amount charged to each grant is accurate, allowable, and appropriately allocated.

AIDSNET staff will review time and effort tracking at least once per year at the annual monitoring visit. However, the *Personnel Summary Sheet* should accurately reflect the actual number of hours spent on Ryan White, HOPWA, and State programs as part of documentation for monthly invoices sent to AIDSNET.

APPENDIX B

PAYMENT PROVISIONS

I. INTRODUCTION

Subject to the availability of state and federal funds and the other terms and conditions of this Subgrant, the Regional Subrecipient agrees to pay the Program Subrecipient for services rendered during the term of this Subgrant Agreement in accordance with the Service Purchase Subgrant (SPS), 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 state funds for Ryan White Part B eligible HIV-related care services and housing-related services; and
- C. With federal funds for HIV-related HOPWA housing-related services.

II. CONDITIONS FOR REIMBURSEMENT

- A. Payments by the Regional Subrecipient shall be contingent upon the proper execution of this Subgrant 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 Subgrant Agreement are for the purposes set forth herein and that the Subgrant 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 Subgrant 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 Subgrant Agreement as the result of provision of services under this Subgrant Agreement shall be applied against the approved costs or charges to this Subgrant 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 emailed fully signed copy of the invoice is allowed by the 5th of the month. The invoice must be signed by the person who prepares the invoice and the Executive Director/Administrator (or other staff person authorized to sign the certification statement). Handwritten or digital DocuSign signatures are acceptable. Signatures typed in a script font or inserted as an image are not acceptable. If it is not possible to obtain the signatures of the persons authorized to sign due to their unavailability on the date the invoice is due to AIDSNET, the invoice should be submitted without signatures and a handwritten or digital DocuSign signed invoice emailed within 3 business days. Payment of invoices will be withheld until the fully signed 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 with the final invoice(s) by July 5, 2023, for fiscal year 2022-2023 and by July 5, 2024, for fiscal year 2023-2024.
- 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 Subgrant Agreement for invoices not submitted in compliance with the time requirements in Paragraphs D, E and F above or for services required under this Subgrant that have not been performed or delivered in a manner acceptable to the Regional Subrecipient.

III. SUBGRANT 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 Subgrant amount of more than 10% of the original allocation, or the addition of new services, shall require a formal signed amendment to this Subgrant Agreement.

Sharedrive:Subgrants/22-24/General Subgrants/Boilerplate and Appendices/Appendix B Payment Provisions
Revised 7/21/2022

APPENDIX C

SAP # 4100092588

SUBGRANT # 22-

BUDGET

FOR

AGENCY NAME

FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

COST CATEGORY	SERVICES		GRAND TOTAL
	Medical Case Management	HOPWA Case Management	
Salaries (Per Annum)	593,694	107,468	\$701,162
Benefits and Taxes	148,423	26,867	\$175,290
Other Consultants/Temporary Labor			\$0
Office Supplies			\$0
Equipment Lease & Maintenance			\$0
Travel Expense (Mileage, Lodging, etc.)			\$0
Professional Consultant/Group Facilitators			\$0
Professional Fees (e.g.. Accounting/Audit/Legal)			\$0
Payroll Services			\$0
Insurance (Prof./Liability/Board/Facility)			\$0
Occupancy (Rent, Utilities)	37,372	2,469	\$39,841
Telephone & Internet			\$0
Postage and Delivery			\$0
Maintenance Office Equipment			\$0
Copying and Printing			\$0
Seminars/Conferences/Training			\$0
Advertising			\$0
Resource Materials/Subscriptions			\$0
Stipends for Clients			\$0
Total Direct Costs	779,489	136,804	\$916,293
Indirect Costs (allowable)	53,910	10,392	\$64,302
TOTAL	\$833,399	\$147,196	\$980,595

APPENDIX C

SAP # 4100092588

SUBGRANT # 22-

BUDGET

FOR

AGENCY NAME

FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

COST CATEGORY	SERVICES		GRAND TOTAL
	Medical Case Management	HOPWA Case Management	
Salaries (Per Annum)	611,505	110,692	\$722,197
Benefits and Taxes	152,876	27,673	\$180,549
Other Consultants/Temporary Labor			\$0
Office Supplies			\$0
Equipment Lease & Maintenance			\$0
Travel Expense (Mileage, Lodging, etc.)			\$0
Professional Consultant/Group Facilitators			\$0
Professional Fees (e.g.. Accounting/Audit/Legal)			\$0
Payroll Services			\$0
Insurance (Prof./Liability/Board/Facility)			\$0
Occupancy (Rent, Utilities)	37,884	2,469	\$40,353
Telephone & Internet			\$0
Postage and Delivery			\$0
Maintenance Office Equipment			\$0
Copying and Printing			\$0
Seminars/Conferences/Training			\$0
Advertising			\$0
Resource Materials/Subscriptions			\$0
Stipends for Clients			\$0
Total Direct Costs	802,265	140,834	\$943,099
Indirect Costs (allowable)	55,499	10,392	\$65,891
TOTAL	\$857,764	\$151,226	\$1,008,990