

**SUBGRANT AGREEMENT BETWEEN THE NORTH CENTRAL DISTRICT ALLIED CONNECTIONS**

**AND**

THIS SUBGRANT AGREEMENT, hereinafter referred to as "Subgrant Agreement" or "Agreement", is made by and between the North Central District Allied Connections, hereinafter referred to as "the Fiscal Agent", and \_\_\_\_\_ hereinafter referred to as "Subgrantee."

WHEREAS, the Fiscal Agent has the power and duty to protect the health of the people of this Commonwealth, and to determine and employ the most efficient and practical means for the prevention and suppression of disease pursuant to 71 P.S. §532; and

WHEREAS, this Agreement is a Subgrant Agreement and not subject to the Fiscal Agent Procurement Code, P.L. 358, No. 57, May 15, 1998, 62 Pa.C.S.A. §101 et seq., (Act 57).

WHEREAS, the Fiscal Agent is in receipt of or anticipates receipt of Federal funds or state funds or both pursuant to 71 P.S. §532 to provide for the purposes of this Subgrant Agreement, and this Subgrant Agreement is contingent upon appropriation and receipt of such funds.

WHEREAS, the purpose of this Sub-Grant Agreement is to provide the Sub-Grantee with funding from the Fiscal Agent to fund specific services in the following counties:

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

**I. SUBGRANT AGREEMENT TERM**

**A.** This Subgrant Agreement shall be effective from July 1, 2022 through June 30, 2023, 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.

**B. No-Cost Extension.** The term of this Subgrant Agreement may be extended with no additional funding by a written notice signed by the Fiscal Agent in order to allow the Subgrantee to continue to use the funds to perform the work of this Subgrant Agreement at the same terms and conditions as this Subgrant Agreement for an additional period of time. For the purpose of this extension, the funding amount is limited to the funds not spent by the Subgrantee by the end of the Budget period. At no time will the length of this Grant Agreement exceed 5 years including any extension.

**C. Renewal.** At the Fiscal Agent discretion and by letter notice, the Fiscal Agent may renew this Subgrant Agreement for the following term: one year.

1. In the event of a renewal, the Fiscal Agent may choose to renew the SubGrant Agreement as follows:
  - a) At the SubGrant Agreement's original terms or conditions; or
  - b) To increase or decrease the grant amount or salaries, hourly wages or fringe benefits to reflect cost increases so long as that increase does not exceed 5 % of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in the scope of work of the original agreement in the renewal; or
  - c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original Sub-Grant Agreement, including SAFs, Funding Reduction Change Orders, Budget Revisions, or formal Amendments. The increase or decrease of work shall be limited to deliverables

established in the amendment. Nothing in this paragraph shall be read to permit the scope of work of the SubGrant Agreement to be changed.

2. The Fiscal Agent is not obligated to increase the amount of the SubGrant award.
3. Any renewal terms are subject to the other provisions of this SubGrant Agreement, and the availability of funds.

## **II. SUBGRANT AGREEMENT AMOUNT**

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Grant Agreement, the Department will make payments in accordance with the SubGrant Agreement payment provisions, Appendix B and the SubGrant Budget, Appendix C, up to the maximum SubGrant Agreement amount of **[\$ 000,000.00]**.

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 Fiscal Agent may reduce the amount of funds available in this SubGrant 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 Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Grantees. 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:

**\$000,000.00 CFDA No. 14.241, HUD Housing Opportunities for Persons with AIDS FAN#: PAH18F999**  
**\$000,000.00 – State Funds**

## **IV. WORK STATEMENT**

The SubGrantee 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 Attachment 1 & 2**
- B. Appendix B – Payment Provisions (Rev. 5/12)**
- C. Appendix C – Budget**
- D. Appendix D – Program Specific Provisions**

## **VI. INCORPORATED DOCUMENTS**

Sub-Grantee acknowledges having reviewed a copy of the following documents, which are available at <http://www.health.state.pa.us/vendors>. These documents 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. 4/12)**
- D. **Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- E. **Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 4/12)**
- F. **Pro-Children Act of 1994 (Rev. 12/05)**
- G. **Block Grant Provisions (Rev. 12/05)**  
Block Grant Provisions are not applicable to this agreement
- H. **HIPAA Business Associate Agreement and Attachment 1 (Rev. 4/12)**  
The HIPAA Business Associate Agreement is not applicable to this agreement

## **VII. APPLICATION**

The Subgrantee's application:

In the event that there is a conflict between the Fiscal Agent's Request for Application, the Subgrantee's application, and this Grant Agreement, the order of precedence shall be first, this Grant Agreement; second, the Fiscal Agent's Request for Application; third, the Subgrantee'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 Fiscal Agent may advise Subgrantee, in writing, of the availability and purpose of such funds. The Fiscal Agent also will inform Subgrantee of any additional conditions or requirements of the additional funds. Subgrantee hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Fiscal Agent. Subgrantee shall provide the Fiscal Agent with a written Work Statement detailing the manner in which Subgrantee will use the additional funds in accordance with the stated requirements. Subgrantee shall provide the Fiscal Agent with a detailed revised overall Subgrant Agreement Budget showing the current Budget, the Budget for the additional funds and a revised total Budget. The Fiscal Agent may choose to provide Subgrantee 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. Subgrantee'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 Fiscal Agent and the Agency Comptroller.

## **IX. DECREASE IN FUNDING**

If the Fiscal Agent determines that the Subgrantee is unable to spend the funding included in this Sub-Grant Agreement in a timely manner and that the Sub-Grantee is therefore unable to fully carry out the work required under the Agreement in the timeframe required by the Agreement, the Fiscal Agent reserves the right to decrease funding to the Subgrantee from any Budget year set out in Appendix C of this Grant Agreement by prior written notice signed by the Fiscal Agent and the Comptroller. 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 Fiscal Agent.

## **X. MEANING OF TERMS "CONTRACT" AND "CONTRACTOR"**

The parties understand that the use of the terms "Contract" and "Contractor" throughout this Agreement shall mean "Subgrant Agreement" and "Subgrantee" respectively.

**XI. 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 Fiscal Agent provides a fully signed copy to the Subgrantee.

Witness the due execution hereof as of the date first above written:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**North Central District Allied Connections, Inc.  
7930 Nittany Valley Drive, Suite B  
Mill Hall, PA 17751**

\_\_\_\_\_  
**BY/TITLE**

\_\_\_\_\_  
**BY/TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**BY/TITLE**

\_\_\_\_\_  
**BY/TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**SAP# [insert number]**

**Appendix A**  
Subcontractor Name

**WORK STATEMENT**

**INTRODUCTION**

This Subgrant Agreement provides state and Federal funding for the period of July 1, 2022 through June 30, 2023, to partially support the operation of the Subgrantee and to provide funding for the following services: (1) care and supportive services to persons infected with or affected by HIV disease; (2) prevention services to persons at risk for infection, including specific funding for minority persons, 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 payor of last resort.

These services shall be provided by the Subgrantee, either directly, or through Subgrants, in the following counties: \_\_\_\_\_ (the Region).

**I. SUBGRANTEE TASKS and TIMELINES**

**A. Fiscal**

The Subgrantee shall do the following throughout the term of the Subgrant Agreement:

1. Provide fiscal and administrative oversight of the funds provided through this Subgrant Agreement, whether distributed through Subgrants, or used by the Subgrantee pursuant to the terms of this Subgrant Agreement and as provided for in Appendix C, Budget.
2. Ensure compliance with The Confidentiality of HIV-Related Information Act. 35 P.S. §§ 7601 *et seq.*
3. Provide case management activities to ensure that individuals infected with or affected by HIV disease receive appropriate and coordinated services as outlined in this Subgrant Agreement.
4. Require that programs with a lack of capacity to meet the needs of persons with HIV disease and their families refer such persons to another provider.
5. Prepare for audits and arrange for the presentation of accurate fiscal reports to the Fiscal Agent.
6. The Fiscal Agent will reimburse actual costs for the delivery of services within 10 days upon receipt of reimbursement from the Department of Health. The Subgrantee shall establish unit cost measures for services, include all expenses associated with the delivery of a service, and do not include administrative expenses.
7. Subgrant funds are spent in compliance with current Federal Office of Management and Budget (OMB) cost principles.
8. Require that no more than \$500.00 worth of customary office supplies which are received during the grant year and are used after the end of the grant year

9. Maintain the positions noted below, in order to accomplish the tasks set forth in this Subgrant Agreement. The parties understand that the funding included for these positions in Appendix C, Budget shall not be increased during the term of this Subgrant Agreement. Also, the Subgrantee shall not move funds from one employee to another in the categories of wages and fringe in term of this Subgrant Year.
10. The Subgrantee shall not be obligated to execute a 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 provided that total payments to any one provider in any state fiscal year of this Subgrant Agreement does not exceed \$10,000. The Subgrantee shall maintain invoices or receipts of such expenditures, and shall make documents available for the Fiscal Agent's 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 Subgrantee shall ensure that a signature is obtained from that client verifying receipt of the service.
11. The Subgrantee shall provide Patient Service funds in accordance with Appendix C, Budget, to provide housing services. 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.
12. The Subgrantee shall ensure that there is an adequate mechanism for stakeholder input, including input from consumers of services.
13. The Subgrantee shall conduct an evaluation of the quality of services provided in accordance with an evaluation plan provided to, and approved by, the Fiscal Agent, prior to January 31 of each state fiscal year (provided a new Subgrant Agreement is executed), and provide the Fiscal Agent with summary reports of those evaluations by January 31 of that state fiscal year.
14. The Subgrantee shall request permission from the Fiscal Agent prior to securing the services of any consultant. In seeking approval for such services, the Subgrantee shall provide the Fiscal Agent 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.

## **B. Subgrantees**

All Subgrants shall be reimbursed based on actual expenses. The Fiscal Agent will reimburse actual costs for the delivery of services within 10 days upon receipt of reimbursement from the Department of Health.

1. This Agreement shall include all provisions necessary for the adequate provision of services. Each Subgrantee will be reviewed by the Fiscal Agent annually to ensure the inclusion of, but not limited to, the following:
  - a. A description of work or statement of activities to be performed by the Subgrantee;
  - b. The Subgrant term, which shall last no later than the termination date of this Subgrant Agreement;
  - c. A termination clause as set out in Paragraph 27 of the Standard General Terms and Conditions and the NCDAC's Code of Conduct Attachment 2 to Appendix A, Work Statement of this Grant Agreement, which are incorporated by reference to this document;

- d. Funding limitations as set forth in Paragraph XIII, Appendix D, (Program Specific Provisions) of this Grant Agreement, which is attached hereto and incorporated herein;
  - e. HIV Prevention Interventions service definitions as set forth in Attachment 1 to Appendix A, Work Statement of this Grant Agreement, which is attached hereto and incorporated herein;
2. The Fiscal Agent shall conduct on-site and soft desk monitoring at least quarterly throughout the term of this Subgrant Agreement to review each Subgrantee's compliance with Subgrant terms. As part of the monitoring requirement, the Fiscal Agent shall identify Subgrant 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. The Fiscal Agent shall complete summary reports of each quarterly monitoring, and submit these reports to the Department no later than 30 days following the completion of each visit.
  3. The Fiscal Agent shall conduct comprehensive on-site monitoring annually during the term of this Subgrant Agreement to review each Subgrantee's compliance with Subgrant terms. Such monitoring shall be in accordance with a monitoring plan provided by the Department. As part of the monitoring requirement, the Fiscal Agent shall identify Subgrant 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. The Fiscal Agent shall complete reports of each monitoring visit, and submit summaries of those reports, including action plans, to the Department no later than December 31 for the initial monitoring visit, and no later than April 30 for any follow-up visit.
  4. The Fiscal Agent shall require each Subgrantee to develop and provide the Fiscal Agent with a Quality Management Plan no later than September 15<sup>th</sup> of each Subgrant year that outlines the Subgrantee's plan to ensure that continuous quality improvement efforts are occurring on an ongoing basis. Subgrantee must submit an updated Quality Management Plan to the Fiscal Agent prior to March 10<sup>th</sup> of each Grant year. The Fiscal Agent encourages Subgrantees to coordinate Quality Management processes among other Subgrantee agencies, as a part of a full continuum of service delivery where appropriate.
  6. The Subgrantee shall provide reports produced from the CAREWare Database as determined by the Fiscal Agent.
  7. Subgrantees who receives 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.
    - a. Subgrantees are 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. The Client Certification form is incorporated herein by reference, and the Subgrantee acknowledges being familiar with and having a copy of the form.
    - b. Subgrantees are required to conduct this screening upon each client's intake and to be repeated before every six months following for recertification as directed.
    - c. Subgrantees are required to refer clients deemed ineligible for Ryan White funded 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.

- d. The Fiscal Agent shall require each Subgrantee, in cases where that Subgrantee 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.
8. Subgrantees are required to maintain appropriate licenses or certifications as required by law. The Department's approval of a Subgrant shall not constitute recognition by the Department of a Subgrantee's compliance with any applicable Federal or state licensure or certification requirements.
9. This Paragraph B Supplements Paragraph 7 of the Standard General Terms and Conditions which are incorporated by reference to this document.

### **C. Subgrant Services**

1. The Subgrantees that receive funding for Ryan White eligible services as indicated in Appendix C, Budget, shall be informed of that fact in writing and shall comply with the limitation by funding period as set forth in Appendix C, Budget. The dollar amounts for any Subgrant shall be for the period ending no later than the termination date of this Subgrant Agreement.
2. The Subgrantee has been budgeted to provide Ryan White eligible services as indicated in Appendix C, Budget, and the Service Standards, for the period July 1, 2022 through June 30, 2023.
3. The Subgrantee has been budgeted to provide the following services through Subgrants as indicated in Appendix C, Budget, for the period of July 1, 2022 through June 30, 2023.

**\$000,000** in Rebate-RW Funds and \$00,000.00 in State Funds to provide approximately 0,000 units of Medical Case Management to approximately 000 clients at approximately \$00.00 per unit.

**\$000,000.00** in Rebate-RW Funds and \$00,000.00 in State Funds to provide approximately 0,000 Units of Non-Medical Case Management to approximately 000 clients at approximately \$00.00 per unit.

**\$000.00** in Rebate-RW Funds to provide approximately 0 units of Mental Health Services – Professional Counseling to approximately 0 client at approximately \$00.00 per unit.

**\$00,000.00** in Rebate-RW Funds to provide approximately 000 units of Health Insurance Premium Cost Sharing Assistance – Premiums to approximately 00 clients at approximately \$00.00 per unit.

**\$0,000.00** in Rebate-RW Funds to provide approximately 00 units of Health Insurance Premium Cost Sharing Assistance – Deductibles to approximately 0 clients at approximately \$00.00 per unit.

**\$00,00.00** in Rebate-RW Funds to provide approximately 000 units of Health Insurance Premium Cost Sharing Assistance – Co-Payments to approximately 00 clients at approximately \$00.00 per unit.

**\$00,00.00** in Rebate-RW Funds to provide approximately 00 units of Emergency Financial Assistance – Utility Services to approximately 00 clients at approximately \$00.00 per unit. The provision of one time or short term payments to agencies or the establishment of voucher programs when other resources are not available to help with emergency expenses related to essential utilities.

**\$0,000.00** in Rebate-RW Funds to provide approximately 00 units of Emergency Financial Assistance – Prescriptions to approximately 0 clients at approximately \$00.00 per unit. The provision of one time or short term payments to agencies or the establishment of voucher programs when other resources are not available to help with emergency expenses related to essential medication.

**\$00,000.00** in Rebate-RW Funds to provide approximately 0,000 units of Housing Support to approximately 00 clients at approximately \$00.00 per unit. The provision of short-term financial assistance and support, for temporary or transitional housing to maintain a stable living environment.

**\$000.00** in Rebate-RW Funds to provide approximately 00 units of Medical Transportation – Bus Pass, Train Token, Taxi Voucher to approximately 0 clients at approximately \$00.00 per unit.

**\$0,000.00** in Rebate-RW Funds to provide approximately 000 units of Medical Transportation – Transportation by Agency Staff Member to approximately 0 clients at approximately \$00.00 per unit.

**\$0,000.00** in Ryan White Funds to provide approximately 000 units of Medical Transportation – Reimbursement of Volunteer/Consumer Gas cards to approximately 00 clients at approximately \$00.00 per unit.

**\$000.00** in Rebate-RW Funds to provide approximately 00 units of Psychosocial Support Services – HIV Support Group to approximately 0 clients at approximately \$00.00 per unit.

**\$0,000.00** Rebate-RW Funds to provide approximately 00 units of Other Professional Services-Legal Services to approximately 00 clients at approximately \$00.00 per unit.

**\$0,000.00** Rebate-RW Funds to provide approximately 00 units of Linguistic Services to approximately 00 clients at approximately \$00.00 per unit.

**\$00,000.00** in HOPWA Funds to provide approximately 000,000 units of Tenant-Based Rental Assistance to approximately 00 persons and 00 households at approximately \$00.00 per unit.

**\$00,000.00** in HOPWA Funds to provide approximately 00,000 units of Short-Term Rent/Mortgage/Utility Assistance to approximately 00 persons and 0 households at approximately \$00.00 per unit.

**\$0,000.00** in HOPWA funds to provide approximately 0,000 units of Permanent Housing Placement to approximately 0 persons and 0 households at approximately \$00.00 per unit.

**\$00,000.00** in HOPWA funds to administer the HOPWA programs.

**\$00,000.00** in State funding to provide Intervention to approximately 000 units of ARTAS Intervention Services to approximately 00 clients at approximately \$000.00 per unit.

<b>State Prevention</b>	<b>00,000.00</b>
<b>Rebate-RW</b>	<b>000,000.00</b>
<b>State Care</b>	<b>00,000.00</b>
<b>HOPWA</b>	<b>000,000.00</b>
<b>Total Funding:</b>	<b>\$ 0,000,000.00</b>

4. The services set forth in the grant agreement shall be provided throughout the term of the agreement unless otherwise set forth in Section I.

## **II. REPORTING REQUIREMENTS**

### **A. Required Reports**

All reports shall be submitted to the Fiscal Agent of the North Central District Allied Connections, 7930 Nittany Valley Drive, Suite B, Mill Hall, PA 17751, or via email/Dropbox.

#### 1. Program Reports

The Subgrantee shall submit the following reports in accordance with the schedule set forth in subparagraph B of this Paragraph II:

- a. The HRSA Mid-Year Progress Report and Annual Progress Report.
- b. The HOPWA Consolidated Annual Performance and Evaluation Report (CAPER), and a report of clients on the HOPWA waiting list, submitted quarterly, in accordance with the provisions of the HOPWA Manual, the forms for which are included in the HOPWA Manual.

#### 2. Financial Reports

The Subgrantees shall submit documents with all required information. Documents submitted with obstructed or missing information that hinders the Fiscal Agent from completing financial and auditing reports will be denied until proper documentation is provided.

The Subgrantee shall submit the following reports as well as any additional financial reports which are deemed necessary by the Fiscal Agent or required for Federal reporting requirements including, but not limited to, the HOPWA invoice to be generated by the Subgrantees, and which shall be submitted monthly with the Invoice as set forth in Appendix B, Payment Provisions. The remaining reports shall be submitted in accordance with the schedule set forth in subparagraph B of this Paragraph II and shall coincide with budget categories provided for in Appendix C, Budget:

- a. The Fixed Asset Inventory Report, which shall include a list of all fixed assets procured under this Subgrant Agreement, and prior Subgrant Agreements in accordance with the information contained in Appendix D, Program Specific Provision, Paragraph VII, A, Property and Supplies – Acquisition. Such list shall be updated annually, and an update provided to the Fiscal Agent by July 5th of each Subgrant year.

#### 3. Data Reports

The Subgrantee shall submit data transfers in accordance with the schedule set forth in subparagraph B of this Paragraph II. The Subgrantee shall also comply with HAB/HRSA Reporting Requirements. The Subgrantee shall submit performance measure reports, as determined by the Fiscal Agent, according to the schedule set forth by the Fiscal Agent.

#### 4. Other Reports

- a. The Subgrantee shall be required to obtain and submit other reports including, but not limited to, assets, research, and financial status reports on operations during each Subgrant year as well as the Total Operating Budget, upon request of and in a manner prescribed by the

Fiscal Agent. The Total Operating Budget shall include funds from this Subgrant and all other funding sources.

- b. The Subgrantee shall participate and provide reports during each Subgrant year where such reporting is required by the Fiscal Agent, utilizing the Division of HIV Disease CAREWare Database, which gathers service data required to be reported to HRSA and United States Department of Housing and Urban Development (HUD), and is used for planning purposes at the and statewide level.
- c. Upon request of the Fiscal Agent during each Subgrant year, the Subgrantee shall provide reports which set forth the extent to which the performance of the services which are the subject of this Subgrant Agreement, have met their respective obligations to pay the employer's share of unemployment compensation taxes and workmen's compensation premiums and to withhold the correct amount of income taxes, F.I.C.A. taxes, Social Security, and any other taxes or payroll deductions from employees' salaries as required by law, and remit such amounts to the appropriate Federal, state, and local level of government. Documents submitted with obstructed or missing information that hinders the Fiscal Agent from completing financial and auditing reports will be denied until proper documentation is provided.
- d. When the Fiscal Agent specifically requests copies of Subgrantee financial, program or fixed asset inventory reports during each Subgrant year, the Subgrantee shall submit those requested reports in accordance with this Paragraph II, Reporting Requirements, of this Appendix A, Work Statement.
- e. The Subgrantee shall submit all reports requested to complete the quarterly and year end monitoring of their agency to include all funds received without obstructing information.

#### **B. Due Dates**

The reports shall be submitted by the following due dates and shall include appropriate data as defined by the Fiscal Agent:

#### **2022/2023:**

<b>Report Period</b>	<b><i>Due No Later</i></b>	<b>Required Data</b>
<b>July 2022</b>	<i>August 5, 2022</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Monthly Prevention Activities Report</li> </ul>
<b>August 2022</b>	<i>September 8, 2022</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> </ul>

		<ul style="list-style-type: none"> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Monthly Prevention Activities Report</li> <li>➤ HRSA Program Terms Report</li> <li>➤ HRSA Mid-Year Progress Report</li> </ul>
<b>September 2022</b>  <b>and</b>  <b>7/1/2022 – 9/30/2022</b>	<i>October 7, 2022</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Quarterly CAREWare Financial Reports (Run HOPWA, State and RW separate)</li> <li>➤ CAREWare Financial Reports for 4/1/22 – 9/30/22</li> <li>➤ Quarterly Women, Infants, Children &amp; Youth Report</li> <li>➤ CAREWare Completeness Report</li> <li>➤ Mid-Year Progress Report to include report on Contract and Regional Outcomes (in Att.3 to Appendix A) 4/1/22 – 9/30/22</li> <li>➤ Monthly Prevention Activities Report</li> <li>➤ HOPWA Waiting List Update</li> </ul>
<b>October 2022</b>	<i>November 7, 2022</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Monthly Prevention Activities Report</li> </ul>
<b>November 2022</b>	<i>December 7, 2022</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Monthly Prevention Activities Report</li> </ul>
<b>December 2022</b>  <b>And</b>  <b>10/1/22-12/31/22</b>	<i>January 9, 2023</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Quarterly CAREWare Financial Reports (Run HOPWA, State, RW Separate) 10/1/22 – 12/31/22</li> <li>➤ CAREWare Financial Reports for 7/1/22– 12/31/22</li> </ul>

	<i>TBD by the Department of Health</i>	<ul style="list-style-type: none"> <li>➤ CAREWare Completeness Report</li> <li>➤ Quarterly Women, Infants, Children &amp; Youth Report</li> <li>➤ Monthly Prevention Activities Report</li> <li>➤ Summary Reports of the Evaluation of the Quality of Services (in Appendix A, Work Statement, paragraph II, subparagraph G)</li> <li>➤ Resource Directory Updates 7/1/22– 12/31/22</li> <li>➤ HOPWA Waiting List Update</li> <li>➤ HOPWA Consolidated Annual Performance and Evaluation Report (CAPER)</li> <li>➤ CAREWare Financial Reports (Run HOPWA, State, RW Separate) for 1/1/22 – 12/31/22</li> <li>➤ CAREWare Completeness Report for 1/1/22 – 12/31/22</li> </ul>
<b>January 2023</b>	<i>February 7, 2023</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Monthly Prevention Activities Report</li> <li>➤ Annual Upload of CAREWare RSR File</li> </ul>
<b>February 2023</b>	<i>March 7, 2023</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Monthly Prevention Activities Report</li> </ul>
<b>March 2023</b> <b>And</b> <b>1/1/23- – 3/31/23</b>	<i>April 7, 2023</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Quarterly CAREWare Financial Reports (Run HOPWA, State, RW Separate)</li> <li>➤ CAREWare Financial Reports for 4/1/22 – 3/31/23</li> <li>➤ CAREWare Financial Reports for 7/1/22 – 3/31/23</li> <li>➤ CAREWare Completeness Report</li> <li>➤ Annual Progress Report to include report on contract and regional outcomes (in Att. 3 to Appendix A) 4/1/22 – 3/31/23</li> <li>➤ Quarterly Women, Infants, Children &amp; Youth Report</li> <li>➤ Yearly Women, Infants, Children &amp; Youth Report</li> <li>➤ Monthly Prevention Activities Report</li> </ul>

		➤ HOPWA Waiting List Update
<b>April 2023</b>	<i>May 5, 2023</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Monthly Prevention Activities Report</li> <li>➤ HRSA Annual Progress Report</li> </ul>
<b>May 2023</b>	<i>June 7, 2023</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Monthly Prevention Activities Report</li> </ul>
<b>June 2023</b> <b>And</b> <b>4/1/23-6/30/23</b>	<i>July 10, 2023</i>	<ul style="list-style-type: none"> <li>➤ Monthly invoice and back-up documentation</li> <li>➤ Monthly Personnel Summary to include Time Allocation per fund</li> <li>➤ Monthly CAREWare Financial Report (Run HOPWA, State and RW separate)</li> <li>➤ Monthly Board Meeting Minutes</li> <li>➤ Monthly HOPWA Invoice Supplement</li> <li>➤ Monthly HOPWA Expense Detail Sheet</li> <li>➤ Monthly Client Recertification List</li> <li>➤ Fixed Asset Inventory List</li> <li>➤ Quarterly CAREWare Financial Reports (Run HOPWA, State, RW separate)</li> <li>➤ CAREWare RDR Report for 7/1/22-6/30/23</li> <li>➤ CAREWare Financial Reports for 7/1/22-6/30/23</li> <li>➤ CAREWare Completeness Report</li> <li>➤ Quarterly Women, Infants, Children &amp; Youth Report</li> <li>➤ Monthly Prevention Activities Report</li> <li>➤ Resource Directory Updates 1/1/20-6/30/20</li> <li>➤ HOPWA Waiting List Update</li> </ul>

The Subgrantee shall strictly comply with the due dates for reports set forth in this Subgrant Agreement, and otherwise required by the Fiscal Agent. Compliance with the due dates is required so that the Fiscal Agent can complete its regionwide financial reporting responsibility to the state and Federal governments and ensure processing and release payments in accordance with the provisions of this Subgrant Agreement. The Subgrantee shall notify the Fiscal Agent in writing at least three (3) working days prior to the due date of circumstances which prevent compliance with the stipulated due dates. Such notification shall not necessarily excuse the Subgrantee's failure to meet any such due date.

## Research Based HIV Interventions and Strategy Definitions

<b>Biomedical Interventions</b>	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.
<b>Public Health Strategies</b>	Public Health Strategies - are time tested protocols used by public health practitioners in the prevention, screening, diagnostic, or treatment processes for HIV/AIDS prevention.
<b>Behavioral Interventions</b>	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
<b>Structural Interventions</b>	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.

**SAP #**

**Appendix B**

**PAYMENT PROVISIONS**

I. Introduction

Subject to the availability of state and federal funds and the other terms and conditions of this contract, the Fiscal Agent agrees to pay the Subgrantee for services rendered during the term of this Subgrant Agreement in accordance with Appendix C, Budget, for the services identified in Appendix A, Work Statement, to this Subgrant Agreement as follows:

- A. To the maximum price for state funds during the term of this Subgrant Agreement to finance HIV-related care services, housing related services, and prevention/education programs set forth in Appendix A, Work Statement, up to the dollar amounts set forth in Appendix C, Budget.
- B. To the maximum price for federal funds during the term of this Subgrant Agreement for HIV-related care services and housing related services set forth in Appendix A, Work Statement, up to the dollar amounts set forth in Appendix C, Budget.

II. MONTHLY INVOICING

A. Conditions of the Request

- 1. In order to expedite cash flow, reimbursement for monthly expenses may be made to the Subgrant on a monthly basis, in the format provided herein as Attachment 1 (NCDAC Invoice) to this Appendix B. Invoices must be received in the Fiscal Agent Office no later than the fifth business day of the month following the month during which the expense was incurred.
- 2. Payment of funds under this agreement is strictly a cash reimbursement system and cash advances are not permitted under any circumstances.
- 3. Procedures for submission of the Fiscal Agent Invoice may be subject to change by Fiscal Agent or the Department as required to better facilitate the cash management objectives of the region or the Commonwealth. Further, the Fiscal Agent may, at its sole discretion, based on monitoring of the proper completion and timely submission of Fiscal Agent Invoices and Fiscal Agent Quarterly Financial Reports (included herein as Attachment 2 to this Appendix B), disallow further invoicing under this Agreement by the Subgrantee.

B. Required Supporting Documentation

- 1. Each Fiscal Agent Invoice submitted shall include sufficient supporting documentation to reconcile the expenditures to the Fiscal Agent Invoice. Such documentation shall consist of a general ledger and/or copies of paid Subgrantee invoices and copies of the payment checks, indicating vendors paid, including payment of salaries and benefits of employees.
- 2. Fiscal Agent Invoices and supporting documentation shall be sent or delivered to the attention of the Fiscal Administrator at North Central District Allied Connections, 7930 Nittany Valley Drive, Suite B, Mill Hall, PA 17751 or at such other address identified in writing by the Fiscal Agent.

III. COMPLIANCE DOCUMENTATION

Payments by Fiscal Agent shall be contingent upon the following:

- A. The proper execution of this Subgrant Agreement by the parties.

- B. Fiscal Agent's receipt from the SUBGRANTEE data and program reports including, but not limited to, those from the CAREWare Database Manual, Prevention reports, HOPWA invoice supplements for services provided during the previous month and HOPWA reports and other reports as listed in Section XII Paragraph D of the sub-grant agreement, completed on the appropriate forms and in the formats provided by the Fiscal Agent and the Division of HIV/AIDS.
- C. The Fiscal Agent's receipt of the Subgrantee Quarterly Financial Reports as required.
- D. Completion of responsibilities identified during the on-site monitoring, evaluation, and/or peer review visits of the Fiscal Agent.
- F. The Subgrantees adherence to the budget modification procedures included in Section VI of this Appendix B.
- G. Compliance by the Subgrantee with reporting requirements set forth that include, but are not limited to, Program Reports, Quarterly Financial Reports, HOPWA Invoice Supplements and Quarterly Unit Cost Reconciliation, for state and federal funding associated with this Agreement.

#### IV. Final Payment

The 4<sup>th</sup> Quarter Financial Report is due on the fifth business day in July of each state fiscal year of the term of this Subgrant Agreement. If this Subgrant Agreement terminates prematurely, the Subgrantee shall provide such report and any applicable refund to the Fiscal Agent by the fifteenth calendar day after such termination. The settlement will be made based on this report. If monies are due the Subgrantee, an Invoice must accompany the report for payment.

#### V. Disallowed Expenditures

The Subgrantee agrees that all funds that may be received as a result of this Subgrant Agreement are to be expended solely for the purposes set forth in this Subgrant Agreement and that this Subgrant Agreement may be canceled, in whole or in part, by the Fiscal Agent in the event that the funds are not so utilized. If the Fiscal Agent determines that the Subgrantee has spent funds not in accordance with this Subgrant Agreement, or any state or federal law or regulation, the Fiscal Agent will notify the Subgrantee of the disallowed expenditure and offset it against any monies payable to the Subgrantee or otherwise proceed to collect such disallowed expenditure.

#### VI. Budget Modifications

- A. The Subgrantee must receive prior written approval from the Fiscal Agent for the following budget modifications:
  1. Any reallocation of Subgrant Agreement funds that result in the movement of Subgrant funds out of a direct service category as identified in the Budget, Appendix C.
  2. Minor and major budget revisions to the Subgrant Agreement funds.
  3. The Subgrantee may not change the total Subgrant Agreement amount or exceed the administrative cost cap for the affected funding stream as delineated in the Subcontractor Manual. The Subgrantee shall provide written notification to the Fiscal Agent of any such change.

4. General Conditions for Budget Revisions

I. *Budget Revisions At or Exceeding 20%*

- a. The Subgrantee shall not reallocated funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Fiscal Agent.
- b. The Subgrantee shall request prior written approval from the Fiscal Agent when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
- c. Reallocations at or exceeding 20 % of the total amount of the Contract per budget year may not occur more than once per budget year unless the Fiscal Agent finds that there is good cause for approving one additional request. The Fiscal Agent's determination of good cause shall be final.

II. *Budget Revisions Under 20%*. The Subgrantee shall notify the Fiscal Agent of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Fiscal Agent approval, except in Paragraph 4(i)(B) above.

III. The Subgrantee shall obtain written approval from the Fiscal Agent prior to reallocation funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.

IV. The Subgrantee shall provide the Fiscal Agent with notice or make a request for approval prior to the submission of the next invoice based on these changes.

V. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.

5. Budget Revision Relating to Personnel

I. Any change to funds in the Personnel Category requires the approval of the Fiscal Agents, and any such change at 20% or over as set forth in Paragraph 4(i) shall be counted as one Budget Revision under that paragraph.

II. The Subgrantee may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, increase staff personnel or fringe benefit line items unless one of the following apply

a. The Subgrantee is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining or other union agreement, which necessitates such reallocation.

b. The Subgrantee is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Subgrantee shall submit to the Fiscal Agent written justification for the request to increase rates and reallocation of funds in connection with filling such a position in sufficient detail for the Fiscal Agent to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the

Subgrantee's inability to fill the position at the existing rates. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to a position may exceed 10% of the original rate.

- c. The Subgrantee is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Subgrantee may add or change a position, title or classification in order to perform work that is already required. The Subgrantee shall submit to the Fiscal Agent for their approval written justification for the request to increase rates and reallocation of funds in connection with changing or adding a position, title or classification, in sufficient detail for the Fiscal Agent to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Subgrantee's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to an addition or change may exceed 10% of the rate for the original.

- III. The Fiscal Agent's determination regarding the validity of any justification is final.
- IV. All increases are subject to the availability of funds awarded under this Contract the Commonwealth is not obligated to increase the amount of award.
- V. This paragraph is not intended to restrict any employee from receiving an increase in salary based on the employer's fee schedule for the job classification.

VII. Deposit of Funds into an Interest-bearing Account

- A. State and federal funds received under this Subgrant Agreement shall be promptly deposited in an insured interest-bearing account. Interest income derived from such deposits are Departmental funds and, as such, shall be reported quarterly to the Fiscal Agent.
  - 1. All interest income derived by the Subgrantee from the use of state and federal funds under this Subgrant Agreement, during the entire term of this Subgrant Agreement shall, upon written notification by the Fiscal Agent, be utilized to reduce the budgeted Subgrantee's cost of services provided and payments by the Fiscal Agent.
  - 2. In the absence of notification of a reduction in payments from the Fiscal Agent, the Subgrantee shall use such interest income derived from the Subgrant Agreement funds to secure additional eligible services specifically identified in Appendix A, Work Statement (other than its Attachment 1), and funded in Appendix C, Budget.
- B. Third party reimbursements 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 the same period in order to reduce the amount of reimbursement due from the Fiscal Agent. Examples of such third party reimbursements include, but not limited to, Medical Assistance reimbursements, insurance reimbursements, training fees, and food stamp redemptions. Records of receipt and disposition of all third party reimbursement shall be reported quarterly to the Fiscal Agent.

SAP# [insert number]

## 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 Subgrantee shall fulfill the terms of this Subgrant 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 Subgrant Agreement by reference. The Subgrantee acknowledges having previously received a copy of these documents.

**III. STANDARDS**

Upon receipt of the funds that are the subject of this Subgrant Agreement, the Subgrantee 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 Subgrantee 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 Subgrantee providing services under this Subgrant 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 Subgrantees shall cooperate fully with the NCDAC and 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, which are incorporated by reference to this document, and the HOPWA Manual. Both are incorporated herein by reference and the Subgrantee acknowledges having a copy of the manuals. Subgrantees 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 which are incorporated into the agreement
  2. The Subgrantee 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 Subgrant 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 Subgrant Agreement.

- B. The Subgrantee shall not, pursuant to 42 U.S.C. § 300ff-27(b)(3)(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:
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 Subgrantee 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.
- D. The Subgrantee shall, under no circumstances, use funds from this Grant Agreement be used to make direct payments to clients.
- E. The Subgrantee 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, supra, and funding for Ryan White eligible services. The Subgrantee shall make the sliding fee scale been made 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.
1. 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.
  2. The Subgrantee 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 Subgrantee shall require written certification from the client that the annual gross salary information provided by the client is accurate.
- F. The Subgrantee 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 Subgrantee shall provide services in a setting that is accessible to low-income individuals with HIV disease.
- H. The Subgrantee shall engage in outreach to low-income individuals with HIV disease to inform such individuals of available services.
- I. The Subgrantee shall ensure that written referral agreements are in place between agencies within the Subgrantee's service area, as defined in Appendix A, 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 Subgrantee 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 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 Subgrantee's service area with HIV disease.
- K. The Subgrantee 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 Subgrantee further certifies that the services to be provided under this Subgrant Agreement are not already available without cost.
- L. The Subgrantee under this Subgrant 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 Subgrantee 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 Fiscal Agent will notify the Subgrantee 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 Fiscal Agent's written notice.

#### **V. PROVISION OF THE CONTINUUM OF CARE**

- A. The Subgrantee shall use funds provided under the Subgrant Agreement to develop and implement a continuum of prevention/education, housing, and HIV-related care services, addressing those at risk for HIV infection as well as the changing needs of persons with HIV and their families. This continuum shall be provided either directly or through one or more public or nonprofit private entities unless authorized in writing by the Fiscal Agent in accordance with the provisions of Appendix A, Work Statement, Paragraph I, subparagraph B. 1, of this Subgrant Agreement. The continuum of services shall include activities and services provided in a variety of settings for both the general population, as well as targeting subgroups who are at high risk for HIV disease as identified through the needs assessment and planning processes.
- B. In implementing the continuum of services, the Subgrantee shall provide Prevention services, as appropriate for each target group, as defined in the Prevention Intervention guidance issued by the Department, which is incorporated herein by reference, along with any updates. The Subgrantee acknowledges being familiar with that guidance.
- C. HIV-related care services approved in this Subgrant Agreement, such as dental care and primary medical care, when provided with funds from this Subgrant Agreement's Appendix C, Budget, shall be paid on a fee-for-service basis directly to the provider of services. Recipients of such payments from the aforementioned budget category such as dentists and physicians need not be public or non-profit

entities. No funds from this Subgrant Agreement shall be used to pay for advocacy services provided by for-profit entities.

## **VI. INTEREST OF THE SUBGRANTEE**

- A. The Subgrantee 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 Subgrantee further covenants that in the performance of this Subgrant Agreement, it shall not knowingly employ any person having such adverse interest. The Subgrantee further certifies that no member of the board of the Subgrantee 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 Subgrant Agreement 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 Subgrant 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 Subgrantee 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 Subgrantee) 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 Subgrant Agreement, or a member of his/her immediate family.
  2. An employee of the Subgrantee, whose responsibilities include making decisions in any way related to funding under this Subgrant Agreement, 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 Fiscal Agent 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 Subgrantee 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 Subgrantee) of the Standard General Terms and Conditions which are incorporated by reference to this document.

## **VII. PROPERTY AND SUPPLIES**

### **A. Acquisition**

The Subgrantee shall receive prior written approval from the Fiscal Agent for all computer-related equipment, including hardware, software and peripheral devices to be purchased with funding under this Subgrant Agreement regardless of the cost of the item to be purchased. The Subgrantee shall receive prior written

approval from the Fiscal Agent for all other fixed assets or non-expendable property to be purchased with funding under this Subgrant Agreement when the cost of such property is \$500 or more. The cost for such fixed assets or non-expendable property shall be allowable only when included within the approved budget, Appendix C. The approved budget does not, in itself, constitute such required written approval. Fixed assets or non-expendable property are identified as: (1) furnishings, furniture, or equipment (including computer-related equipment) which have a useful life of more than one year; and, (2) those items that can be used repeatedly without materially changing or impairing their physical condition and that can be kept in serviceable condition by normal repair, maintenance, or replacement of parts. The Subgrantee shall include information in submitting its request to the Fiscal Agent to purchase a fixed asset or non-expendable property as set forth in numbers 1 & 2 below.

The Subgrantee shall submit purchase requests for any type of fixed asset or non-expendable property to the Fiscal Agent by May 1 of each state fiscal year to allow for sufficient review and processing time.

The Subgrantee shall include the following information in submitting its request to the Fiscal Agent to purchase a fixed asset or non-expendable property. The Fiscal Agent from time to time in writing may make changes to the list of required information.

1. Fixed Assets - Furniture, Furnishings and Equipment
  - a. Identify the item to be purchased.
  - b. Estimate cost per item.
  - c. Address/location, need for equipment, identify staff and intended use.
  - d. Identify the source of funds to be used.
  - e. Identify the State Fiscal Year to which funds are to be charged.
  - f. Identify cost proration between appropriations under this Subgrant Agreement, if applicable.
  - g. Identify on which appropriation's inventory the asset will appear, if such inventory listings are separated by appropriation.
  - h. Provide comparable bids from three potential vendors for the same requested items.
  
2. Fixed Assets - Computer Hardware, Software and Peripheral Devices
  - a. Identify the type of computer or computer related device to be purchased, i.e. PC, printer, modem, software (Windows XP), etc.
  - b. Identify the manufacturer's name, model or version, the specification and cost quote associated with each item to be purchased.
  - c. Identify the intended use or application of the product and the position funded in the Subgrant Agreement that will be using it.
  - d. Identify the existing computer hardware, software, and peripheral devices previously purchased or currently available and in use at the Subgrantee's office.

- e. Identify the source of funds to be used.
- f. Identify the State Fiscal Year to which funds are to be charged.
- g. Identify cost proration between appropriations under this Subgrant Agreement, if applicable.
- h. Identify on which appropriation's inventory the asset will appear, if such inventory listings are separated by appropriation.
- i. Provide bids from three potential vendors for the requested items.

**B. Property Records**

The Subgrantee shall 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 Subgrantees shall have in place a control system, including insurance coverage, to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Subgrantees shall investigate and fully document any loss, damage or theft to said property or assets.

- C. The Subgrantees shall 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 Commonwealth administered Subgrant Agreement funding. The Subgrantees shall update annually an inventory list of all fixed assets that have been procured with financial resources associated with this Subgrant Agreement.
- D. The Subgrantee shall account for all fixed assets or nonexpendable property purchased - as defined in this Paragraph VII. The Subgrantee shall maintain on file an inventory list of assets and property procured, following the provisions of this Paragraph VII.
- E. None of the provisions of this Paragraph VII shall apply to Subgrantees that provide their service to the Grantee solely on a fee-for service- basis.

This Paragraph VII supplements Paragraph 20 (Ownership Rights) and Paragraph 37 (Disposition of Equipment and Other Material) of the Standard General Terms and Conditions which are incorporated by reference to this document.

**VIII. INSURANCE (SUBGRANTEE REQUIREMENTS)**

- A. The Subgrantee shall be considered as an independent Subgrantee under this Subgrant 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 Subgrantee who have financial responsibilities related to the receipt and disbursement of funding under this Subgrant Agreement shall be covered by a fidelity bond adequate to protect the Fiscal Agent and Subgrantee 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 Fiscal Agent as a co-insured.
- B. The Subgrantee may fulfill its responsibility under this Paragraph VIII either by purchasing the insurance coverage or by having the status of being self-insured under the laws of the Commonwealth. In the event of the Subgrantee having self-insured status, benefits paid by the Subgrantee are not reimbursable by the Fiscal Agent under the terms of this Subgrant Agreement without prior written approval from the Fiscal Agent. The Subgrantee 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 Subgrant Agreement.

- C. The Grantee shall require that Subgrants for the provision of services hereunder include the above insurance coverage provisions except: 1) fee-for-service arrangements, where the fee is paid for by funds under this Subgrant Agreement, for Grantee service costs below \$10,000 during the Subgrant Agreement period; 2) Subgrants for consultants, commodities or training. The Grantee is not required to include fidelity bond language in Subgrants for the provision of services hereunder.

This Paragraph VIII supplements Paragraph 4 (Independent Contractor) of the Standard General Terms and Conditions which are incorporated by reference to this document.

#### **IX. FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

- A. The Grantee and Subgrantee shall comply with all federal debarment regulations set forth at 45 C.F.R. Part 76 et seq.
- B. The Grantee and Subgrantee shall include subparagraph A of this Paragraph IX in any Subgrant or Letter of Agreement (LOA) entered into under this Grant Agreement. For purposes of any Subgrant or LOA, the Grantee shall substitute its name for that of the Department. The Grantee shall promptly notify the Department of any notification it receives from a Subgrantee or consultant of that Subgrantee's or consultant's debarment, suspension, being proposed for debarment, being declared ineligible, or being voluntarily excluded from participation in that transaction by any Federal department or agency.

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

#### **X. NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Subgrantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Subgrant Agreement, Contract, or subcontract, the Grantee, a subgrantee, a Contractor, a subcontractor, or any person acting on behalf of the Grantee and Subgrantee 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 Grantee, any Subgrantee, Contractor or any subcontractor 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 Grantee, any Subgrantee, Contractor or any subcontractor 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 Grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Grantee, any Subgrantee, Contractor or any subcontractor shall not 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 any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.

- E. The Grantee and each Subgrantee, Contractor and subcontractor 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 Grantee and each Subgrantee, Contractor and subcontractor 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 Grantee, any Subgrantee, any Contractor or any subcontractor shall, upon request and within the time periods requested by 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.
- F. The Grantee, any Subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.
- G. The Granter’s and each Subgrantee’s, Contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, Contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- H. The Commonwealth and the Grantee may cancel or terminate the Subgrant Agreement and all money due or to become due under the Subgrant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

**XI. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT**

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor each subcontractor, or any person acting on behalf of the Contractor or subcontractor 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 Contractor nor any subcontractor 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 Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, gender, sexual orientation, gender identity or expression, handicap or national origin against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Contractor and any subcontractors shall ensure that any services or benefits

available to the public or other third parties by way of this Contract 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 Contractor and each subcontractor 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 Contractor or any subcontractor 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.

## **XII. CONFIDENTIALITY PROVISIONS**

The Grantee and all Subgrantees funded by this Grant Agreement 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 Grantee 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.

## **XIII. FUNDING LIMITATIONS**

- A. The Grantee shall comply, and require that its Subgrantees 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 Grant Agreement. Services defined in this Paragraph XII are not applicable to this Grant Agreement unless such services appear in Appendix A, Work Statement, exclusive of Attachment 1, and in Appendix C, Budget.
- B. The principal intent of the Ryan White CARE Act, as it relates to services provided through this Grant Agreement, is the provision of services to persons infected with HIV and those who have clinically defined AIDS. The Grantee and all Subgrantees providing services shall verify the HIV status and document the eligibility of all clients who receive Ryan White eligible services.
- C. The Subgrantee shall use funds for Ryan White eligible services provided under this Grant Agreement for services to individuals not infected with HIV only in the following circumstances:
1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV disease. 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 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 care givers to manage the stress and loss associated with HIV disease.

The following services may be provided to HIV-affected persons if they have been budgeted for under this Grant Agreement, in accordance with the provisions of this entire Grant Agreement, including Appendix A, Work Statement, and its Attachment 1, and Appendix C, Budget: Case Management (Non-Medical), Treatment Adherence Counseling, Respite Care, Child Care Services, Emergency Financial Assistance, Food Bank/Home Delivered Meals, Health Education/Risk Reduction, Housing Services, Legal Services, Permanency Planning, Psychosocial Support, Referral Health Care/Supportive, Substance Abuse – Residential, Outreach Services, Rehabilitation, Linguistics Services, Medical Transportation Services.

- D. The Grantee and Subgrantee 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 Department may require Grantee and Subgrantees to return already-spent funds to the Department.
- E. The Grantee and all Subgrantees shall make reasonable efforts to secure other funding to use in providing services instead of funds under this Grant Agreement whenever possible. In support of this intent, it is an appropriate use of funds under this Grant Agreement to provide case management or other services which have as a central function ensuring that eligibility for other funding sources (e.g., Medicaid or Medicare, other local or State-funded HIV programs, or private sector funding, etc.) is aggressively and consistently pursued. If funds other than the funds under this Grant Agreement are available or can be attained, those funds must be used.
- F. Neither the Grantee nor any Subgrantee shall use funds under this Grant Agreement for 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. All entities funded under this agreement must submit requests 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. When such requests are initiated by a Subgrantee, the Grantee shall review the request for fiscal and programmatic appropriateness before forwarding it to the Department.
- G. All travel funded by this grant must be in accordance with Commonwealth of PA travel guidance.
- H. Allowable Use of Funds for Ryan White Eligible Discretely Defined Categories of Services

The Grantee and all Subgrantees shall meet the requirements for funding set out in this subparagraph (H).

1. All services under this 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 Grantee 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 Subgrantee 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 Subgrantee shall only use funds under this 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 Subgrantee acknowledges being familiar with such standards. The Subgrantee shall not use funds under this Grant Agreement for the installation of permanent systems for filtration of all water entering a private residence.

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

Funds may not be used for household appliances, pet foods or other non-essential products.

d. HIV Diagnostics and Laboratory Tests Policy

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

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

Grant funds shall not be used to support the following activities or services:

4. Clinical Trials

The Subgrantee shall not use funds provided under this 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.

5. Funeral and Burial Expenses

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

6. Maintenance of Privately Owned Vehicles

The Subgrantee shall not use funds provided under this Grant Agreement for direct maintenance expense (fuel, oils, tires, repairs) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees. This restriction does not apply to vehicles operated by organizations for program purposes. Mileage reimbursement that enables individuals to travel to needed medical or other support services may be supported with funds under this Grant Agreement in accordance with the Commonwealth Travel and Subsistence Rates (Rev. 4/15) of this Grant Agreement.

7. Property Taxes

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

8. Substance Abuse Treatment for Eligible Individuals

a. Residential Substance Abuse Treatment Services: The Subgrantee shall only use funds under this Grant Agreement for residential substance abuse treatment programs, including expanded HIV-specific capacity of programs if timely access to treatment is not available. The following limitations apply to use of funds under this Grant Agreement for residential services:

- i. The Subgrantee shall not use funds provided under this Grant Agreement for inpatient hospital detoxification. However, if detoxification is offered in a separate licensed residential setting (including separately licensed detoxification facility within the walls of a hospital), funds may be used for this activity.
- ii. If the residential treatment service is in a facility that primarily provides inpatient medical or psychiatric care, the component providing the drug and/or alcohol treatment must be separately licensed for that purpose.

9. Employment, and Employment-Readiness Services

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

#### 10. Outreach

The Subgrantee shall not use funds provided under this Grant Agreement for outreach programs that exclusively promote HIV counseling and testing or have as their purpose HIV prevention education. Additionally, the Subgrantee 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.

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

The Subgrantee shall only use funds under this Grant Agreement to support outreach programs meet the following criteria:

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

The Subgrantee shall only use funds provided under this Grant Agreement for outreach through directories of services and similar resources to aid consumers in making the most effective use of available services.

#### 11. Clothing

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

#### 12. Capital Assets and Expenditures

The Subgrantee shall not use funds under this Grant Agreement to improve land, or to purchase, construct, or permanently improve (other than minor remodeling) any building or facility.

#### 13. Taxes

The Subgrantee shall not use funds under this 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).

#### 14. Social and Recreational activities

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

15. Pre-Exposure Prophylaxis (PrEP)

The Subgrantee shall not use funds under this Grant Agreement for the provision of Pre-Exposure Prophylaxis, otherwise known as PrEP.

16. Lobbying

The Subgrantee shall not use funds under this Grant Agreement to influence or attempt to influence members of Congress or other Federal personnel.

17. Foreign Travel

The Subgrantee shall not use funds under this Grant Agreement for foreign travel.

18. Liability Risk Pool

The Subgrantee 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.

19. Cash Payments

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

## **NCDAC Code of Conduct – Attachment 2**

Part of the intent of this section is to identify offenses or behavior patterns for which corrective actions are taken. This is necessary in order to provide consistent treatment of all subcontractors and so that the rights of others will not be violated.

Although this list is not an all-inclusive, the following are examples of deficiencies or offenses for which progressive corrective actions may be appropriate and which may result in contract termination.

Examples of offenses that are considered breach of contract that generally require corrective action and may result in contract termination:

- Neglect of duty or inattention to duty; Negligence in the performance of duty or productivity not up to standards
- Violation of common safety practices
- Inappropriate behavior, including, but not limited to, threatening, intimidating, coercing, bullying, or interfering with NCDAC staff or other subcontractors.
- Inappropriate behavior toward or discourteous treatment of NCDAC staff, other subcontractors including use of profanity and other harassing statements.
- Negligence or abuse.
- Misconduct and/or inappropriate behavior
- Insubordination
- Harassment
- Violation of NCDAC contract terms

The following occurrences are cause for termination. Since a complete list of specific offenses is impossible, contract termination is not limited to the situations described below.

- Any act of fighting on NCDAC property
- Conviction of a felony
- Falsifying personnel or pay records.
- Falsifying official records and documents of the NCDAC.
- Immoral or indecent conduct
- Theft and/or misappropriation of funds.
- Unauthorized release of confidential or official information.
- Violating the Ethics in Government Law (i.e., conflict of interest).
- Behavior of any nature that discredits the NCDAC, including but not limited to, a willful misrepresentation to or on behalf of the NCDAC.
- Behavior that interferes with the operation of the NCDAC or any part thereof.
- Any other action, behavior, or communication that, as perceived by NCDAC Staff, adversely affects the NCDAC or any subcontractors thereof.

**LOBBYING CERTIFICATION FORM**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>Type of Federal Action:</b> a. contract Grant cooperative agreement loan loan guarantee loan insurance	<b>Status of Federal Action:</b> a. bid/offer/application initial award post-award	<b>Report Type:</b> a. initial filing material change  For Material Change Only:  year _____ quarter _____ date of last report _____
<b>Name and Address of Reporting Entity:</b>  Prime                      Subawardee Tier _____ <span style="margin-left: 300px;"><i>(if known)</i></span>  Congressional District, <i>if known</i> : _____		<b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, <i>if known</i> : _____
<b>Federal Department/Agency:</b>		<b>Federal Program Name/Description:</b>   CFDA Number, if applicable: _____
<b>Federal Action Number, if known:</b>		<b>Award Amount, if known:</b>  \$ _____
<b>a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>		<b>Individual Performing Services (including address if different from 10a) (last name, first name, MI)</b>
<b>11</b>	Information requested through this form is authorized by title 31 U.S.C., section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____      Date: _____
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form - LLL

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

Identify the status of the covered Federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.

Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

(a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.