Department of Public Health
CITY OF PHILADELPHIA

Division of HIV Health

Ryan White Care Services Manual

Updated 2023

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Ryan White Eligibility Requirements

Eligible Beneficiaries

The principal intent of the RWHAP statute is to provide services to PLWH, including those whose illness has progressed to the point of clinically defined AIDS. When setting and implementing priorities for the allocation of funds, recipients, Part A Planning Councils, community planning bodies, and Part B funded consortia may optionally define eligibility for certain services more precisely, but they may NOT broaden the definition of who is eligible for services. HRSA HAB expects all HRSA RWHAP recipients to establish and monitor procedures to ensure that all funded providers verify and document client eligibility. Affected individuals (people not identified with HIV) may be eligible for HRSA RWHAP services in limited situations, but these services for affected individuals must always benefit PLWH. Funds awarded under the HRSA RWHAP may be used for services to individuals affected by HIV only in the circumstances described below:

a. The primary purpose of the service is to enable the affected individual to participate in the care of a PLWH. Examples include caregiver training for in-home medical or support service; psychosocial support services, such as caregiver support groups; and/or respite care services that assist affected individuals with the stresses of providing daily care for a PLWH.

b. The service directly enables a PLWH to receive needed medical or support services by removing an identified barrier to care. Examples include payment of a HRSA RWHAP client's portion of a family health insurance policy premium to ensure continuity of insurance coverage that client, or childcare for the client's children while they receive HIV-related medical care or support services.

c. The service promotes family stability for coping with the unique challenges posed by HIV. Examples include psychosocial support services, including mental health services funded by RWHAP Part D only, that focus on equipping affected family members, and caregivers to manage the stress and loss associated with HIV.

d. Services to affected individuals that meet these criteria may not continue subsequent to the death of the family member who was living with HIV.

Ryan White eligibility must be determined by the following:

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- Proof of HIV status
- Proof of residency - Reside in the Philadelphia EMA - Philadelphia, Montgomery, Delaware, Chester or Bucks County in Pennsylvania, Burlington, Camden, Gloucester, or Salem County in New Jersey
- Proof of income - Have an income too low to pay for care

- Proof of Insurance - Have no health insurance or not enough insurance to pay for the medical care you need
- You do not have to be a United States citizen to receive Ryan White HIV services.

In some cases, family members can receive services through a Ryan White program focused on women, infants, children, and youth, even though they are not diagnosed with HIV."

Beneficiaries must be certified as being eligible to receive RW services annually. An eligibility card will be provided once certification has been completed. This card can be used at every RW provider where services are received. Certification ensures RW services are available to those most in need. For more information, visit: http://hab.hrsa.gov/manageyourgrant/pinspals/pcn1302clienteligibility.pdf

Payor of Last Resort and Vigorous Pursuit

According to the Health Resources Services Administration/HIV/AIDS Bureau, Ryan White funds may not be used "for any item or services to the extent that payment has been made, or can reasonably be expected to be made" by another payment source.

Ryan White recipients and SUBRECIPIENTS must make reasonable effort to secure non-Ryan White funds whenever possible for services to individual clients. Ryan White program funds are the "Payor of Last Resort" and must show documentation that SUBRECIPIENTS vigorously pursue all healthcare insurance options for clients. For more information visit:
https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/2022-rwhap-nms-part-b.pdf

Ryan White HIV/AIDS Treatment Extension Act of 2009

Summary of Ryan White HIV/AIDS Treatment Extension Act of 2009 Public Law 111-87, https://www.congress.gov/bill/111th-congress/senate-bill/1793

Ryan White HIV/AIDS Treatment Extension Act of 2009 - (Sec. 2) Amends provisions of title XXVI of the Public Health Service Act (popularly known as the Ryan White Care Act [RWCA]) to extend the RWCA (repeals the termination date) and revive any expired programs retroactively to September 30, 2009. Reauthorizes appropriations for RWCA provisions, including provisions concerning:

(1) emergency relief grants for metropolitan areas to assist in delivering and enhancing HIV-related services;
(2) grants to enable states to improve health care and support services for individuals and families with HIV/AIDS (Care grants);

(3) early intervention grants to public and nonprofit private entities to provide early intervention services;
(4) programs to provide coordinated services for women, infants, children, and youth with HIV/AIDS;
(5) grants for HIV/AIDS education and training for health care personnel;
(6) grants to dental schools and programs for oral health care to patients with HIV/AIDS; and
(7) the Minority AIDS Initiative.

Section A.
Administrative Service Provisions

I. PROGRAM

1. SUBRECIPIENT will ensure that it adheres to both the Health Resources and Services Administration (HRSA) and DHH definition of each Ryan White HIV/AIDS Extension Act of 2009 Service Category, as defined in the SUBRECIPIENT Services and Unit Definitions of the DHH RW HIV/AIDS and HIV/AIDS Program Services Reporting Requirements (RSR).

2. SUBRECIPIENT agrees to provide the minimum number of Units of Service per contract period, to the minimum number of unduplicated patients required during the contract period, as proposed by the Program Services Unit or the Information Services Unit and confirmed in the Program Goal Sheet and/or the Service Provision Delineation Letter.

3. SUBRECIPIENT further agrees to abide by any DHH Conditions of Award as required.

4. SUBRECIPIENT will ensure that it provides DHH with data and other required submissions, as delineated on the DHH Reporting Calendar.

5. SUBRECIPIENT will ensure that it has up to date CARE Policies and Procedures Manual (hereafter called “Agency Care Manual”) which will be made available to DHH for review and ratification upon request. If the agency is newly funded and does not have an Agency Manual which meets the minimum criteria indicated below, the Agency Care Manual must be completed within sixty (60) business days from the beginning of this funding period. If the agency has an Agency Care Manual that does not meet the minimum criteria indicated below, then such a manual must be updated within forty-five (45) business days from the beginning of this funding period.

6. The following protocols must be included in the Agency Care Manual:

   A. Mission/ Philosophy of the Program
   B. Philosophy regarding the specific service(s) being offered
   C. Confidentiality
   D. Involvement by consumers in program design, feedback, and outcomes of all funded programs
   E. Referrals, letters of agreement, and procedures for referral and tracking of clients to appropriate services
   F. Crisis Intervention
   G. Personnel - including written annual staff evaluations, job descriptions, employee grievance procedures and policy and procedures that address staff stress and burnout

H. Staff training - annual plan - documentation of training provided
- Staff safety
- Record maintenance
- Quality Assurance iv. Copies of all forms

7. SUBRECIPIENT will ensure that, should funding be provided through DHH for both HIV Care and Prevention activities, a separate Policy and Procedure Manual will be developed for each of these activities, and that appropriate sections will be included to address requirements of each funding source/activity.

8. SUBRECIPIENT will ensure that it fully participates in all DHH initiatives relevant to these programs, including but not limited to: The Medical Case Management Coordination Project, including training activities as well as other mandates and directives that Ryan White Medical Case Management SUBRECIPIENTS (all Ryan White Part A SUBRECIPIENTS) adhere to; The DHH Continuous Quality Management Project; and, The Consumer Feedback System, implemented through DHH's Client Services Unit (CSU) or successor agency (all Ryan White Part A, Part B, RW MAI, and or City General CARE SUBRECIPIENTs).

9. SUBRECIPIENT assures that standards are established and adopted by the appropriate authority for all Ryan White HIV/AIDS Extension Act of 2009 funded programs. For programs and/or individuals in which separate standards apply (such as, but not limited to, Professional Codes of Ethics and Conduct), the more stringent standards will be followed, in conjunction with the current interpretation of these standards by the certifying agency.

10. SUBRECIPIENT will ensure that it fully participates in the Regional Continuum of HIV/AIDS Care, which includes prevention activities, as applicable to the agency and care services provided. To this end, SUBRECIPIENT will ensure that it has established and documented linkages and referral arrangements with other AIDS care services programs, appropriate HIV prevention services, Testing and Linkage to Care sites and other key points of entry **include, but are not limited to: emergency rooms; substance abuse treatment programs; detoxification programs; adult and juvenile detentions facilities; STD clinics; Federally Qualified Health Centers; HIV disease counseling and testing sites; mental health programs and homeless shelters.**

11. SUBRECIPIENT agrees to establish formal Letters of Agreement between SUBRECIPIENT and cooperating HIV Care and/or Prevention organizations, detailing the scope of services, referral and/or coordination process, rights and responsibilities of both parties, and required timeframes.

12. SUBRECIPIENT will ensure that secondary prevention efforts are integrated into medical care services for Persons Living with HIV. To assist persons with HIV/AIDS maintain an optimal level of health and prevent HIV re-infection.

13. SUBRECIPIENT will ensure that an "Authorization to Release Confidential Information Form", which meets the requirements of Pennsylvania Act 148 *(Pennsylvania Confidentiality of HIV Related Information Act)*, is explained to the client prior to them signing the form and information being released to or received from other organizations or agencies. This release must be dated, time limited and specific to current SUBRECIPIENT.

14. SUBRECIPIENT will ensure that all staff maintain confidentiality, and that this requirement applies equally to both paid and unpaid personnel (including students and volunteers) in direct, administrative, support, and service positions. It will further ensure that it complies with Pennsylvania Act 148 (amended to Act 59 in 2011) (Confidentiality of HIV-Related Information Act of l990, 35 P.S. Section 7601 et seq., hereafter referred to as PA Act 59), or NJ Statute 26:5C (An Act Concerning Acquired Immunodeficiency Syndrome and Supplementing Title 26 of the Revised Statute, hereafter referred to as NJ Statute 26:5C), as appropriate. SUBRECIPIENT further agrees that written policies regarding consumer confidentiality (including a copy of PA Act 59 or NJ Statute 26:5C, depending upon jurisdiction) will be kept on file by the agency and be easily accessible by all program staff.

15. SUBRECIPIENT assures that all staff, paid and non-paid, volunteer, student, or other, having contact with consumers in any capacity will have HIV related knowledge and skills necessary for performing their duties in a knowledgeable, compassionate, and appropriate manner. To the degree necessary for this particular position, it is agreed that the knowledge base will include, but not be limited to, the following:

    A. Fundamentals of HIV
    B. Cultural Humility and HIV Service Delivery
    C. Health Equity and HIV
    D. LGBTQ+ Competence and HIV Service Delivery
    E. Philadelphia's Community Plan to End the HIV Epidemic (EHE) Plans and Efforts
    F. Pre and Post Exposure Prophylaxis (PrEP and PEP)
    G. Radical Customer Service
    H. Undetectable = Untransmittable (U=U)

The HIV related information required for each position should be determined by the Agency. The requirement will be placed in the Agency Manual and will be reviewed as requested by the DHH Program Analyst.

16. SUBRECIPIENT assures staff holding professional memberships and/or certifications will be held to the standards of their profession. The same will be true of staff positions with specific DHH mandated requirements for training and/or certification.

17. SUBRECIPIENT agrees to mandate knowledge of First Aid procedures and Universal Precautions among all staff with potential need to respond to emergencies among clients and/or other staff whether the staff persons are funded by DHH. This requirement must be supported by appropriate supplies and equipment. In addition, SUBRECIPIENT will recognize the necessity of ongoing trainings and continuing education learning.

18. SUBRECIPIENT agrees that if it is determined that further HIV training is necessary and the SUBRECIPIENT will work with the DHH Program Analyst to resolve any deficiencies.

19. SUBRECIPIENT will, as applicable, make reasonable efforts to ensure it involves consumers in the design, delivery, and assessment of services. It will emphasize involving consumers from the populations it serves in these activities and document this in meeting minutes and be available for review by the DHH assigned Program Analyst.

20. SUBRECIPIENT will ensure that it has established, or that it will establish within ninety (90) days after the initiation of this contract, a Quality Management Committee, which serves as a mechanism for measuring the quality of services provided. This will be an internal quality improvement program with program performance indicators, service standards mandated by DHH, other certifying agencies and internal program expectations.

21. SUBRECIPIENT will ensure that access for persons with physical disabilities for all services funded. Advertisements and notices must include information reflecting physical accessibility and contact information for gaining access to full participation.

22. SUBRECIPIENT will ensure that client accessible telephone lines are answered at all times by a staff member or voicemail service. It is agreed by the SUBRECIPIENT that, except for technical difficulties, that at no time will the telephone number published for the program be unanswered. SUBRECIPIENT

further agrees that their voicemail's outgoing message must include the agency's normal business hours, and the Client Services Helpline 1800-985-AIDS or 215 985-2437.

23. SUBRECIPIENT will ensure that in the case of technical difficulties during regular business hours that the assigned DHH Program Analyst, or in the absence of the Program Analyst, the DHH Program Analysis Supervisor must be contacted immediately (verbal/phone or email) that the system is not operating and provide an ongoing assessment regarding when telephone services will once again be available.

24. SUBRECIPIENT agrees that direct e-mail accounts will be established. SUBRECIPIENT further agrees to make internet access available for staff in reference to work tasks and continuing education purposes.

25. SUBRECIPIENT will ensure that all advertisements placed in publications, public information campaigns, electronic and social media platforms using DHH funding will need to be pre-approved by DHH. SUBRECIPIENT further assures and agrees that any costs incurred by producing these items prior to review and appropriate certification by the Materials Review Committee will be assumed fully by the SUBRECIPIENT, and that invoice costs presented to DHH for these services will be denied.

26. SUBRECIPIENT will ensure that the program's services, as well as the educational materials and messages disseminated under this contract, are culturally sensitive and competent, relevant, language and age appropriate to the target population(s). The programs will be accessible to the population(s) served, and responsive to the needs of the community.

27. SUBRECIPIENT will assure that it obtains approval from DHH and the CDC mandated Health Communications/Public Information Review Panel prior to printing or distributing: forms, questionnaires, brochures, public service announcements, videos, films, articles, or other information (including electronically based) funded by DHH.

28. SUBRECIPIENT agrees that appropriate credit will be required on all literature, brochures, ads and other public relations materials if the publication or materials were produced with funds in whole or in part through the DHH, and/or the services referred to are funded through DHH. SUBBRECIPIENT further agrees that credit will read: **“Philadelphia Department of Public Health, Division of HIV Health**.

STATISTICS, REPORTS, DOCUMENTATION AND MONITORING

1. SUBRECIPIENT will submit reports appropriate for each funded program to DHH in the required format no later than five (5) days after the end of each month being reported on, or as required by the DHH Reporting Calendar.

2. SUBRECIPIENT will submit Financial Reports to DHH no later than ten(10) calendar days after the end of the quarter to the to the DHH Information Services Unit.

3. SUBRECIPIENT agrees that additional data relevant to the services it provides under this contract may be required by DHH during this contract period.

4. SUBRECIPIENT will ensure that it makes available for review by DHH, all client records, files, paper or electronic medical records (EMR) and other required documentation related to services provided under this contract.

5. SUBRECIPIENT will ensure DH has the unlimited right to make unscheduled visits to the Agency’s site or location of program activity.

6. SUBRECIPIENT will be responsible for managing electronic data collection with the capability to report all the data elements required to report unduplicated clients and maintain client-level data. This system (hardware and software) must be compatible and approved by the DHH Information Services Unit.

7. SUBRECIPIENT agrees to be responsible for fully completing and submitting all reports related to the Ryan White HIV/AIDS Program Services Reports (RSR) as indicated on the DHH Reporting Calendar following the year the services were provided. Reports will be verified for completeness and accuracy prior to forwarding them to HRSA by the submission deadline.

8. SUBRECIPIENT also agrees to be responsible for gathering and reporting all Ryan White HIV/AIDS Program Service Reports (RSR) from its subcontractors,

regardless of the amount of money involved in the subcontract. Subcontractors need only to report on Ryan White eligible clients and services covered.

9. SUBRECIPIENT agrees to submit the Ryan White HIV/AIDS Program Services Reports (RSR) as directed by the DHH Reporting Calendar. The SUBRECIPIENT further agrees that in cases where the program(s) does not receive continued funding, that the Ryan White HIV/AIDS Program Services Reports (RSR) must still be provided for those months of the calendar year in which services were provided.

III. FISCAL

1. Invoicing
   A. Direct Contracts and Umbrella Sub-Contracts: SUBRECIPIENTS will invoice PDPH/DHH or the umbrella organization monthly, using the standard procedures established by PDPH/DHH the tenth (10th) day of the month following the month in which costs were incurred.
   B. Umbrella Organizations: Umbrella organizations will invoice PDPH/DHH by the twentieth (20th) day of the month following the month in which costs are incurred.
   C. SUBRECIPIENT understands that failure to do so will result in a delay in processing invoices. All costs invoiced for must be based on the program's actual expenditures for that month and not 1/12 of the overall budget. In addition, at no time should an invoice represent more than one month's expenses. A final payment will be made to the agency based upon satisfactory completion of all contracted services as documented by monthly statistical and reports, in addition to submission of final expenditure reports.
   D. SUBRECIPIENT understands if it is determined that under/overspending is viewed during DHH's monthly invoice reconciliation review, budget reallocation or recapture of funds may occur for redistribution to ensure optimal service delivery throughout the region. Agency agrees to inform their assigned DHH Program Analyst in writing of any expected under-expenditures as soon as they are identified.

2. SUBRECIPIENT agrees to request approval in writing from PDPH/DHH for any budget revision(s) prior to the implementation of any such budget modification(s). A detailed narrative explanation of the reason(s) for the request must be included as part of the request. The implementation of, and subsequent invoicing against, the budget as modified will not be permitted until written authorization is provided by PDPH/DHH.

3. SUBRECIPIENT will ensure that in the event an invoice line item has a variance of or greater than ten percent (10%) of the annual budgeted amount for that line item and amounting to more than $250, that the agency will attach a written justification.

4. SUBRECIPIENT will ensure that funding through PDPH/DHH will not be used to provide services or items for which payment already has been made or can be reasonably expected to be made by third party payers, including Medicaid and/or other State or local entitlement programs, prepaid health plans, or private insurance.

EQUIPMENT

5. SUBRECIPIENT will ensure that all equipment acquired with PDPH/DHH funds becomes the property of the City of Philadelphia at the dissolution of the contract. Equipment is defined as an article of non-expendable, tangible, personal property having a useful life of more than two (2) years and an acquisition cost of $500 or more per unit (for more information on this, refer to the City of Philadelphia Cost Principles Guidelines Equipment expenditures are unallowable as indirect costs. The full cost of the equipment is allowable if the use of the equipment is solely in support of the PDPH/DHH funded contract and is included as part of the approved budget.

6. SUBRECIPIENT will ensure all equipment purchased under this contract must be purchased by means of a system that will consist of three (3) or more competitive bids. A purchase-versus-lease analysis must be completed for items costing over five hundred dollars ($500). This equipment must be used only in connection with the program services funded under this contract. All equipment will be approved during the budget review process, and tagged by the City of Philadelphia.

7. SUBRECIPIENT will be responsible for submitting an Equipment Inventory Form (provided by DHH) for all approved equipment at or above $500. This form will be submitted as a line item justification on the invoice for the month of purchase. If the agency bills the PDPH/AACODHH the full cost of the equipment, then this equipment will become the property of the PDPH/ at the termination of the contract or program.

8. Property purchased with PDPH/DHH funding may not be (1) used for any purpose inconsistent with the program and the property it was acquired; (2) mortgaged or otherwise used as collateral without the written permission of PDPH/AACODHH (3) sold or transferred to another property without the written permission of PDPH/AACO. DHH grant conditions or requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of

any proposed change in usage or ownership must be provided to the assigned PDPH/DHH Program Analyst.

9. SUBRECIPIENT will maintain accurate equipment records, including description, award, and percentage paid with Federal funds, location, condition, acquisition data & cost, and disposition.

10. SUBRECIPIENT must have written procurement policies in place and perform a cost/price analysis for each procurement.

11. SUBRECIPIENT will establish a control system to minimize loss, reduce damage, and maintain adequate maintenance. All equipment not accounted for in the final quarter of the contract period will have its value deducted from the final payment.

12. SUBRECIPIENT will ensure that no funds under this contract are used to purchase or improve land, or to purchase, construct, or make permanent improvement to any building

IV. PERSONNEL

1. SUBRECIPIENT will ensure that it employs staff as per this contract's budget and notify DHH in writing, within seven (7) working days, regarding any staff changes or vacancies in connection with this contract. This will include the name of staff, position held, and the date the employee in question was hired, terminated, promoted, or vacated for whatever reason(s).

2. SUBRECIPIENT agrees to submit a position ("job") description and resume for all new staff hired under this contract, within thirty (30) days of the date of hire. The program also agrees to submit the appropriate revised DHH Budget Narrative pages in connection with any such changes made (Personnel Schedule - FORM, Budget Narrative Page) related to Personnel as well as any other pages of the budget, which may be impacted by this change.

3. SUBRECIPIENT ensures that, prior to receiving training or providing services, all employees who provide services to clients younger than 18 years of age must be cleared by a security check provided by the State of Pennsylvania and/or New Jersey which will include both (1) child abuse clearance, and (2) criminal record check. Agency agrees that only an original report can be used for this purpose and that employees who do not pass both portions of this clearance will not function as either a paid or unpaid employee or volunteer under this contract.

4. SUBRECIPIENT agrees to make the original security clearances available upon request by authorized DHH staff.

5. SUBRECIPIENT will ensure that it develops a plan to ensure that all program staff funded under this contract receives the necessary professional training/development to perform their duties adequately and knowledgeably. The plan will be updated annually and placed in the Agency Care Manual.

6. SUBRECIPIENT will ensure that it makes appropriate staff available to attend meetings mandated and/or sponsored by DHH. Documentation of such training will be kept on file and made available for review upon request. Each staff person trained must include Individual's name, date(s), length, subject of training(s), and the name of the trainer(s), and Continuing Education Units (CEUs) awarded, if applicable. If professional CEUs were awarded, a copy of the certificate must be on file.

   SUBRECIPIENT agrees all staff will receive effective and consistent supervision; minimum every 2 weeks to all staff employed under this contract.

7. SUBRECIPIENT will assure that when observation is required to meet supervisory requirements on an individual basis (such as, but not limited to medical case management and substance abuse services), that the final decision as to whether the session or service is observed will be left to the consumer, and his or her decision must be followed.

8. SUBRECIPIENT will ensure that it will submit a request for approval to the assigned DHH Program Analyst any request for staff travel outside of the Philadelphia EMA, in conjunction with funds allocated for staff travel under this contract, no less than thirty (30) days prior to the date of the intended trip. The request must include Purpose of trip, name of staff, destination, number of days, total projected cost of trip and costs to be assumed on this contract. A statement must be included regarding how this travel will be directly beneficial in accomplishing the objectives of the contract by the staff involved. All requests must be submitted to the assigned Program Analyst and approved in writing prior to any travel plans.

V. OTHER

1. SUBRECIPIENT will ensure that it has procedures and internal controls in place to document and ensure that clients receiving Ryan White HIV/AIDS Extension Act of 2009, and City General CARE funded services are "eligible beneficiaries." This legislation also requires that AIDS service organizations provide for the referral of HIV infected individuals to the appropriate services to meet their identified health and psycho-social needs. The agency will maintain appropriate documentation of referrals to be made available to the assigned DHH Program Analyst for review.

2. SUBRECIPIENT will ensure all services provided are offered without regard to the individual’s ability to pay and in the Philadelphia EMA. SUBRECIPIENT further assures that hours of operation accessible to low-income individuals to Persons Living with HIV.

3. SUBRECIPIENT will have a written consumer grievance procedure posted in appropriate locations in the agency and made available to all clients. The grievance procedure must be made available for distribution by staff on or off site. A designated staff member will oversee the procedure. The staff person handling the grievance will document all consumer complaints, and after a thorough investigation, will bring resolution or clarification of the agency’s findings. These will be reported to the assigned DHH Program Analyst as well as the consumer. The agency will notify the DHH assigned Program Analyst of the initiation of the grievance process. The agency grievance procedure will offer all clients the option of contacting DHH’s Health Information Helpline number 1-800-

985-AIDS or 215-985-2437. It will also make all consumers aware of the Health Information Helpline Feedback System which can be accessed through the 1-800-985-AIDS" Hotline number. Elements of the grievance procedure must include, at a minimum:

A. An explanation of the time frame which grievances may be filed;
B. An explanation of the process by which consumers may appeal negative decisions;
C. Compliance with any existing grievance procedures established by outside agencies which provide governance to the SUBRECIPIENT.

4. SUBRECIPIENT will assure that Ryan White is "Payor of Last Resort". DHH and HRSA standards require SUBRECIPIENTS to screen and reassess all clients for certification annually as eligible beneficiaries. SUBRECIPIENTS must verify, collect, and maintain all eligibility determination documentation from the initial screening and all subsequent recertification documentation until services are terminated or discontinued. The agency will have these documents readily available for review (scanned or hard copy) Self-attestation of no change for residency, income and insurance is acceptable for the annual recertification; however a complete certification is required every two (2) years.

5. SUBRECIPIENT will assure that the Ryan White certification process must begin for all clients upon initial intake for services and final eligibility is determined once all supporting documentation has been received and verified. Once the client is deemed eligible, the provider may count the service units provided to that client as "Ryan White service units" from the moment of intake but not more than 30 days prior to completing certification. If the documentation subsequently determines that the client is not eligible, those services may not be counted as "Ryan White service units" and the client may not be considered a Ryan White client. If a client is determined to be ineligible for Ryan White-funded services, the agency may still provide services, but may not use Ryan White funds. If the agency is unable to provide services absent of Ryan White support, refer the client to another agency to provide services and other resources for the client.

Section B.

Programmatic Service Provisions

I. Outpatient/Ambulatory Health Services

1. SUBRECIPIENT will assure Outpatient/Ambulatory Health Services are diagnostic and therapeutic services provided directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, telehealth, and mobile vans where clients do not stay overnight. Emergency room or urgent care services are not considered outpatient settings.

2. SUBRECIPIENT agrees that Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit should be reported under the Outpatient/Ambulatory Health Services category whereas Treatment Adherence services provided during a Medical Case Management visit should be reported in the Medical Case Management service category

3. SUBRECIPIENT will ensure that any new HIV patient provided treatment under this contract will receive a comprehensive health history and physical examination during the patient's initial outpatient visit, with a follow-up visit scheduled within four weeks after the initial visit. SUBRECIPIENT further agrees that the agency will provide these services to all its existing HIV patients. These services will include but not be limited to:

    a. Documentation of HIV status;

    b. A comprehensive evaluation, which includes a complete medical history and physical exam, mental status history and evaluation, review of all organ systems, and past and present HIV risk behavior;

    c. Baseline diagnostic studies. Current laboratory studies including but not limited to: CBC with differential, lymphocyte subsets, biologic and virologic markers specific to HIV disease; hepatitis serology (for adults only), serum chemistries; toxoplasmosis serology (for adults only, if applicable to disease stage); PPD or IGRAT-spot, RPR/VDRL (for sexually active individuals); and PAP screens. SUBRECIPIENT agrees to adjust these studies from time to time, as determined appropriate by the United States Public Health Services (USPHS) and other authorities in the treatment of HIV disease.

    d. Allowable activities include: medical history taking, lab testing, treatment management of physical and behavioral health conditions,

behavioral risk assessment, subsequent counseling, referral, preventive care and screening, pediatric developmental assessment, prescription, management of medication therapy, treatment adherence, education and counseling on health and prevention issues, and referral to and provision of specialty care related to HIV diagnosis.

4. SUBRECIPIENT will ensure that all charges to HIV patients who receive care under this contract will be made in accordance with Ryan White HIV/AIDS Extension Act of 2009 legislative guidelines and, SUBRECIPIENT further ensures that all services will be billed to third party payers whenever possible.

5. SUBRECIPIENT will maintain a diagnostic fund sufficient to ensure that uninsured and under-insured patients receive laboratory tests and other diagnostic studies needed to conform to the standard of care per Philadelphia EMA standards.

6. SUBRECIPIENT agrees to provide Medical Case Managers assigned to SUBRECIPIENT's patients with medical documentation for medical case management services every six (6) months. The following key elements are required: dates of medical visits, dates, and values of CD4 counts, dates and values of viral loads, and most recent HIV antiretroviral medications prescribed in the preceding six (6) months.

7. SUBRECIPIENT will take steps to help ensure that immunizations and prophylactic HIV-specific and HIV-related prescription medications are made available to HIV infected persons regardless of insurance status. SUBRECIPIENT will ensure that opportunistic infection prophylaxis occurs based on the USPHS guidelines for opportunistic infection prophylaxis and treatment.

8. SUBRECIPIENT will ensure that a treatment plan is developed and implemented in collaboration with Persons Living with HIV at the first visit after diagnostic test results have been received and will be agreed upon at the next visit or when further follow-up test results are available.

    a. Planned course of HIV antiretroviral medication prescription, medication adherence regimen, and referrals to other services to support the treatment plan.
    b. The treatment plan must be consistent with the most recent version of the *Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents or Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection* developed by the Department of Health and Human Services -

https://clinicalinfo.hiv.gov/sites/default/files/guidelines/archive/AdultandAdolescentGL_2021_08_16.pdf. This includes, but not limited to, health screenings, immunization and prophylaxis.

c. SUBRECIPIENT will note any reasons for exceptions to the aforementioned guidelines in the client's chart when developing and implementing the treatment plan.
d. The treatment plan will be evaluated at each medical visit with the patient.

9. SUBRECIPIENT will schedule patient visits at a minimum of once every six (6) months or as indicated in the Department of Health and Human Services Guidelines for Treatment of HIV. SUBRECIPIENT further assures there is a face-to-face assessment for each Person Living with HIV every four to six months or more frequently if clinically indicated. A face-to-face assessment can be extended to annually for those patients who are adherent to treatment with sustained viral suppression and stable clinical status for more than 2-3 years.

10. Referrals will be made for other services related to maintaining the treatment plan, including both HIV Care and Prevention services. Medical Case Management and Partner Services facilitated by DHH and/or the Division of Disease Control will be given a priority by SUBRECIPIENT.

11. SUBRECIPIENT will ensure that consumers who present for Outpatient/Ambulatory Health Services with issues/barriers that may preclude them from being adherent to HIV/AIDS treatment and care will be referred to the DHH's Client Services Unit for assignment of Medical Case Management Services. SUBRECIPIENT will ensure that all kept referrals are properly documented in each patient chart.

12. SUBRECIPIENT will ensure that patient chart documentation reflects patient understanding of treatment options, methods for reducing transmission to others and, if appropriate, from mothers to infants. Clinician will thoroughly explain all treatment options, including the consequences of interrupting or missing medications. SUBRECIPIENT will ensure collaboration with HIV Medical Case Management to address issues/barriers to HIV/AIDS treatment adherence and care.

13. Medical Staff Qualifications: SUBRECIPIENT will assure that any clinician providing outpatient/ambulatory health services per the contract is HIV qualified. To be an HIV qualified clinician, an individual should be able to show continuous professional development by meeting the following qualifications:

A. In the immediately preceding 24 months has provided continuous and direct medical care to a minimum of 20 Persons Living with HIV; and

B. In the immediately preceding 24 months has successfully completed a minimum of 30 hours of Category 1 continuing medical education in the diagnosis and treatment of Persons Living with HIV; or

C. Recertification in the subspecialty of infectious diseases or initial board certification in infectious diseases in the preceding 12 months.

D. Physicians providing outpatient/ambulatory health services per the contract who do not meet the above qualifications must be supervised by a physician who does meet the qualifications. Information documenting the above qualifications for the HIV-qualified physician at the SUBRECIPIENT site will be available to the Program Analyst upon request.

14. Nurse Practitioners and Physician Assistants on the contract to provide outpatient/ambulatory health services must be supervised by a physician who meets the above qualifications and in accordance to approved American Medical Association guidelines.

E. Physician Assistants providing outpatient/ambulatory health services should be able to show continuous professional development by meeting the following qualifications:

F. In the immediately preceding 24 months have successfully completed a minimum of 20 hours of continuing medical education in the diagnosis and treatment of Persons Living with HIV; and

G. Initial certification or recertification as a Physician Assistant every 6 years or as required by law.

15. Nurse Practitioners providing outpatient/ambulatory health services should be able to show continuous professional development by meeting the following qualifications:

H. In the immediately preceding 24 months have successfully completed a minimum of 15 hours of continuing medical education in the diagnosis and treatment of Persons Living with HIV and

I. In the immediately preceding 24 months have successfully completed a minimum of 16 hours of continuing medical education in pharmacology.

16. SUBRECIPIENT will ensure that clinicians associated with this program are expected to be current on relevant HIV/AIDS information. Each member of the medical staff is expected to complete at least eight (8) hours of HIV specific continuing education per year. This must be documented by the program and available for review by the DHH Program Analyst upon request.

17. SUBRECIPIENT will ensure that it adheres to the Medicaid reimbursement charges for laboratory tests, vaccines, office visits, and medications detailed above, as agreed with the assigned DHH Program Analyst.

18. SUBRECIPIENT will ensure that all patients are made aware of HIV-related services offered by the SUBRECIPIENT, and that other HIV-related referral, treatment, and educational information is made available for all patients.

19. SUBRECIPIENT will ensure that secondary prevention efforts are integrated into ambulatory/outpatient health services for Persons Living with HIV. Secondary prevention activities assist persons with HIV/AIDS in maintaining an optimal level of health and prevent HIV re-infection.

20. SUBRECIPIENT will ensure that the laboratories utilized are State and/or Commonwealth licensed and approved.

21. SUBRECIPIENT will assure patient understanding of purpose for all diagnostic tests, purpose of referrals, purpose of medications, and medication dosage schedules. Documentation of patient/caretaker verbalization of understanding will be maintained in the patient's chart.

22. SUBRECIPIENT will ensure to participate in all DHH ***Data To Care*** activities for lost-to-care patients. SUBRECIPIENT further agrees to develop and implement a process for identifying lost-to-care patients, contacting those identified and encouraging them to reenter care.

II. EMERGENCY FINANCIAL ASSISTANCE

1. SUBRECIPIENT agrees that Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program.

2. SUBRECIPIENT will employ a Project Coordinator to provide coordination and implement a central processing site for EFA intake sites throughout the Philadelphia EMA: Counties of Philadelphia, Pennsylvania counties: Bucks, Montgomery, Chester, and Delaware and Southern NJ counties: Burlington, Camden, Gloucester, and Salem.
3. SUBRECIPIENT agrees that the Director of Finance, or the designee, will supervise the EFA Coordinator. The Director of Finance or his/her designee assures the provision of additional staff and technical support for EFA as appropriate and is responsible for the internal chain of command and management structure.

4. SUBRECIPIENT will ensure that proper documentation of emergency situations is presented. This documentation must be in the form of shut off notices for essential utilities (gas & electric), letter of eviction from a landlord, or a letter denying coverage for medications from the applicant's insurance SUBRECIPIENT and the Special Pharmaceutical Benefits Program.

5. SUBRECIPIENT will ensure, for the purpose of relocation, documentation of the necessity of housing services to enable the applicant to gain or maintain access and compliance with HIV related medical care and treatment documentation must be recorded in the applicant's file.

6. SUBRECIPIENT will develop appropriate referral forms and mechanisms to allow for a timely submission of applications from Ryan White Part A, Part B, City General Care and HOPWA funded intake sites, review by the SUBRECIPIENT EFA Coordinator, and disbursement of funds. The total time from submission to disbursement should not exceed fifteen (15) business days.

7. SUBRECIPIENT will ensure that intake sites submitting applications for emergency financial assistance have already pre-screened and pre-approved clients, based upon standards and qualifications provided for in these service provisions.

8. SUBRECIPIENT will ensure funds are available to Persons Living with HIV and HIV related illnesses and their families and significant others when there is a direct benefit to the individual with HIV and/or AIDS regardless of race, sex, religion, sexual orientation, marital status, national origin, and place of citizenship.

9. SUBRECIPIENT will ensure these funds are available when the client possesses insufficient or no resources; these are to be the funds of last resort.

10. SUBRECIPIENT will ensure a record is maintained concerning the eligibility of clients applying for assistance and those who are not awarded services and the reasons for denial of services. The eligibility documentation must include:

    A. Current photo ID
    B. Current copy of Ryan White services eligibility certification card
    C. Certification of Medical Necessity and Financial Counseling Forms

11. SUBRECIPIENT will ensure that it provides an appeals process for those whose application is denied for Emergency Financial Assistance. If appeals are unsuccessful on the SUBRECIPIENT level, the process will provide for the final level of appeals to be to an DHH co-director or his/her designee.

12. SUBRECIPIENT will maintain supporting documentation of funds on file for each applicant. The information must include:

    A. Physician certification of diagnosis
    B. Completed Application Form
    C. Informed consent for service form

13. SUBRECIPIENT will ensure that EFA funds are maintained in a separate account. Fiscal monitoring of these funds is provided by the agency's Accountant, Board Treasures, and auditors, and is subject to review by DHH.

14. SUBRECIPIENT will ensure payments on behalf of clients do not exceed a maximum of $ 2,000 during the period of 12 months for a household of 1-2, or a maximum of $ 2,500 during the period of 12 months for a household of 3 or Payments are made, either in one lump sum or as a total of no more than three separate payments during the contract year given for emergency relief. It is not the purpose of the fund to be a substitute for family, personal employer, governmental, or other means or support, but the agency can act as a resource.

15. SUBRECIPIENT will ensure emergency financial assistance funds are provided as direct payments for:

    A. First and last month rent
    B. Pharmaceutical assistance (for HIV specific medications not covered by any form of insurance and not obtainable through the Special Pharmaceutical Benefits Program (SPBP) and/or the DHH emergency medication program)
    C. Essential utilities such as gas, electric and heating oil.

16. EFA assistance will be limited to Persons Living with HIV whose income is at or below 500% of the federal poverty level (FPL).

17. SUBRECIPIENT will ensure funds are not to be given directly to consumers requesting services but made on the client's behalf of the consumer in the form of checks to vendors who provided approved services.

18. SUBRECIPIENT will ensure the referring intake site provides for the financial counseling to each client requesting emergency funds by appropriately trained staff and explores all available resources prior to using the fund. Documentation will be made regarding exploration of resources and reason(s) the resource(s) were not available, as a part of the application for funds.

19. SUBRECIPIENT will ensure that funds used represent the minimum amount needed to avert an interruption of utility services or eviction. A financial plan to satisfy the remaining balance must be included in the application.

20. SUBRECIPIENT will ensure the approved, standardized application is completed with a statement of need based upon income and expenses and provide documentation of income and expenses to support the request for assistance.

21. SUBRECIPIENT will ensure each client understands the application instructions. An "Applicant Statement Form" is signed by the client and witnessed by the referring medical case manager or appropriate staff.

22. SUBRECIPIENT will ensure a written 'Consent for Service Form" is signed by the client, dated, and witnessed during a face-to-face visit with the referring intake site.

23. SUBRECIPIENT will ensure the assigned Program Analyst is made aware of the written process for approving or disapproving an applicant's request for emergency funds. The process will be reviewed and submitted to DHH within

forty-five (45) days of contract initiation. If revisions are made to the allocation process, the DHH Program Analyst will be notified prior to finalizing changes.

24. SUBRECIPIENT will ensure that invoices are submitted monthly (by the 10th of the month following the period services were delivered) with corresponding written backup documentation describing utilization of the EFA award(s).

25. SUBRECIPIENT will ensure a comprehensive database is maintained on all EFA awards. The database will contain the nature of the request, amount of grant, demographic data, decisions made relative to an application, and reports required by funding sources.

26. SUBRECIPIENT will ensure utilization of the standardized approved forms for documentation of client services.

27. SUBRECIPIENT will ensure that the standards used in evaluating applications and determining funding eligibility are only those standards approved by DHH for Ryan White emergency needs funds.

EMERGENCY FINANCIAL ASSISTANCE: PHARMA

1. SUBRECIPIENT will employ staff to coordinate and implement central processing for Ryan White clients needing Emergency Financial Assistance for Pharmaceuticals from throughout the Philadelphia EMA: Counties of Philadelphia, Pennsylvania counties: Bucks, Montgomery, Chester, and Delaware and Southern NJ counties: Burlington, Camden, Gloucester, and Salem; regardless of their race, sex, religion, sexual orientation, gender identity. marital status, national origin, and place of citizenship.

2. SUBRECIPIENT agrees that the Pharmacy Manager, or his/her designee, will supervise the coordinating staff. The Pharmacy Manager or his/her designee assures the provision of additional staff and technical support for Emergency Financial Assistance for Pharmaceuticals as appropriate and is responsible for the internal chain of command and management structure.

3. SUBRECIPIENT will ensure that medications are available to Persons Living with HIV who present an emergency need, which has resulted from new diagnosis, an unintended gap in coverage, or an unexpected occurrence or set of circumstances demanding an immediate course of action. Emergency

Financial Assistance for Pharmaceuticals is the provision of a short-term supply of antiretroviral or other essential medication when other resources are not available, and only for limited amounts and periods of time. It is not the purpose of this service to be a substitute for personal, employer, ACA, SPBP (ADAP), Medicare Part D, Medicaid, or any other means of support. Continuous provision of this service to a client should not be funded through Emergency Financial Assistance.

4. SUBRECIPIENT will develop appropriate referral forms and mechanisms to allow for a timely submission of applications from Ryan White Part A, Part B, and MAI Care SUBRECIPIENT, review, approval, and disbursement of medications. The total time from submission to disbursement should not exceed three (3) business days. SUBRECIPIENT will ensure that intake sites submitting applications for Emergency Financial Assistance for Pharmaceuticals have already pre-screened and pre-approved clients, based upon standards and qualifications for Ryan White eligibility.

5. SUBRECIPIENT will ensure that proper documentation of emergency situations is presented. This documentation must be in the form of proof of Ryan White Eligibility provided by either the referring SUBRECIPIENT or the client, AND a search to rule out existing pharmaceutical coverage, and any letter denying coverage for medications from the applicant's insurance SUBRECIPIENT and/or the Special Pharmaceutical Benefits Program. This documentation must be kept in the client's file, either paper or electronic. Documentation must include:

    A. Application Form, Informed Consent for Service and
    B. Release of Confidential Information
    C. Prescription(s)
    D. Ryan White Eligibility

    Records must also be kept on those who are not awarded this service and the reason(s) for denial of service. This information will be made available for review upon request by the assigned DHH Program Analyst.

6. SUBRECIPIENT will ensure that it provides an appeals process for those whose application is denied for Emergency Financial Assistance for Pharmaceuticals. If appeals are unsuccessful on the SUBRECIPIENT level, the process will provide for the final level of appeals to be to an DHH Administrator, Director, or his/her designee.

7. SUBRECIPIENT will ensure that referring agencies are encouraged to keep a copy of all supporting documentation referred to in Service Provision #5, above.

8. SUBRECIPIENT will ensure that funds for Emergency Financial Assistance: Medications are maintained in a separate account for this purpose. Fiscal monitoring of these funds is provided by the pharmacy's accounting staff and is subject to review by DHH.

9. SUBRECIPIENT will ensure funds are not to be given directly to consumers requesting services but made on the client's behalf in the form of payment by SUBRECIPIENT to distributors of Pharmaceuticals.

10. SUBRECIPIENT will ensure that Pharmaceuticals provided to each client represent the minimum amount needed to avert an interruption of adherence.

11. SUBRECIPIENT will ensure each client understands the application instructions. An "Applicant Statement and Consent for Service Form" is signed by the client and witnessed during a face-to-face visit by the referring medical case manager or appropriate staff.

12. SUBRECIPIENT will ensure the assigned Program Analyst is made aware of the written process for approving or disapproving an applicant's request for Emergency Financial Assistance for Pharmaceuticals. The process will be reviewed and submitted to DHH within forty-five (45) days of contract initiation. If revisions are made to the allocation process, the assigned DHH Program Analyst will be notified prior to changes being finalized.

13. SUBRECIPIENT will ensure that the standards used in evaluating applications and determining funding eligibility are only those standards approved by DHH for Ryan White emergency needs funds.

III. FOOD BANK and HOME DELIVERED MEALS

1. SUBRECIPIENT will ensure that Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following: personal hygiene products, household cleaning supplies, water filtration/purification systems in communities where issues of water safety exist. Unallowable costs include household appliances, pet foods, alcohol, tobacco, and other non-essential products.

2. SUBRECIPIENT will assure and agree to produce meals and/or food packages which include high quality foods appropriate for Persons Living with HIV which are culturally appropriate, nutritionally balanced, and which are appealing to those receiving the service.

3. SUBRECIPIENT will ensure that it maintains a kitchen in a manner consistent with local health standards and must maintain licensure requirements necessary to prepare, serve, and/or deliver meals to the target population. It will take all necessary steps and precautions to ensure that food delivered and/or served is safe.

4. SUBRECIPIENT will ensure that all meals and food packages will meet food safety standards as set forth by State or Commonwealth and local regulations.

5. SUBRECIPIENT will ensure that all new staff and volunteers are provided appropriate orientation and training in safe food handling, food preparation, serving, packaging, delivery, and storage. They will also attend trainings conducted by a Nutritionist regarding these activities.

6. SUBRECIPIENT will ensure that a Nutritionist provides oversight for the selection, preparation and distribution of meals and other food item/packages.

7. SUBRECIPIENT will ensure that Persons Living with HIV are provided culturally sensitive and appropriate information regarding nutrition needs. Plans for the dissemination of this information will be provided to the DHH Program Analyst within thirty (30) days of the initiation of the program.

8. SUBRECIPIENT will ensure that these food-related programs are publicized throughout the Philadelphia EMA, through in-house referrals, and other DHH funded programs to ensure medical case managers and other SUBRECIPIENTs of HIV related services and the community is aware of the program and criteria for access.

9. SUBRECIPIENT will ensure that a consumer advisory committee comprised of at least ten (10) Persons Living with HIV provides the project with general oversight and assistance in designing effective service strategies and assistance with implementing the consumer grievance procedure relative to food services offered. A staff person will be designated to work with this evaluation program and produce appropriate goals and plans.

10. SUBRECIPIENT will assure that a method for gathering consumer feedback, including information regarding desired foods to be included in menus and food packages, is produced within thirty (30) days of the initiation of this contract. It is

further agreed by the SUBRECIPIENT that client feedback will be reflected in actual menus and food packages.

11. SUBRECIPIENT will agrees that an internal Quality Assurance process will be set in place for all funded food programs. This will include, but not be limited to:

    A. No less than a quarterly random review of the contents of food packages distributed by the food bank, congregate meal program, and home delivered meal program. This will be performed by individuals who have formal nutrition backgrounds such as a Nutritionist or Registered Dietician, and

    B. Assure that Nutritional Supplements are current.

There are several types of food programs with service provisions associated with each type: Food Bank, Delivered Meals, and Congregate Meals. See below for the service provisions associated with each type:

FOOD BANK

12. SUBRECIPIENT will maintain a culturally appropriate food bank for low-income HIV/AIDS diagnosed individuals and will provide access to this service in a manner that will enhance and maintain the quality of their health.

13. SUBRECIPIENT will report the following unit of service: Visits – the number of visits to the agency's food bank, made by HIV positive clients and others who are not HIV infected, if the provision of such service can be construed to have at least an indirect benefit to a person with HIV infection.

14. SUBRECIPIENT agrees that prior to issuing food or food packages that an assessment will be completed of the consumer's nutritional needs, general health, living situation (including if they live alone or with others), housing (including if what type of cooking facilities are available), and ability (or caregiver) to prepare food. SUBRECIPIENT further agrees if no Nutritional assessment has been completed on the individual, they will be referred to the Nutritionist for an assessment. Refusal by the client will not affect their use of the Food Bank.

15. SUBRECIPIENT agrees that if the consumer is in poor housing or homeless, the SUBRECIPIENT agrees to provide can openers, re-sealable plastic bags, and other incidentals which may be required and reasonable for food preparation which the individual does not have available but wishes it.

16. SUBRECIPIENT will assure that a Nutritionist be consulted regarding the actual food that the Food Bank will stock, which will take into account the latest knowledge and understanding of nutrition and HIV infection/disease.

17. BULK ITEMS: SUBRECIPIENT will ensure that, at a minimum, the food bank will be stocked with the following staples: rice, beans, potatoes, spices, tubers, and other root vegetables, in bulk or individual packages. SUBRECIPIENT also ensures that in addition to the above, a variety of canned vegetables and fruits, including items such as, but not limited to, beans, soups, and other items, will be made available. Frozen foods may be available, subject to means of transport and storage by the recipient.

18. SUBRECIPIENT assures that if food is purchased in bulk and delivered to consumers in individual packages that the individuals handling the foodstuffs will especially be subject to the service provisions regarding orientation and continuing education requirements for food handlers. SUBRECIPIENT further assures that if food is purchased in bulk that the consumer will not be allowed to “self-serve” under any circumstances.

DELIVERED MEALS

20. The Unit of Service to be provided is Meals.

21. SUBRECIPIENT will submit a plan for home delivered meals provided under this contract to the DHH Program Analyst within 30 days of the initiation of the contract. SUBRECIPIENT agrees to include in this schedule the projected number of individuals to be served, the days that they will be provided (including holidays, if any), and approximate times, that the service will be provided.

22. SUBRECIPIENT will recruit volunteers who will act as drivers, food handlers and delivery persons to support this program.

23. SUBRECIPIENT will assure that individuals volunteering as food handlers will especially be subject to the service provisions regarding orientation and continuing education requirements for food handlers, as previously specified.

24. will ensure documentation of demographics in CareWare and client file (i.e., EMR, paper chart, etc.) is used to identify consumers served daily by race, gender, age and geographic location. This reporting mechanism will be reviewed with the Program Analyst upon request.

25. SUBRECIPIENT will, with appropriate documentation, ensure there will be contact with the referring agency when services are initiated and discontinued.

26. SUBRECIPIENT agrees to produce a protocol regarding participant absence upon request by the Program Analyst. This will address issues of the consumer not being home one time and more than one time, with response by the agency.

CONGREGATE MEALS

27. SUBRECIPIENT will report the following unit of service as: Congregate Meals – The number of meals provided to Persons Living with HIV and others who are not HIV infected, (if the provision of such service can be construed to have at least an indirect benefit to a person with HIV infection), in a group setting.

28. SUBRECIPIENT will ensure that it provides culturally and community appropriate congregate meals to the consumers that it serves.

29. SUBRECIPIENT assures that each HIV positive individual in attendance may have one guest if desired.

30. SUBRECIPIENT will submit the schedule for congregate meals served under this contract to the DHH Program Analyst upon request. SUBRECIPIENT agrees to include in this schedule the physical sites; days and times that congregate meals will take place during the contract period ensure that there is a “Log/Sign-In” sheet at each of the congregate dinners.

31. SUBRECIPIENT agrees to develop a protocol that assures that eligible beneficiaries and their guests utilize the congregate meal program.

32. SUBRECIPIENT will ensure that an assigned appropriate staff member attends the congregate meals program. Staff will provide information regarding HIV/AIDS related services available to them, and link individuals with appropriate health and social service resources.

33. SUBRECIPIENT will, whenever possible, make provisions for other speakers to address the group during the communal dinners to ensure updated information on HIV/AIDS treatments and supportive services available to the participants.

34. SUBRECIPIENT must ensure a Nutritionist or Dietitian assists in all meal planning preparation.

NUTRITIONAL SUPPLEMENTS

35. SUBRECIPIENT acknowledges that the acceptable Unit of Service is Supplements – The number of cans of nutritional drinks/powder mixes provided to HIV positive clients. This total also includes the number of cans of vitamin and mineral products.

36. SUBRECIPIENT will ensure that a log be developed to document distribution of nutritional supplements. This log will include Name or Unique Identifier of the consumer, amount, and date distributed.

37. SUBRECIPIENT will ensure that it maintain records on each client regarding the number of nutritional supplements distributed.

38. SUBRECIPIENT agrees that prior to issuing nutritional supplements that a general assessment must be completed which includes the consumer's: Nutritional needs, general health, and living situation.

39. If no Nutritional assessment has been completed on the individual, they will be referred to the Nutritionist for an assessment. Refusal by the client may affect their use of Nutritional Supplement activity.

40. SUBRECIPIENT will ensure that a nutritionist works closely with staff to assure services are recorded and followed up. SUBRECIPIENT will ensure that a nutritionist oversees the dissemination of nutritional supplements to consumers.

41. SUBRECIPIENT will ensure that the outcome of nutritional services is evaluated using voluntary self-reporting client questionnaires and client attendance records.

42. SUBRECIPIENT will determine a policy regarding the maximum number of Supplements to be distributed to one consumer in a one-month period within the first thirty (30) days after the initiation of this contract.

IV. HEALTH EDUCATION/RISK REDUCTION

1. SUBRECIPIENT agrees that Health Education/Risk Reduction is the provision of education to Persons Living with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes sharing information about medical and psychosocial support services and counseling with clients to improve their health status. Topics covered may include:

    A. Education on risk reduction strategies to reduce transmission such as pre-exposure prophylaxis (PrEP) for clients' partners and treatment as prevention.
    B. Education on health care coverage options (e.g., qualified health plans through the Marketplace, Medicaid coverage).
    C. Health literacy
    D. Treatment adherence education

2. SUBRECIPIENT agrees that Health Education/Risk Reduction services cannot be delivered anonymously.

3. SUBRECIPIENT will ensure that it employs staff with appropriate educational background, and training compliance will be maintained to meet all standards regarding:

    A. Staff Credentialing Files:

        i. SUBRECIPIENTS will maintain training files for all part-time or full time care (including consultants) and supervisory staff.
        ii. This will include all licensed and non-licensed staff providing educational services to Persons Living with HIV about HIV transmission and prevention. It includes the provision of information; including information dissemination about medical and psychosocial support services and counseling to help consumers with HIV improve their health status.
        iii. SUBRECIPIENT will ensure that all staff have completed The DHH Regional HIV/AIDS Prevention Certification Training. Certificates of completion will be maintained on file and made available for review

    B. Documentation Requirements:

i. SUBRECIPIENTS will maintain a standardized format order/chronology of standard consumer information forms.
ii. ii. A completed intake sheet/assessment will include at a minimum: Client name; address and phone number; mode of transmission and other demographic information as required by CAREWare.
iii. A determination if Health Education/Risk Reduction services are appropriate.
iv. A consumer rights form, and consent for services signed by the consumer during the first face-to-face contact

C. Clinical Supervision Staff Orientation
i. All SUBRECIPIENTs will adhere to the Pennsylvania State guidelines, as well as discipline specific regulations, to provide supervision to all clinical staff

4. SUBRECIPIENT will ensure that it maintains a log of all referrals of clients for Medical Case Management, Mental Health, and other relevant services. DHH reserves the right to review this information on request. This information will also be reflected in the client's progress notes as appropriate

5. SUBRECIPIENT will ensure that progress notes will be regularly documented in the client's chart in the Data Assessment/Plan (DAP) Format, or a system which includes the counselor's:

A. relevant observations of the interaction
B. an analysis/ evaluation of the interaction, and
C. the plan of action resulting from the interaction

6. SUBRECIPIENT will ensure consumers receiving Health Education/Risk Reduction services are moved to an inactive status when the client chooses not to participate in services for a period of ninety (90) days, when a client is noncompliant, or their behavior is contrary to the philosophy of the agency. The agency may keep a case open beyond the ninety (90) day period if it is the policy of the agency to do so. This policy will be submitted to DHH in writing within sixty (60) days of the initiation of this contract, to be kept on file at AACODHH

7. The selection of an appropriate Effective Behavioral Intervention will be made in cooperation with DHH. It must be listed in the CDC's Compendium of Effective Behavioral Interventions (https://www.cdc.gov/hiv/research/interventionresearch/compendium/index.html), and among those supported by the Pennsylvania Department of Health.

V. HOME HEALTH CARE

1. SUBRECIPIENT will ensure that the consumer is given an overview of home health care services as well as an overview of the roles and responsibilities of the nurse, home health care, and other SUBRECIPIENTs involved, during their admission to the program.

2. SUBRECIPIENT will agree to accept referrals from DHH's Health Information Helpline Feedback system 1-800 985-AIDS or 215 985- 2437.

3. The provision of Home Health Care is limited to clients that are homebound. Home settings do not include nursing facilities or inpatient mental health/substance abuse treatment facilities.

4. SUBRECIPIENT will assure that individuals meet the following eligibility requirements must:

    A. Be a Person Living with HIV
    B. Reside within the Philadelphia EMA
    C. Either be homebound, or demonstrate that medical need exists which without the program will result in further loss of health, lowered ADLs, and decreased quality of life

5. SUBRECIPIENT agrees to obtain demographic and personal information adequate to accept the referral. This information will be documented in the client chart

6. SUBRECIPIENT agrees to develop a protocol, which will be followed beginning at the referral process, intake completion and assessment, to receiving services through the program. This protocol will be developed within 90 days of the contracts initiation, should be available for review by the DHH Program Analyst upon request.

7. SUBRECIPIENT agrees that after receiving the referral that a date and time will be set for the assessment. Depending upon the referral and request, an appropriate assessment will be made either for:

    A. Home health aide services, or
    B. skilled nursing care

8. SUBRECIPIENT agrees that individuals requiring services as indicated by the assessment will be recommended for services. Upon receiving orders from the client's physician, they will be provided services.

9. SUBRECIPIENT further assures that reassessments occur on a regular basis in order to guarantee client eligibility for the program. The agency will develop a protocol, which provides for this reassessment on a consistent and equitable basis. This protocol will be developed within 90 days and is available for review by the DHH Program Analyst upon request.

10. SUBRECIPIENT will ensure that all clients have a case manager at the time they are accepted for service.

11. SUBRECIPIENT assures that clients will receive a client handbook, which details rights and responsibilities of both the client and agency. The SUBRECIPIENT will further assure a mechanism by which the client acknowledges receipt of the handbook.

12. SUBRECIPIENT will ensure that a nursing plan is developed for each client accepted into this program. The plan will indicate whether the home health aide, nurse, will provide services or specialized care, and will include the goals and activities involved, including dates as appropriate. This will be documented in the client chart.

13. SUBRECIPIENT will assure that a client chart or file will be developed for each client. This will include, but not be limited to: Referral, intake, and assessment information; service care plans (with specific goals), HIV/AIDS diagnoses documentation and release of information, nursing and home health aide notes, other discipline notes, as well as documentation of doctor's orders, discharges summaries, specialty and other services which are required and/or customary.

14. SUBRECIPIENT will determine, in conjunction with certifying agencies and other insurance SUBRECIPIENTs, the minimum amount of education required for homemakers, home health aides, in-home personal attendants, and other paraprofessional staff providing services with this program. This will be placed in an agency manual and will be reviewed with the DHH Program Analyst upon request.

15. SUBRECIPIENT will further assure that all professional staff will have obtained the requisite amount of education required to fulfill their positions and are currently certified or registered with the appropriate professional agency. A policy

regarding this will be placed in the Agency Manual and reviewed and ratified by the DHH Program Analyst upon request.

16. SUBRECIPIENT further ensures that all staff and volunteers are trained and skilled in the following areas which are of particular concern for this activity

    A. Recognition of neglect and/or abuse
    B. Skilled first aid, and
    C. Everyone must have at least basic certification in Cardio-Pulmonary Resuscitation (CPR) with ninety (90) days of the contract initiation.
    D. Administration of prescribed therapeutics (e.g., intravenous, and aerosolized treatment, and parental feeding).
    E. Preventive and specialty care
    F. Wound care
    G. Routine diagnostics testing administered in the home
    H. Other medical therapies

17. SUBRECIPIENT agrees to produce a policy that establishes clear lines of responsibility and accountability for employees in providing services for individuals receiving all services under this contract. The policy may be in the form of a Personnel Description with explanations (if necessary), or an independent policy, which will be discussed with the DHH Program Analyst during production. After completion, it will be placed in a SUBRECIPIENT manual, and be made available upon request to the DHH Program Analyst.

18. SUBRECIPIENT will ensure that staff keeps other appropriate health care SUBRECIPIENTs, and medical case management SUBRECIPIENTs, updated on the consumer's condition, as appropriate. SUBRECIPIENT further agrees to use a Release of Confidential Information, which conforms to the appropriate Commonwealth of State requirements.

19. SUBRECIPIENT will assure that a policy be developed within the first forty-five (45) days of the initiation of this contract regarding availability of staff should the need be identified that the consumer needs to be transported. If the SUBRECIPIENT decides to supply this, the policy will assure that paraprofessional or professional staff providing the service will have a valid driver's license and access to an insured vehicle. The SUBRECIPIENT, as the agency authorizing this transport, will assume all liability. Furthermore, the agency's insurance must be in compliance with all relevant liability laws. Should the SUBRECIPIENT decide not to provide this, it will be stated clearly in the policy.

20. SUBRECIPIENT will ensure that both paraprofessional and professional staff will immediately inform their direct supervisor should the consumer experience a life-threatening crisis during the time the staff is present. Immediate and appropriate action, depending upon the qualifications of the staff person involved, must be taken to address the crisis. This determination as to whether a life threatening crisis is being experienced must be based on established written agency protocol.

21. SUBRECIPIENT agrees to produce a written protocol for responding to crisis situations. After produced, all staff must be informed of the content, with a written copy easily accessible to personnel.

    A. If it doesn't already exist, the protocol will be developed no later than sixty (60) days.
    B. If upon, examination, the protocol does not meet the requirements set herein, the agency must produce the protocol no later than ninety (90) days.

22. SUBRECIPIENT agrees that paraprofessional staff will complete daily logs, or comparable documentation.

23. SUBRECIPIENT agrees that paraprofessional staff, under the direction of their direct supervisor, will complete progress notes and other consumer documentation in the DAP (Data Assessment Plan) format. SUBRECIPIENT further agrees that each face to face, telephone and other contact with the consumer is recorded in the consumer's file.

24. SUBRECIPIENT will ensure that, in addition to an initial HIV orientation, all Home Health Aides must complete no less than ten (10) hours of annual training for each Full Time Equivalent, including Fundamentals of HIV, during the contract year which enhances job related skills and/or knowledge. This will be documented and made available to the DHH Program Analyst upon request.

25. SUBRECIPIENT agrees that both paid and volunteer staff providing services with this program will be provided supervision on a regular and ongoing basis to assess the performance of staff and ensure that services are being provided appropriately and effectively. This supervision will include an evaluation component both individual's knowledge and understanding of HIV.

26. SUBRECIPIENT assures that a policy is in place for each paraprofessional and professional staff person providing services to have a direct supervisor available for consultation on an immediate basis in case the need should arise. This policy

will be reviewed with the DHH Program Analyst upon request. The policy will include at a minimum:

A. A monthly review of client records
B. Observation must be performed for each paraprofessional staff person at least once each three-month period, and
C. May be in either an announced (where the staff person knows) or unannounced format of the supervisor's visit

27. SUBRECIPIENT agrees to produce a policy to verify staff attendance and time spent in regard to the services provided by this program. The policy must include:

A. Verification by the consumer that the staff person(s) provided services, date, time entered, time left, and general services provided. Staff must make a detailed note in cases where anything was "out of the ordinary;"
B. Random field/spot checks by supervisor or coordinator
C. Other methods which the SUBRECIPIENT normally may use

28. SUBRECIPIENT agrees to conduct a random telephone and written survey of clients who receive services under this contract. This survey will address at a minimum, overall client satisfaction, appropriateness of the service to the client's needs, and accessibility of the service. Results of these surveys will be made available to DHH Program Analyst upon request.

29. SUBRECIPIENT assures that suspension of services will agree with requirements provided in the Client Handbook. A copy of the Handbook will be submitted to the Program Analyst upon request.

30. Clients may be terminated for the following reasons:

A. no longer needing the service and requesting termination
B. no longer needing the service according to a re-evaluation completed by the program
C. inappropriate behavior of the client toward program staff
D. other reasons, as outlined in the Handbook

31. SUBRECIPIENT will maintain certifications required by, and follow all guidance provided through the Pennsylvania Department of Health/Division of Primary Care (for Home Health Care), and requirements of Medicare for Home Health Programs.

VI. HOUSING SERVICES

1. SUBRECIPIENT agrees that Housing services provide limited short-term assistance to support emergency, temporary, or transitional housing to enable a client or family to gain or maintain outpatient/ambulatory health services. Housing related referral services include assessment, search, placement, advocacy, and fees associated with these services. Housing services can include supportive services.

2. The distribution of time among clients will be based on client need and the availability of program staff. Support services may include, but are not limited to, the following tasks:

    A. Medical case management
    B. Assistance with daily living tasks - meal preparation, laundry, errands, housekeeping
    C. Escort services to and from medical and social service appointments
    D. Personal care

3. SUBRECIPIENT assures that a policy is in place for medical case manager(s) to have a medical case manager supervisor available for consultation on an immediate basis to address psychosocial issues relevant to Persons Living with HIV. This policy will be reviewed with the DHH Program Analyst upon request.

4. SUBRECIPIENT must document the amount of time spent assisting each client and the assistance provided; and will further provide those specific services allowable.

5. SUBRECIPIENT will provide the above referenced support services in the least restrictive manner. Support services provided to clients will enhance the coordination and availability of services for homeless symptomatic people who are disabled because of HIV/AIDS and reside in AIDS designated housing programs. SUBRECIPIENT must ensure that each client receives services in a manner that provides timely, coordinated access to appropriate levels of care.

6. SUBRECIPIENT will ensure that it determines eligibility requirements for low-income homeless symptomatic Persons Living with HIV who are requesting placement and are prepared for independent living.

7. SUBRECIPIENT will ensure that an initial intake is conducted on all clients with the goal of linking these clients to HIV/AIDS case management services as appropriate and obtaining required social and medical services. This intake will be recorded on an official intake document and conducted face-to-face. The intake information will include, but not be limited to:

    A. Demographic information on the patient;
    B. A clear statement of the client's needs and/ or presenting problem;
    C. A determination whether the client meets the criteria established by the agency and is acceptable for services.

8. SUBRECIPIENT agrees that transitional, short-term, or emergency housing provides temporary assistance necessary to prevent homelessness. To maintain an individualized housing plan updated annually to guide the client's linkages to medical care. Housing services must also include the development of permanent housing.

9. SUBRECIPIENT will provide some type of core medical or support services (such as residential substance use disorder services or mental health services, residential foster care, or assisted living residential services).

10. SUBRECIPIENT will document the necessity of housing services for the purpose of access to or adherence to HIV-related outpatient/ambulatory health services.

11. SUBRECIPIENT further agrees to have mechanisms in place to allow newly identified clients access to housing services. SUBRECIPIENTs must assess every client's housing needs at least annually to determine the need for new or additional services. In addition, SUBRECIPIENTs must develop an individualized housing plan for each client receiving housing services and update it annually. SUBRECIPIENTs must provide DHH with a copy of the individualized written housing plan upon request.

12. SUBRECIPIENTS and local decision-making planning bodies are strongly encouraged to institute duration limits to housing services. The U.S. Department of Housing and Urban Development (HUD) defines transitional housing as up to 24 months and HRSA/HAB recommends that recipients and SUBRECIPIENTs consider using HUD's definition as their standard.

13. SUBRECIPIENT agrees that Housing services cannot be in the form of direct cash payments to clients and cannot be used for mortgage payments. Housing services, as described here, replaces the guidance provided in PCN 11-01.

14. SUBRECIPIENT will ensure that a “Consent to Service Form is signed by the consumer, dated, and witnessed during the first face-to-face contact. This form will include the agencies general expectation of the client, grievance procedure, consequences of non-compliance with the plan, relevant re-entry requirements, and assurance of privacy and confidentiality.

15. SUBRECIPIENT will ensure that each client receiving (housing) support services has progress notes completed in connection with according to the Data Assessment Plan (DAP). Progress notes must be placed in each client’s file.

VII. OTHER PROFESSIONAL SERVICES (Legal, Reunification, and Tax Preparation Services)

1. SUBRECIPIENT will render Other Professional Services to people living with HIV/AIDS in the nine-county area comprising the Philadelphia EMA. Other Professional Services allow for the provision of professional and consultant services rendered by members of particular professions licensed and/or qualified to offer such services by local governing authorities. Implicit in these service provisions is the responsibility of SUBRECIPIENT to offer and enhance, without charge. Such services may include:

    A. Assistance with public benefits such as Social Security Disability Insurance (SSDI)
    B. Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the RWHAP
    C. Preparation of: healthcare power of attorney, durable power of attorney, and living will.
    D. Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including: Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney and Preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption
    E. Income tax preparation services to assist clients in filing Federal tax returns that are required by the Affordable Care Act for all individuals receiving premium tax credits

2. SUBRECIPIENT will maintain regular office hours that are clearly communicated and based upon times that are most convenient for clients.

3. SUBRECIPIENT will ensure adequate, professionally credentialed staff is available to meet the goals and objectives of the clients with respect to their legal needs.

4. SUBRECIPIENT will ensure that an intake and assessment are completed for all clients. The intake/assessment will include at a minimum: client name; address and phone number; description of their legal needs and determination if those needs are appropriate for short- or long-term legal.

5. SUBRECIPIENT will respond to any inquiry or request for Other Professional Services by contacting the client or the referring AIDS service organization within seventy-two (72) hours of the initial request. SUBRECIPIENT agrees to complete a full assessment and make a decision whether to accept a case or to make the appropriate referral within a reasonable amount of time after the initial 72 hours, depending on the client's circumstances and urgency of the situation.

6. SUBRECIPIENT will render Other Professional Services to clients at no charge. These services will include, but not be limited to: direct representation, legal referrals, legal information and advice; and other referrals (not legal) to state, city or federal agencies. These contacts can be made in the office, visits to client's home, and/or in hospital clinical setting.

7. SUBRECIPIENT will develop a client referral documentation system. A description of the system should be submitted to DHH within ninety (90) days after the contract period start date.

8. SUBRECIPIENT will enhance the availability of Other Professional Services through collaborative efforts with other legal service agencies. A list of collaborating agencies and attorneys will be provided annually to DHH.

9. SUBRECIPIENT will offer a multitude of legal service issues which include but are not limited to: Wills; Discrimination in employment, housing, and benefits; Custody/visitation rights, Future custody planning, Foster care, Adoption, Divorce, Child support, Domestic violence, Guardianship, SSI/SSDI, Medicaid/Medicare, Snap, and other public assistance benefits, Veteran's benefits; Health, Disability, Life insurance, Bankruptcy, Debtor/creditor, Tax issues, Real estate, Landlord/tenant issues, HIV/AIDS care benefits, Transmission and exposure issues, Testing, Confidentiality, Medical malpractice; and Incarceration related issues such as Medical care, Discrimination, Confidentiality, and Compassionate release.

10. SUBRECIPIENT will participate in the Philadelphia EMA's HIV/AIDS Medical Case Managers' comprehensive benefits training in the following specific areas: Securing Public assistance, securing Social Security (SSI, SSDI and Presumptive SS), SNAP (Food Stamps), Medical Assistance Benefits, and Transportation benefits.

11. SUBRECIPIENT will develop and publish an in-depth manual for Medical Case Managers covering the substantive areas of HIV/AIDS related law. The manual will contain benefits information, advocacy tips and relevant legal forms on all aspects of HIV/AIDS related law for case managers, clients and social workers. The manual will serve as a reference tool for service. SUBRECIPIENTs to identify legal problems and take correct actions without needing the assistance of a fee for service attorney. The following is a list of benefits and laws to be covered in the manual:

    A. Social Security, Medicaid, Food Stamps
    B. Temporary Assistance for Needy Families (TANF)
    C. Discrimination in Employment and Public Accommodation
    D. HIV/AIDS-related Medical Assistance
    E. HIV/AIDS-related Discrimination
    F. Insurance issues
    G. Wills, Powers of Attorneys and Living Wills
    H. General Advocacy tips
    I. How a lawyer and the SUBRECIPIENT can help the client

12. SUBRECIPIENT agrees to develop, print, and distribute this manual, producing updates as needed.

13. SUBRECIPIENT will produce Consumer Social Security Brochures, to be distributed in conjunction with trainings at HIV/AIDS service organizations.

14. SUBRECIPIENT will incorporate and submit the following data into the DHH Quarterly Report:

    A. Number of training manuals produced;
    B. Number of training manuals distributed;
    C. Number of training manuals (newsletters mailed);
    D. Number of training sessions held at ASO's and other service agencies;
    E. Number of consumers trained (persons/hours);
    F. Number of Case Managers trained (persons/hours) and other service SUBRECIPIENTs;
    G. Number of Consumer Social Security Brochures and manuals produced and distributed.

15. SUBRECIPIENT assures that it will use its own internal resources before requesting assistance for Linguistic Services. It will not request Linguistic Services without going through the process required by DHH to access such services.

16. SUBRECIPIENT further agrees Other Professional Services exclude criminal defense and class-action suits unless related to access to services eligible for funding under the RWHAP.

VIII. LINGUISTIC SERVICES (Translation and Interpretation)

1. SUBRECIPIENT will ensure Linguistic Services provide interpretation and translation services, both oral and written, to eligible clients. These services must be provided by qualified linguistic services providers as a component of HIV service delivery between the healthcare provider and the client. These services are to be provided when such services are necessary to facilitate communication between the provider and client and/or support delivery of RWHAP-eligible services.

2. SUBRECIPIENT will ensure that all interpreters employed must adhere to the Code of Ethics as determined by the Registry of Interpreters for the Deaf (https://rid.org/). Furthermore, services provided must comply with the National Standards for Culturally and Linguistically Appropriate Services (https://thinkculturalhealth.hhs.gov/clas CLAS).

3. SUBRECIPIENT will ensure that linguistic services are provided to individuals certified eligible for Ryan White services on an as-needed basis for either deaf and hard-of-hearing clients or those with Limited English Proficiency, so that individuals will be able to access HIV services including but not limited to medical appointments, Medical Case Management, HIV Testing and Linkage to Care (TALC), and other health-related services as necessary. Individuals involved in HIV planning activities are also eligible for services.

4. SUBRECIPIENT will advertise the availability of interpretation and translation throughout the HIV/AIDS service community in the Philadelphia EMA. It will market the program to appropriate HIV/AIDS service SUBRECIPIENTs to reach intended target populations.

5. SUBRECIPIENT will ensure that documentation of linguistic services includes but is not limited to the following:
    A. referral source, reason for referral and site where service is provided;
    B. Ryan White eligibility certification for client
    C. name and address of person providing the service;
    D. Amount of time required and dollar amount charged.

6. SUBRECIPIENT will develop a SUBRECIPIENT-Consumer Advisory Committee. This committee will address consumer access to linguistic services, as well as other issues related to linguistic services. Solicitation for committee members will occur within 90 days of contract initiation.

7. SUBRECIPIENT will make available to the assigned Program Analyst, consumers, and HIV/AIDS service SUBRECIPIENTs a listing of all languages that can be interpreted or translated to people with Limited English Proficiency. SUBRECIPIENT will ensure that linguistic services are available to people of various ethnic backgrounds.

8. SUBRECIPIENT will ensure that translators and interpreters possess a combination of training and experience that enables them to provide quality services.

9. SUBRECIPIENT will ensure that written translations are accurate and culturally appropriate.

10. SUBRECIPIENT will develop and follow written protocol for processing requests for services, and for the delivery and monitoring of these services. DHH Program Analyst will be informed before changes are made to the protocols.

11. SUBRECIPIENT will develop system for feedback both from consumers and SUBRECIPIENTs regarding the quality of linguistic services.

12. SUBRECIPIENT is responsible to receive interpretation and translation requests by fax or by telephone between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday (except holidays).

13. SUBRECIPIENT will make telephone interpretation services available in emergency situations between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday (except holidays).

IX. MEDICAL CASE MANAGEMENT - Two-Tiered Model: Standard & Comprehensive

1. SUBRECIPIENT agrees that *Medical Case Management services (including treatment adherence)* is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, provided by trained professionals, including both medically credentialed and other health care staff who are part of the clinical care team, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. The coordination and follow-up of medical treatments is a component of medical case management.

    Key activities include:
    a. Initial assessment of service needs;
    b. Development of a comprehensive, individualized service plan;

c. Timely and coordinated access to medically appropriate levels of health and support services and continuity of care;
d. Coordination of services required to implement the plan;
e. Continuous client monitoring to assess the efficacy of the plan; and
f. Periodic re-evaluation and adaptation of the plan as necessary;
g. Accompanying a client to a medical appointment with client's consent;
h. Client-specific advocacy and/or review of utilization of services.

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

Medical Case Management services have as their objective improving healthcare outcomes. Whereas Non-Medical Case Management Services have as their objective providing guidance and assistance in improving access to needed services.

The Two Tiered Medical Case Management Model differentiates between high (Comprehensive) and low acuity (Standard) to respond to the spectrum of clients' needs.

2. SUBRECIPIENT agrees to provide the minimum number of Units of Service per contract year or period, and to provide the minimum number of unduplicated clients required during the contract year or period, as established on the Service Description Page (Form B-2) of the DHH Budget Package, Service Provision Delineation Letter (also referred to as an Attachment H), or DHH Program Goal Sheet, and further agrees to abide by any DHH Conditions of Award (also referred to as an Attachment G) as required by DHH.

3. SUBRECIPIENT will ensure that it provides DHH with required statistics as established on the DHH Reporting Calendar and subsequent revisions.

4. SUBRECIPIENT will ensure that when necessary, and with the client's consent, that it will communicate with other agencies providing medical case management services to avoid duplication and assure coordination of services.

5. SUBRECIPIENT will ensure that it fully participates in all DHH initiatives, including but not limited to: The Case Management Coordination Project, including training activities as well as other mandates and directives; Medical Case Management Quality Management, and The Centralized Intake Process and Client Feedback Initiative of DHH's Client Services Unit (hereafter called Client Services).

6. SUBRECIPIENT will ensure that for any client presenting for medical case management services, either face to face or by phone, the medical case manager will assist the client in immediately contacting Client Services.

7. SUBRECIPIENT will assure that in the event any individual presenting for services and is experiencing a crisis, the Subrecipient will immediately respond to this crisis. The crisis will be defined as acute emotional distress (i.e. psychosis or grief); suicidal and/or homicidal ideation; physical symptoms which appears emergent in nature, whether or not caused by HIV and; situations resulting from apparent negligence, violence, or abuse.

8. SUBRECIPIENT will assure that all client related information released to the Subrecipient by DHH is kept strictly confidential. Subrecipient further agrees to comply fully and explicitly with all statutory restrictions as applicable within the Philadelphia Eligible Metropolitan Area or face substantial penalties.

9. SUBRECIPIENT agrees that all referrals will be obtained through Client Services. In cases where clients contact the medical case management agency directly, Subrecipient agrees that the client will be referred to Client Services prior to enrollment. In addition:

    A. SUBRECIPIENT assures that all referrals into the program will be through a standard protocol developed by Client Services.

    B. SUBRECIPIENT assures that should a waiting list be required that this list will reside solely with Client Services.

    C. SUBRECIPIENT assures that the following procedure will be followed to establish a waiting list:

        i. When the Subrecipient decides that it is no longer feasible for it to accept referrals, that it will contact DHH to inform the Program Analyst, and request to inform Client Services to initiate a waiting list for the Program.

        ii. The Program Analyst must review the evidence being presented with due diligence. If the Program Analyst agrees that a waiting list should be initiated, a written authorization will be provided to both Client Services and the Subrecipient.

        iii. Once Client Services has been informed of this fact by the Program Analyst, no referrals will be made to the program until

the waiting list has been dissolved except as is provided for in case of emergencies.

iv. In cases where individuals are referred to the agency through a secondary system (such as Testing and Linkage to Care [TALC), pending official referral by Client Services, the Subrecipient assures that it will inform the client that the program is not accepting referrals. The client will then be referred to Client Services, which will follow the waiting list protocol.

v. In cases where clients indicate that they wish to be served only through this Subrecipient, Client Services will place the individual on a "first-come first-serve" waiting list for the Subrecipient and follow the protocol addressing this situation.

vi. Subrecipient agrees to keep the Program Analyst up-to-date regarding this situation, as well as report on the status of this situation in the Quarterly Narrative Report.

10. SUBRECIPIENT agrees that all clients will be certified as a Ryan White Eligible Beneficiary within thirty (30) days after initial contact with the client as evidenced by the completion of the DHH Ryan White Certification Form which is to be placed in the client's file. In addition:

i. HIV status must be verified once per lifetime.

ii. Identity, insurance status, residency, and client income must be verified every six months (self-attestation that there has been no change is acceptable); however, annually applications with associated documentation is required.

iii. Verification that a person has had a viral load, CD4 count, or is receiving antiretroviral therapy must occur once a year.

iv. Client certification of eligibility, at any access point of care in the EMA, is valid for all services they receive during the time of the certification.

v. If a person is not certified or is uncertifiable they cannot continue to receive Ryan White funded services.

vi. The process of certification should not be a barrier to providing care for an individual in need of services.

vii. Services should be provided until such time as a person is deemed ineligible.

B) SUBRECIPIENT agrees to follow the Ryan White certification process:

i. Medical Case Management (MCM) and Outpatient Ambulatory Health Services (OAHS) Subrecipients are primarily responsible for certification. However, this does not exempt other Care services Subrecipients from initiating certification to facilitate access to Care services and ensure continuity of care.

ii. All Subrecipients making referrals to other Ryan White services must include written confirmation of eligibility certification in their referral.

iii. Clients with current documentation on file may be certified without being physically present.

iv. For clients without current documentation on file, certification will take place at the client's next MCM encounter.

v. Persons receiving Ryan White services who do not get MCM through Ryan White funded services, or for whom their next appointment for MCM is more than 60 days away, must be certified by the first Subrecipient from whom services are received.

vi. Certification should be completed within 30 days from the time of intake/reassessment. A client may not continue to receive Ryan White services if they have not satisfied all certification requirements. Ryan White services may be renewed at any point after the client has satisfied certification requirements.

vii. Once the client is deemed eligible, the Subrecipient may count the service units provided to that client as Ryan White service units" from the moment of intake but no more than 30 days prior to completing certification.

viii. If the documentation subsequently determines that the client is not eligible, those services may not be counted as "Ryan White service units" and the client may not be considered a Ryan White client. If a client is determined to be ineligible for Ryan White funded services, the Subrecipient may still provide services, but may not use Ryan White funds.

ix. If a person is deemed ineligible, services should be tracked in CAREWare as unfunded services.

x. All persons certified will be offered a signed card which they may bring to other Ryan White funded services they access to be copied and kept on file. The agency completing the certification must maintain all certification documents.

Xi. All clients are to be reassessed and recertified every six months based on the date of their initial certification or recertification. Clients not certified within thirty days of their expiration date are ineligible to receive Ryan White services until they are certified. If the Subrecipient is unable to provide services absent Ryan White support, they must document making appropriate referrals to other Subrecipients who may provide service absent Ryan White funding.

11. SUBRECIPIENT agrees that a client will be contacted by phone within five (5) business days of the referral from the Client Services Unit. Documentation of contact must be included in the client's file and dated.

12. SUBRECIPIENT agrees that efforts to contact a client will continue for six (6) weeks after receiving the referral from Client Services at which time case will be terminated and Subrecipient will develop written protocols to be followed related to attempts to contact clients and termination procedures.

13. SUBRECIPIENT will obtain every six (6) months for Comprehensive or every (12) months for Standard, documentation from every client's HIV medical provider of medical visits, dates and values, and most recent HIV antiretroviral medications prescribed in the preceding six (6) months or (12) months as applicable. The documentation may be in the form of medical visit summaries, lab results, and other official documentation which provides proof of HIV diagnosis and engagement in care. Documentation must be kept in the client's file.

14. SUBRECIPIENT will incorporate the information about the HIV medical visits, viral loads, and HIV antiretroviral medications prescribed received from the client's HIV medical provider into the client's assessment, utilize the information in developing and evaluating the client's service care plan goals, and use as a basis for treatment adherence activities.

15. Prior to a client's assessment, SUBRECIPIENT must ensure that the client is given an overview of case management services as well as an overview of the roles and responsibilities of the case manager and the client. The client's file must contain a form signed (Client/Medical Case Manager Agreement) by that client and the medical case manager which indicates that the client has received this overview of medical case management services, including his/her rights and responsibilities, as well as the roles and responsibilities of the medical case manager. If this form does not already exist, it must be created by the Subrecipient no later than thirty (30) days after the beginning of the Ryan.

16. SUBRECIPIENT will ensure that in addition to the Medical Case Management Agreement, each client is verbally informed of client rights and responsibilities and is provided a written “Bill of Client Rights and Responsibilities,” (hereafter referred to as the “Bill of Client Rights,” which includes but is not limited to:

A. statements regarding non-discrimination;
B. expectations for respect and dignity to be mutually maintained by each client and staff member;
C. services for which each client is potentially eligible;
D. costs, if any, for services not specific to medical case management;
E. statement of client’s right to refuse treatment or services;
F. statement of client’s right and responsibility to participate in service choices;
G. assurance regarding service accessibility;
H. assurances, rights, and responsibilities regarding client privacy;
I. assurances, rights and responsibilities regarding client confidentiality;
J. rights and limits regarding client access to records;
K. the right to receive quality services from qualified personnel;
L. statement of client’s responsibility to provide accurate and complete information relevant to case management services being provided.

17. SUBRECIPIENT will ensure that each client who consents to receive medical case management services receives the standardized DHH Rapid Assessment and Plan (RAP) within (15) fifteen days of enrollment in Medical Case Management services. Client Services will complete the initial assessment questions of (RAP); it is the responsibility of the Medical Case Manager to complete the plan of the RAP. The RAP will identify the client’s needs, problems, strengths, and resources. This RAP must be done under circumstances (e.g., time and location) agreeable to the client and will include the following areas:

A. date of Client Services referral and assessment
B. demographics
C. identification
D. contact information
E. income
F. health insurance
G. housing status
H. medical information
I. HIV medications
J. HIV medication adherence
K. intimate partner violence

L. legal issues
M. substance use
N. mental health
O. suicidal/homicidal ideation
P. transportation
Q. other needs
R. acuity assessment; and
S. enrollment and rationale
T. care plan summary (optional)

18. . SUBRECIPIENT will enroll client in Standard medical case management if based on the acuity assessment the client meets any of the following criteria:

A. new client without enough information to determine appropriate model
B. meets criteria for Comprehensive MCM but is not ready to engage
C. not newly diagnosed
D. virally suppressed
E. adherent to medications
F. low Acuity as determined by the DHH Rapid Assessment Form

19. SUBRECIPIENT will enroll client in Comprehensive medical case management if based on the acuity assessment the client meets any of the following criteria:

G. client is less than 18 years old
H. client is not virally suppressed
I. newly diagnosed in last 12 months
J. more than 12 months since last medical visit
K. untreated Hepatitis C
L. no HIV medical provider
M. nonadherent to ARV medications
N. client is pregnant and not receiving perinatal MCM Uninsured; or any two of the following criteria:

a. uninsured
b. unstable housing
c. other chronic medical conditions
d. indication of Intimate Partner Violence
e. incarcerated in the past 12 months
f. untreated substance use issue
g. untreated mental health issue

20. SUBRECIPIENT will ensure that each client who is enrolled in Comprehensive medical case management services receives the

standardized DHH Comprehensive Assessment and Plan (CAP) within (30) thirty days of enrollment in Medical Case Management services. This CAP must be done under circumstances (e.g. time and location) agreeable to the client and will include the following areas:

O. general information
P. medical care
Q. oral health
R. cervical cancer screenings
S. tobacco use
T. health literacy
U. food security
V. living arrangements and support
W. financial status
X. sexual behaviors
Y. injection drug use
Z. care plan summary (optional)

21. SUBRECIPIENT must indicate a rationale if the recommendation for Standard or Comprehensive Medical Case Management is not followed.

22. SUBRECIPIENT will ensure that at the completion of each section of the RAP and/or CAP the assessment a care plan is developed that will assist with identified issues. This plan includes:

A. issue
B. action steps
C. dates completed

23. SUBRECIPIENT will ensure that clients receiving either Standard or Comprehensive medical case management are reassessed every one hundred and eighty (180) days.

24. SUBRECIPIENT will ensure that elements of the Service Care Plan are not deleted but may make additions to them as required by clinical needs of their medical case management practice.

23. SUBRECIPIENT will ensure that the medical case manager has at a minimum:
A. face to face, phone or email contact with the client every one hundred and eighty (180) days for Standard clients or every ninety (90) days for Comprehensive clients; more if client's situation dictates such an action
B. accompaniment to medical visits are required annually for Comprehensive clients (MCMs are to demonstrate and document collaboration and coordination with the clinical care team)

24. SUBRECIPIENT agrees that each accompaniment to a medical visit will be documented in the client's progress notes detailing the specifics of that visit. Medical visit accompaniment is not intended solely for the purpose of client escort. The medical case manager should be interfacing with the medical provider and communicating gaps in medical care and unmet needs (e.g., medications, insurance, assistance needed in getting patients to specialists). If a client refuses to allow accompaniment to a medical visit, it must be noted in the client's progress notes.

25. SUBRECIPIENT will ensure that recipients of medical case management services receive Treatment Adherence Counseling (education and support to ensure readiness for, and compliance with complex HIV treatments).

26. SUBRECIPIENT will ensure that the client's adherence to HIV treatment (e.g. keeping medical appointments, taking prescribed medications, refilling prescriptions, etc.) must be assessed at a minimum, at least once every one hundred and eighty (180) days for Standard and every ninety (90) days for Comprehensive clients at a minimum.

27. SUBRECIPIENT will ensure that documentation in client progress notes and service care plan demonstrate that a treatment adherence assessment has been completed, treatment adherence plan to address the problems has been developed and treatment adherence activities have been implemented. Treatment adherence activities include but are not limited to:

A. providing pill boxes
B. filling out an adherence log
C. patient education
D. reminder calls for upcoming medical visits
E. tracking medical appointments
F. tracking viral loads
G. providing patient information in client's primary language
H. alarms and other reminder devises
I. devising a monthly calendar of client's medical appointments
J. daily reminder calls or texts to clients about taking medications
K. motivational counseling
L. attending medical appointments with clients
M. case conferences with medical providers
N. referrals to adherence counselors if available

28. SUBREPIENT will ensure that all clients are assessed for health literacy and based on assessment findings, medical case manager will develop ongoing strategy to assist client with health related and other information.

29. SUBRECIPIENT will ensure that confidentiality is maintained and written policies (accessible to staff) regarding client confidentiality which includes both paid and unpaid personnel. The Subrecipient agrees to comply with Pennsylvania Act 148 (Confidentiality of HIV-Related Information Act of 1990, 35 P.S. Section 7601 et seq.) and Act 59 (amended in 2011) or NJ Statute 26:5C (An Act Concerning Acquired Immunodeficiency Syndrome and Supplementing Title 26 of the Revise Stature).

30. SUBRECIPIENT will ensure that when information is requested from the Subrecipient, that an Authorization to Release HIV Related Confidential Information Form which meets the requirements of the appropriate State statute is explained to the client prior to their signing the form and information being released to or received from other organizations or agencies.

31. SUBRECIPIENT will ensure that the client is given and either reads, or is read, the document, signs and dates a Medical Case Management Agreement; an agency grievance procedure form, and release forms that detail the relevant confidentiality laws.

32. SUBRECIPIENT will ensure that a written policy is maintained on file and made accessible to all relevant staff, which explains how clients are informed about the “Bill of Client Rights.”

SUBRECIPIENT will ensure that each client receiving medical case management services is informed of agency grievance procedures. Each client must receive and read, or be read, the contents of the grievance form, sign and date the form. If this form does not already exist, it must be produced by the provider within thirty (30) days after the initiation of this contract. The elements of the grievance procedures must include at a minimum:

A. an explanation of the time frame within which grievances may be filed;
B. an explanation of the process by which clients may appeal negative decisions;
C. compliance with any existing grievance procedures established by outside agencies which provide governance to the provider.
D. The 1-800-985-2437 number for clients wishing to grieve directly to DHH.

33. SUBRECIPIENT agrees that progress notes will be written in DAP (Data Assessment Plan) format. SUBRECIPIENT further agrees that as a result of each face to face or phone or other contact with the client the following is noted and recorded in the progress note:

A. assessment of progress toward goal achievement as delineated in the Service Care Plan;

B. results of the action steps delineated in the plan; c) changes, additions or deletions to current services.

34. SUBRECIPIENT will ensure that medical case management services are terminated when:

A. the client, in consultation with the medical case manager, indicates medical case management services are no longer necessary, or that the client's needs may be better met by another Subrecipient;
B. when seven (7) months have lapsed since the client initiated contact with the case manager for Standard and four (4) months for Comprehensive;
C. the client moves to a new service area;
D. the client becomes eligible for otherwise funded HIV medical case management services;
E. the client is placed or located in an institutional setting in which case management services are either unnecessary or the respective institution is responsible for providing medical case management services;
F. the client acts in such a way as to endanger the case manager or agency personnel as per the provider's written policies and procedures; and
G. the client otherwise chooses to terminate service with the Subrecipient.

35. SUBRECIPIENT will complete the standardized Medical Case Management Discharge Plan once a termination is made to close the client for services.

36. SUBRECIPIENT will ensure that when a client chooses to terminate services, the respective medical case manager facilitates referral through the Client Services to facilitate access to services from an alternative MCM Subrecipient.

37. SUBRECIPIENT will ensure that all medical case managers funded in whole or in part with Ryan White funds meet the minimum educational qualifications. These requirements are: each case manager must have a bachelor's degree in social work, psychology or sociology or other related field; or, for nurses, be classified as a registered nurse or have a bachelor's of science in nursing.

38. SUBRECIPIENT will ensure that a copy of the medical case manager's degree, or transcript documenting the degree awarded, is part of his/her personnel file.

39. SUBRECIPIENT ensures that medical case management supervisors will meet the minimum educational requirements outlined for case managers. It is agreed by Subrecipient that a Bachelor's degree is required, but a Master's degree is preferred

with two years experience performing Social Work or Medical Case Management activities.

40. SUBRECIPIENT agrees that the purpose of supervision is to:

A. improve client clinical outcomes.
B. enhance the HIV medical case manager's professional skills, knowledge and attitudes to achieve competency in providing quality care.
C. assist in professional growth and development of the worker.

41. SUBRECIPIENT will ensure that each case manager is assigned to a clinical supervisor and receives supervision. Supervision must include at a minimum:

A. face-to-face supervision once every two (2) weeks, and
B. a bi-annual review of client charts.
C. supervision with medical case managers is to document in progress notes (includes clinical recommendations by the case management supervisor, specific action steps taken by the case manager regarding the client and associated outcomes)
D. supervisor will keep a supervisory log (includes the dates of supervision sessions and the names of clients discussed with case managers during meeting

42. SUBRECIPIENT will assure that chart reviews include but are not limited to:
A. frequency of contact with client, including face to face contacts
B. client retention and case closure
C. review of service care plan
D. review of treatment adherence activities
E. follow-up on client's medical appointments
F. follow-up on referrals, including but not limited to drug/alcohol and mental health treatment

43. SUBRECIPIENT will ensure that all medical case managers complete a minimum of twenty (20) hours of annual training during the contract year which enhances job related skills and/or knowledge.

44. SUBRECIPIENT will ensure that all medical case managers with one (1) year or less experience must attend the Case Management Coordination Project Orientation for New HIV/AIDS Case Managers.

45. SUBRECIPIENT agrees to make client files available for review by the DHH Program Analyst upon request.

46. SUBRECIPIENT will ensure that all client files are kept in a safe and secure environment for confidentiality purposes.

47. SUBRECIPIENT will adhere to these service provisions.

48. SUBRECIPIENT will have policies and procedures assuring cultural and linguistic needs of clients are addressed in the delivery of medical case management services.

49. SUBRECIPIENT will have policies and procedures addressing coverage of cases when the assigned medical case manager is unavailable.

X. MEDICAL NUTRITION THERAPY

1. SUBRECIPIENT will ensure that **Medical Nutrition Therapy** including nutritional supplements is provided by a **Licensed Registered Dietitian** outside of a primary care visit. The provision of food may be provided pursuant to a physician's recommendation, and a nutritional plan developed by a licensed registered dietitian who will conduct an initial assessment of each consumer. The initial assessment can be administered by a series of questions concerning the consumers understanding of nutrition. In subsequent counseling sessions, the licensed registered dietitian will discuss the consumers' understanding of nutrition and changes in eating patterns that have occurred while participating in this program.

2. SUBRECIPIENT will ensure that the initial nutritional assessment, which includes, but is not limited to:

    A. A review of the clients' medical information, medications, supplements taken, when and how, and;
    B. Consideration of individual personal and cultural food preferences, budget, living situation, cooking skills and facilities.

3. SUBRECIPIENT will ensure that the licensed registered dietitian consults with each consumer's physician **prior** to designing a dietary plan specific to the patient's needs.

4. SUBRECIPIENT will ensure that clients receive individual nutritional assessments, nutritional follow-up counseling as needed, therapeutic diets and nutritional information on an individual or group basis.

5. SUBRECIPIENT will ensure that it develops an individualized nutrition plan for each individual seen, including an assessment of over-the-counter and prescribed medications regimen of each client as it relates to his/her nutritional needs. This plan will further reflect the needs, circumstances, and food preferences of each patient. The nutritional counselor will consider the individual's personal, cultural, and food preferences, budget, living situation, cooking facilities and skills. This plan will be integrated into the consumer's total primary health care plan. The service plan will be developed based on the client's assessment information.

6. SUBRECIPIENT will ensure that the nutritional counseling plan includes the following:

    A. Assessment of nutrition/dietary intake;
    B. Individual/cultural food preferences;

C. Weight, height, medications, allergy history and history of other chronic disease such as hypertension, diabetes;
D. Use of appetite enhancers or suppressors, supplements, complementary therapies, vitamin and mineral supplements;
E. The assessment of client's nutrition related symptoms, for example, patterns of chewing, swallowing, nausea, vomiting, diarrhea, constipation;
F. The assessment of the need for nutritional supplements;
G. Socio-economic factors associated with nutrition, for example, availability of food and appliances
H. Agreed upon time for reassessment of nutritional plan
I. Evidence of reassessment of nutritional health status of the client and the appropriateness of the care plan as agreed upon by the client and the counselor. This must be documented.

7. SUBRECIPIENT will ensure that the nutritional counseling it provides includes, but is not limited to:
   A. what food to eat in order to support the body's ability to fight infection; good nutrition;
   B. malnutrition;
   C. how to protect the immune system,
   D. calorie dense adequate nutrition,
   E. food safety,
   F. vitamin and mineral needs,
   G. managing food related symptoms,
   H. information about supplemental nutritional regimens and
   I. Potential interactions.

8. SUBRECIPIENT further assures that each client will be instructed and/or counseled in taking medications, including requirements as to scheduling and adherence issues, food-drug interactions, drug-drug interactions, drug supplement interactions, and potential side effects.
   A. Nutritional services and nutritional supplements **not** provided by a licensed registered dietitian will be considered a **support service**. Food **not** provided pursuant to a physician's recommendation, and a nutritional plan developed by a licensed registered dietitian also will be considered a **supportive service.**

9. SUBRECIPIENT will ensure that the staff person providing nutritional services be responsible for maintaining clients records in relation to this program. Records will include, but not be limited to a minimum of:
   A. The individual client nutritional/dietary plan;
   B. Nutritional progress notes for each client counseling session conducted under this contract;

C. Progress notes connected with the follow-up sessions will indicate client progress in following the recommendations of their dietary plan.

10. SUBRECIPIENT will ensure that it assess changes in nutritional intake for participating clients. Changes will be assessed in patients who have more than three (3) sessions.

11. SUBRECIPIENT will ensure the program is publicized to medical case managers, other SUBRECIPIENT of HIV-related services, and the community is aware of the program and its criteria for enrollment.

12. SUBRECIPIENT will ensure documentation in the form of a reporting mechanism, is used to identify race, gender, age and geographic location of each client served.

13. SUBRECIPIENT will ensure there will be a follow-up with the referring department or agency when services are started and when discontinued.

14. SUBRECIPIENT will ensure the licensed registered dietitian communicates with each client's physician through a written consultation form, which the patient is responsible for giving to their physician.

15. SUBRECIPIENT will ensure the licensed registered dietitian implements an assessment documentation form to evaluate the effectiveness and impact of the nutritional counseling on each patient.

16. SUBRECIPIENT will be responsible for evaluating changes in the consumer's nutrition related knowledge and behavior. This will be accomplished through a written or face-to-face instrument that will be developed by the licensed registered dietitian.

17. SUBRECIPIENT will ensure that it develops a nutritional referral mechanism for clients.

18. SUBRECIPIENT will ensure documentation of termination of services. This includes, but not limited to date of termination, reason for termination, and referrals provided.

19. SUBRECIPIENT will ensure that agency Policies and Protocols regarding nutritional assessment and counseling services are submitted to the DHH Program Analyst by request. Should there be any revisions to these Policies and Procedures during the contract year; SUBRECIPIENT agrees to submit them to DHH in ten (10) days after official or programmatic approval.

XI. MEDICAL TRANSPORTATION SERVICES

1. SUBRECIPIENT will ensure that Medical Transportation is to provide nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services.

2. SUBRECIPIENT will design and implement a creative and innovative approach to regional transportation for eligible individuals. Services will be implemented through the following modes of transportation as feasible in each county of the EMA, beginning with least costly modes of transportation and progressing to higher cost modes. SUBRECIPIENT is responsible for assuring that the least costly mode of transportation is utilized whenever possible and appropriate.

    A. Car or Van (mileage reimbursement)
    B. Public transit
    C. Para transit
    D. Taxi cab
    E. Shared Car Ride

3. Services may be implemented through cooperative agreements with potential subcontractors, prior to finalizing and implementing the formal procurement and selection process. All services, once implemented, will function concurrently.

4. Transportation can only be provided for travel to any of the following services:

    i. Medical care services
    ii. Hospitals
    iii. Pharmacies
    iv. Dental care services
    v. Mental health services
    vi. Medical suppliers
    vii. Food and nutrition services

5. SUBRECIPIENT may use these funds to provide transportation by:

    A. Providing passes, taxi vouchers or mileage reimbursements to SUBRECIPIENTs to cover the fare for public transit, taxi cab or private automobiles which is available when clients have the physical and mental capacity to use such services;
    B. Coordinating and recruiting volunteers to provide transportation services by utilizing their personal vehicles or vehicles provided by a SUBRECIPIENT organization;

C. Entering into contracts with SUBRECIPIENTs of integrated or public transit services,
D. Including nonprofit agencies, transit authorities and licensed common carriers.

6. SUBRECIPIENTS that use volunteers (who are reimbursed for out-of-pocket expenses) or private individuals as transportation must maintain records that document the services provided and the amount of funds going to these persons on a monthly basis.

7. SUBRECIPIENT will ensure that all transport has the appropriate insurance coverage for the transport of groups and/or individuals. SUBRECIPIENT will ensure this in the following manner:

   A. Require, verify and document that commercial transportation vendors are licensed;
   B. Require, verify and document that non-commercial transport, are properly licensed and insured (This includes volunteers);
   C. Insurance coverage information will be kept on file and made available upon the request of the DHH staff.

8. SUBRECIPIENT will assure that individuals receiving services have been diagnosed with HIV and it is documented in clients' charts prior to providing service.

9. SUBRECIPIENT further assures that priority will be given to non-ambulatory individuals and or individuals unable to travel alone.

10. SUBRECIPIENT will assure that transportation services provided under these provisions will not to be used for:

    A. Social or recreational purposes,
    B. Medical emergencies, or
    C. Situations that would normally be referred to an ambulance service or "911"

11. SUBRECIPIENT will ensure proper documentation for all services received. Documentation will include:

    A. Client demographics (to include client identifier, race, age and address),
    B. Whether trips were one-way or round trip
    C. Purpose of trip,
    D. Mode of transportation provided client.

12. Eligibility

A. SUBRECIPIENT agrees to develop a method for determining current consumer Medical Assistance (MA) eligibility.

B. SUBRECIPIENT will maintain information on the number of MA eligible/ineligible consumers, and those on MA.

C. SUBRECIPIENT agrees that in instances where the client needs to be accompanied by an escort, that the SUBRECIPIENT will make the decision as to how many other individuals may accompany the client.

13. SUBRECIPIENT will contact the appropriate transport carrier(s) and provide the details of the transport needs. The driver will assist individuals, door-to-door, to gain access to and from the vehicle, including hands-on escorting or aiding those in wheelchairs. Drivers are not required to move consumers/clients from one level/floor to another.

14. SUBRECIPIENT is responsible to receive transportation request by fax, by mail or by telephone between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday (except holidays).

15. SUBRECIPIENT will arrange, through subcontracted transportation carriers, to provide holiday, weekend, and evening transportation services when possible.

16. After 4 p.m. and on weekends, SUBRECIPIENT of Transportation telephone lines will have an outgoing message that informs caller of the hours for requesting services, the Health Information Helpline number and a statement that informs caller that requests for transportation must be made directly with a designated SUBRECIPIENT staff person.

17. SUBRECIPIENT agrees to provide materials and resources to volunteer and subcontracted drivers and transit agencies that address a basic understanding of HIV Disease, universal precautions, and sensitivity to the needs of people living with HIV being served. In doing so, SUBRECIPIENT may work with DHH, other DHH funded SUBRECIPIENTs, education and training programs within the Philadelphia EMA.
18. SUBRECIPIENT will assure that individuals providing direct services to clients will have completed a basic HIV prevention education training. For this program the training will emphasize:

A. Fundamentals of HIV
B. Cultural Humility and HIV Service Delivery
C. Health Equity and HIV
D. LGBTQ+ Competence and HIV Service Delivery
E. Philadelphia’s Community Plan to End the HIV Epidemic (EHE) Plans and Efforts

F. Pre and Post Exposure Prophylaxis (PrEP and PEP)
G. Radical Customer Service
H. Undetectable = Untransmittable (U=U)

Documentation of the training must be on file with SUBRECIPIENT.

19. SUBRECIPIENT will develop a database and collect data for the purpose of identifying trends and gaps in transportation services to people living with HIV. . SUBRECIPIENT will provide DHH access to all data collected. This data will include:

A. Number of on-way rides per day.
B. Annual no-show rate.

20. SUBRECIPIENT will ensure that maintenance occurs on a routine basis (daily, weekly, and monthly) and on mileage basis.

21. SUBRECIPIENT will ensure that drivers keep logbooks that records trips, fuel purchased, and maintenance activities; this should include:

22. A. Number of transported clients.
B. Beginning and ending address of each trip.
C. Number of miles.
D. Duration of trip.

23. SUBRECIPIENT will thoroughly investigate all accidents and keep record of police reports. SUBRECIPIENT will also notify DHH Program Analyst if an accident occurs.

XII. MENTAL HEALTH SERVICES

1. SUBRECIPIENT agrees to apply for a contract with Community Behavioral Health, Inc. (CBH) and /or subcontract with credentialed SUBRECIPIENT agencies to provide treatment services which are goal oriented and designed to maximize the personal and informal resources, linking clients to community and formal resources as needed and to assure that these resources are the least restrictive as possible.

2. SUBRECIPIENT will contract with mental health service SUBRECIPIENTS credentialed by CBH and contracted by CBH to provide specialized services for persons (and their families) living with HIV.

Compliance/Credentialing/Training

3. Service SUBRECIPIENT credentialing compliance will be maintained to meet all standards regarding:

   A. **Staffing Credentialing Files**: SUBRECIPIENTs will maintain credentialing files for all part-time or full-time care (including consultants) and supervisory staff. This will include all licensed and non-licensed staff (e.g., psychiatrists, psychologists, physicians, nurses, and social workers) that provides direct care to clients. Staff credentials will meet the minimum requirements of the position description guidelines established by CBH.

   B. **Documentation Requirements**: SUBRECIPIENTs will maintain: a standardized format order/chronology of standard consumer information forms; a completed intake sheet; a consumer rights form, signed and dated by the consumer; signed and dated consent for treatment and consent for medication; and signed and dated release of information.

   C. **Clinical Supervision Staff Orientation**: All SUBRECIPIENTs will adhere to the Pennsylvania or New Jersey State guidelines (as applicable), as well as discipline specific regulations, to provide supervision to all clinical staff. The supervisory director of any multidisciplinary team is the individual who holds the highest degree of accountability by licensure, generally the psychiatrist.

   D. **Staff Training:** SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that within the first sixty- (60) days after the initiation of this contract that it will review the policy regarding the training of staff. This policy will address the need for training staff, as well as provide a specific plan for initial and ongoing training of staff. Each agency will show evidence of the implementation of the plan, as well as, provide feedback from the organization's mental health clinicians regarding the fulfillment of this plan. It is accepted by SUBRECIPIENT that each agency plan will be updated yearly.

   E. **Physical Plant Standards**: SUBRECIPIENT will be expected to adhere to all standards, laws and guidelines that are established by state and local governments, for facilities providing mental health services.

   F. SUBRECIPIENT in collaboration with CBH will develop a network of qualified and experienced SUBRECIPIENTs of mental health services to persons with HIV disease and/or families during the contract period.

   G. SUBRECIPIENT working in collaboration with the Consumer Satisfaction Team (CST) and other components of BHS, will establish program quality assurance measures (i.e., training, consumer satisfaction, clinical

outcomes, utilization data, evaluation), and implement such during appropriate times throughout the contract period.

4. Record Keeping and Documentation

   A. For each client who is provided mental health counseling: SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) agrees to keep a record of where the client is from and the mode of HIV transmission, as well as relevant demographic information. This information will be provided to City of Philadelphia/DHH upon request

   B. SUBRECIPIENT will develop and strengthen linkages with other mental health agencies that provide mental health services to effected populations. It will also cooperate with other agencies that provide information and education to the above-targeted populations. A record of these contacts will be kept at each contracted service SUBRECIPIENT agency, and be made available to DHH upon request.

   C. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will coordinate mental health counseling services with other agencies providing like services when possible, in order to prevent duplication of services. SUBRECIPIENT and the agencies accept the requirement that this requires the client's consent.

   D. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies), agrees to keep a record of all referrals of clients to other agencies offering case management, substance abuse treatment, other mental health treatment or psychiatric services, and other services as they are requested.

   E. SUBRECIPIENT agrees to make this record available to DHH through the contracted SUBRECIPIENTs upon request. In addition, where applicable this information will be reflected in the client's progress notes.

   F. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that all client files are kept in a safe environment for confidentiality purposes.

5. Pre-Intake/ Waiting List

   A. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that a client is placed on a waiting list for services with the client's consent, and only if no other appropriate agencies are able to provide necessary services or willing or able to

accept the client. Written documentation of the waiting client's status and agencies approached must become a part of the client's file.

B. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) agrees to make a full attempt to connect clients to services prior to placing them on a waiting list.

6. Intake and Assessment

A. SUBRECIPIENT through contracted service SUBRECIPIENT agencies ensures that an initial intake will be completed on each client no later than **five (5)** working days after the client has been accepted for treatment.

B. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that an intake document will be utilized for the initial intake of each client referred or who has requested services. The intake information will include, but not be limited to:

i. Basic demographic information on the client;
ii. A clear statement of the client's needs and/or presenting problem(s);
iii. A determination as to whether the client meets the criteria established by the agency and is acceptable for mental health counseling

C. If the client does not meet the criteria, the intake clinician will refer the client to the appropriate source and document attempts at referral.

D. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) ensures that a written **psychosocial evaluation** will be completed on clients by the **third visit**. The evaluation should include, but not be limited to:

i. Referral source;
ii. Date opened;
iii. Reason for referral;
iv. Family//community resources, indicating name, relationship to client and means of contacting, and an indication as to whether resource(s) is (are) identified by client or by someone else as supportive;
v. Financial sources of income, indicating how the client is managing and type of medical coverage;
vi. Housing/living situation with details, depending upon medial situation and degree of client infirmity;
vii. Personal/social history;

viii. Clinician's impressions; and
ix. Written consent for mental health services

7. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that a written consent form to provide services, is signed by the client, dated, and witnessed during the first face-to face contact.

8. Treatment Plan

A. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) ensures that a comprehensive treatment plan is completed for clients within **thirty (30) days** of admission to the program. This plan will include issues, goals, and objectives presented by the client as well as those identified in the individual's psycho-social history and evaluation and will be prioritized from the most important to the least. The comprehensive treatment plan will be revised as clients meet goals, and as new goals arise and are identified.

B. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that treatment plan(s) will be made up of issues, goals and objectives taken directly from the comprehensive treatment plan. This plan will include but not be limited to the:
   i. Treatment goals and objectives for the period (which will include but not be limited to the most important ones identified on the priority list);
   ii. Action steps, including time frames, related to each service care goal on the treatment plan, and;
   iii. A good faith attempt to obtain the signature of the client (or designated representative) on the treatment plan, which acknowledges a client's agreement with the plan. This plan will be updated every ninety (90) days.

C. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will incorporate relevant medical information into the client's treatment plan. SUBRECIPIENT will obtain this information from each client's physician unless it is considered unnecessary. This will be determined on a case-by-case basis, and the decision will be documented in the client's chart.

D. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) assures that a treatment contract denoting the plan of action is incorporated into a client/agency contract, which is dated and signed by the client and clinician. The contract will include the agency's definition of mental health counseling, general expectations of agency/clinician and client, grievance procedures, consequences of

noncompliance with the plan, relevant re-entry requirements, and assurance of privacy and confidentiality.

E. If the client is hospitalized for mental health reasons, SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that, if requested, a copy of the client's psychosocial evaluation, treatment plan and a summary of the client's current social and medical status are provided to the HIV Coordinator or Social worker.

F. If the client is hospitalized for medical purposes. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that, if requested the client's psychosocial evaluation, treatment plan, and a summary of the client's current social and medical status will be provided to the hospital-based HIV Coordinator or Social worker.

G. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that progress notes will be regularly documented in the client's chart. The Data/Assessment/Plan (DAP) format, or a system which includes the clinician's
    i. Relevant observations of the interactions
    ii. An analysis/evaluation of the interaction, and
    iii. The plan of action resulting from the interaction will be utilized for progress notes.

9. Discharging/ Noncompliant Clients

A. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) agrees to move a case to inactive status when the client chooses not to use the mental health counseling services for a period of ninety (90) days, when a client is noncompliant, or their behavior is contrary to the philosophy of the agency. The agency may keep a case open beyond the **ninety (90) day** period if it is the policy of the agency to do so. This policy will be submitted to DHH in writing within **thirty (30) days** of the initiation of this contract to be kept on file at DHH
B. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will make a reasonable, documented attempt to assure that an evaluation between the clinician and the client occurs in a face-to-face interview, either when the case becomes inactive, or at/near the closing of the case. The therapist must determine, with the client, whether the agreed upon activities were effective and why. If a face-to-face interview is not possible, then a phone interview will be conducted.
C. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that a written summary and

evaluation is completed on each client upon termination of services. The summary will include the effectiveness of the therapy in achieving the goals of constructive personality and behavioral change.

D. SUBRECIPIENT through their BHS contract (or contracted service SUBRECIPIENT agencies) will ensure that a client is made aware of his/her case status change in writing.

Mental Health - Behavioral Health Consulting Services

According to SAMHSA – HRSA Center for Integrated Health Solutions, Behavioral Health integration encompasses the management and delivery of health services so that individuals receive a continuum of preventive and restorative mental health and addiction services, according to their needs over time, and across different levels of the health system. Successful integration involves more than increasing access to behavioral health services through enhanced referral processes or co-location; the system of care delivery is transformed.

10. SUBRECIPIENT will agree to build and maintain effective relationships with community partners, and, whenever possible, sign a Memorandum of Agreement (MOA) between the implementing agency and community partners to facilitate the referral process.

11. SUBRECIPIENT agrees that staff and volunteers providing Behavioral Health Consulting Services will possess the following: a minimum of a Master's Degree in social work, psychology, sociology, or other related field with a minimum of 2 years of experience as a Licensed Clinical Social Worker (or working towards a license). Competency in providing cognitive and behavioral interventions to individuals, families, couples, groups with behavioral health/substance abuse issues in a primary care setting.

12. SUBRECIPIENT agrees Behavioral Health Consultants providing services per the contract who do not meet the above qualifications will be supervised by a licensed professional who does meet the qualifications. Information documenting the above qualifications will be available to the program analyst upon request.

13. SUBRECIPIENT agrees that clinical and/or administrative supervision will take place at a minimum bi-weekly.

14. SUBRECIPIENT agrees Behavioral Health Consultation are "brief consultations" that includes a range of activities that may include:

    A. Functional and strength-based assessment and diagnosis;
    B. Psycho-education for patients and their support systems;

C. Medication adherence counseling and disease self-management counseling;
D. Motivational interviewing to develop behavioral strategies aimed at symptom reduction;
E. Brief problem-solving cognitive intervention aimed at modifying negative thinking and promoting self-efficacy;
F. Self-Care Plan development and skills training to facilitate disease self-management, improved coping, distress tolerance, stress reduction, and relaxation; and
G. Substance use/abuse evaluation, identification of maladaptive coping strategies and development of harm reduction strategies.

15. SUBRECIPIENT agrees that the Behavioral Health Consultant will consult with PCPs to enhance understanding the client provide decision support for treatment planning and assist in the implementation and monitoring of bio psychosocial treatment plans.

16. SUBRECIPIENT agrees to provide consultation to and coordination of care of patients with primary care staff. Identify, refer, and advocate for patients needing specialty behavioral health services and other services as needed.

17. SUBRECIPIENT agrees all staff must be supervised by a degreed or licensed individual in the fields of health, social services, mental health or possess equivalent experience. Supervision must take place on a bi-weekly basis and be documented (log, CareWare, EMR). Supervisors must review a 10 percent sample of each staff member's client records each month for completeness, compliance with these standards, and quality and timeliness of service delivery.

18. SUBRECIPIENT will assure that in the event any individual presenting for services and is experiencing a crisis, the SUBRECIPIENT will immediately respond to this crisis. The crisis will be defined as acute emotional distress (i.e., psychosis or grief); suicidal and/or homicidal ideation; physical symptoms which appears emergent in nature, whether caused by HIV or not, and; situations resulting from apparent negligence, violence, or abuse.

19. SUBRECIPIENT will develop crisis intervention and ensure that services are culturally sensitive and competent, developmentally appropriate, linguistically specific, and sensitivity to sexual and other identity issues.

XIII. ORAL HEALTH CARE

1. SUBRECIPIENT agrees that Oral Health Care services provide outpatient diagnostic, preventive, and therapeutic services by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

2. SUBRECIPIENT will ensure that it employs appropriate staff as per this contract's budget. SUBRECIPIENT will ensure that all dentists, dental assistants, and dental hygienists comply with DHH's HIV clinical update and required hours of annual training. SUBRECIPIENT may employ participants in dental student residency training programs to cope with patient caseload and ensure providing care to all patients.

3. SUBRECIPIENT will ensure that the weekly schedule for each component of the program be designed to maximize client access to services.

4. SUBRECIPIENT will ensure that the following process is utilized in accepting patients and providing treatment: Intake and screening, assessment of patient needs, implementation of the plan, follow-up visits, and reassessment (disposition and termination).

5. SUBRECIPIENT will ensure a comprehensive treatment plan will be completed and implemented by a qualified SUBRECIPIENT in collaboration with the patient. This is evidenced by the treatment plan being agreed upon by patient and dentist following a discussion of all options.

6. SUBRECIPIENT will ensure preventive dental health maintenance will occur, as evidenced by documentation of patient education in dental hygiene.

7. SUBRECIPIENT will ensure that an educational component be included during each primary dental visit, with follow-up as required by the patient and/or program.

8. SUBRECIPIENT will ensure that a comprehensive evaluation is completed at the initial routine visit and updated at each visit as needed. This is evidenced by documentation of the following:

    A. Confirmation of HIV status with written documentation of laboratory results, or a signed and dated statement of HIV diagnosis from the client's physician;

B. A complete dental and, as appropriate, medical history;

C. Diagnostic studies performed within the past six months, which include
   i. CBC with differential;
   ii. Biologic and virologic markers specific to HIV disease;
   iii. Hepatitis serology at baseline;
   iv. Serum chemistries at baseline
   v. PPD yearly;
   vi. RPR/VDRL at baseline.

(These can be requested from, and provided by the patient's primary medical care provider.)

9. SUBRECIPIENT will ensure routine dental services under this contract include:
   A. Initial and Check-up Examinations
      i. Full mouth x-rays
      ii. Bite wing x-rays
      iii. Panorex for edentulous
      iv. Panorex plus PA's for clients with only a few remaining teeth
      v. Exam and treatment plan

   B. Hygiene/periodontics
      i. General Cleaning
      ii. Scaling/root planning

   C. Simple filling of cavities
      i. Amalgam restoration
      ii. Resin restoration
      iii. Fluoride trays for dry mouth or high caries rate

   D. Prosthetics
      i. Four (4) units of fixed prosthetics per year
      ii. Post and core for endodontically treated teeth
      iii. Full dentures (one set every seven years, reline at six months post-extraction, one reline every two years)
      iv. Metal partials (for five missing teeth)
      v. Acrylic partials (including immediate partials for front teeth)
      vi. Add on teeth for new extractions
      vii. Simple denture repair

   E. Oral Surgery
      i. Extractions
      ii. Oral lesion biopsies

10. SUBRECIPIENT will ensure that patients presenting with HIV related gingivitis, periodontitis, acquired anodontia, caries and dento-alveolar abscess, would receive services appropriate for the purpose of eradication of soft/hard tissue pathology in the oral cavity.
    I. Method:
        i. Exodontia of non-restorable teeth
        ii. Excision of granulomatous tissue
        iii. Periodontal maintenance
        iv. Restoration of carious lesions
        v. Replace missing teeth with prosthesis to restore masticatory function

11. SUBRECIPIENT will ensure that, for each patient's individual need, coordination will be maintained between appropriate medical services and the dental program according to his/her medical condition, and the patient chart will reflect this.

12. SUBRECIPIENT will ensure the SUBRECIPIENT of care remains current on all relevant HIV/AIDS information as evidenced of at least four (4) hours of HIV specific continuing education on a yearly basis.

13. SUBRECIPIENT will ensure that universal precautions for infection control are always used during treatment to ensure that appropriate infection control is maintained. Evidence of this will be kept on file and provided to DHH upon request.

14. SUBRECIPIENT will ensure that all dental instruments used for examinations and treatments will be cleaned and sterilized using current methods and standards for infection control. Evidence of this will be kept on file and provided to DHH upon request.

15. SUBRECIPIENT will ensure that equipment used for sterilization is properly maintained using current standards for this purpose. Evidence of this will be kept on file and provided to DHH upon request.

16. SUBRECIPIENT will ensure that the services of this program are provided in a culturally and linguistically sensitive manner.

17. SUBRECIPIENT will ensure that it develops a protocol for outreach to patients who do not attend or return for their appointment. This protocol may include use of the Ryan White Outreach activity within the Philadelphia EMA, and, if utilized, must include the name of the program agreeing to provide service. This protocol will be produced or reviewed and submitted at the request of the Program Analyst within 30 days after the beginning of the contract.

18. SUBRECIPIENT will l ensure that all records including but not limited to appointment logs, client logs, activity logs, client charts, and medical records will be made available for review by the DHH Program Analyst to monitor work performed and reported under this contract. No materials bearing primary client identifiers will be removed from the site by AACODHH

19. SUBRECIPIENT will ensure that a record is maintained concerning the number of persons who applied for dental services, any who were not awarded services, and the reasons for the denial of services.

20. SUBRECIPIENT will make copies available of all current policies and procedures implemented along with all forms used in accessing and providing dental services to the DHH Program Analyst upon request.

21. SUBRECIPIENT will ensure that OSHA, CDC and ADA guidelines are strictly observed.

22. SUBRECIPIENT will ensure that all current and new clients and agencies that provide services to persons with AIDS/HIV in the Philadelphia EMA are aware of eligibility and application procedures.

23. SUBRECIPIENT will ensure that each client is given a Dental Service Reimbursement Form, on agency letterhead, authorizing communication between the agency and the dentist regarding financial need and the arrangement for the reimbursement of dental care.

24. SUBRECIPIENT will ensure that the dental care SUBRECIPIENT complete a comprehensive dental evaluation at the initial visit, which will be updated as needed. This requirement will be included in any Letter of Agreement with a dental care SUBRECIPIENT.

25. SUBRECIPIENT will ensure routine dental services for HIV patients occur every six months. SUBRECIPIENT will ensure routine services under this contract include:

    A. Check-up/routine examinations
    B. Full dentures
    C. Full mouth x-rays
    D. crowns and caps
    E. bite wing x-rays
    F. oral surgery
    G. scaling/root planning
    H. simple filling of cavities

I. amalgam restoration
J. general cleaning
K. resin restorations
L. oral lesion biopsies
M. Extractions
N. Removable dentures

26. SUBRECIPIENT will ensure proper identification and treatment of the most indicative oral manifestations of the HIV/AIDS
    X. Oral Candidiasis, Aphthous Stomatitis and Herpes Simplex with CD4 count of 500 cells/mm or below
    Y. Oral Hairy Leukoplakis and Opportunistic Tumors with CD 4 count below 200

27. SUBRECIPIENT will ensure that, for everyone's needs, coordination will be maintained between appropriate medical services, including the dental program, according to his/her medical condition, and will be noted in the SUBRECIPIENT patient chart.

28. In cases where transportation may be a deterrent to receiving services, SUBRECIPIENT will ensure that appropriate referral and/or coordination of transportation services is provided to the consumer.

29. SUBRECIPIENT will ensure that the following process is utilized in accepting patients and providing treatment:

    A. Intake and screening: The responsible personnel will identify from referral calls those clients requiring, seeking, or eligible for dental services, and will provide to DHH the eligibility criteria for dental care. The criteria will include but not be limited to individuals who are considered indigent based on the S.S.I. criteria and individuals who are unable to afford dental care without undue hardships. Proof of hardship will be provided.

    B. Assessment of patient needs: A comprehensive evaluation to determine the patient's situation and his or her chief complaint will be gathered by the intake coordinator. In many cases this will be determined as a result of a team process with various persons (staff, dentist, physician, case worker, client, significant other, or other agency) contributing data and perceptions that will help formulate a subjective chief complaint. Also, assurance that the client assessment will be waived for current clients and may be postponed for clients who present with emergency dental problems.

C. Clinical Care Plan: The dentist will gather objective evaluation of the patient's chief complaint by performing intra- and extra oral screenings. The dentist will implement a clinical care plan with full participation of the client. One of the treatment goals will be to provide education and information to the client and care giver in order that the individual can make informed choices in his/her plan of care.

D. Implementation of the plan: This step will be the translation of the plan into practice through clinical procedures to be performed by the attending dentist, and the education component by the hygienist and/or dentist.

E. Monitoring: Follow-up visits and/or phone calls will be done based on need and severity of clinical problem, the purpose to monitor clinical progress of chief complaint and satisfaction with service.

F. Reassessment: A phone or follow-up visit reevaluation will be conducted within an established time frame or as needs or circumstances change.

G. Disposition and termination: Agreed-upon criteria for continuing the dentist-patient relationship will be developed. These criteria may include the need for extensive dental care beyond the scope of the intended service of the homebound dental program, the need for continuing palliative dental service after the program, and patient satisfaction with the service.

Vouchers

30. SUBRECIPIENT will ensure that all dental care SUBRECIPIENTs with which an agreement for the Voucher system is made will be licensed to practice dental medicine or surgery in the Commonwealth of Pennsylvania or the State of New Jersey. A photocopy of this license must be on file with the SUBRECIPIENT.

31. SUBRECIPIENT will assure that an operational protocol be developed which allows for the SUBRECIPIENT to issue vouchers to consumers for use with dental care SUBRECIPIENTs who will accept the voucher in exchange for payment from the SUBRECIPIENT, for the assessment, diagnosis and treatment of dental problems being experienced by the presenting patient. The protocol must consider the requirements and limitations established below. This protocol will be developed prior to the implementation of the voucher program, no later than 30 days after the initiation of the program.

32. SUBRECIPIENT agrees to:

A. Develop a voucher system that maximizes the number of dental visits for required services while limiting costs to the degree possible. To this end vouchers will:

i. Be produced to be flexible, with a range from allowing prophylaxis only to allowing for prophylaxis and one, two or more treatments, or just for specific treatment.

ii. Be time limited, and

iii. Nontransferable

B. SUBRECIPIENT and dental care SUBRECIPIENT must develop a communication system which assures a line of two-way contact can be maintained between the dental care provider and the SUBRECIPIENT when necessary.

C. Develop a dental SUBRECIPIENT referral system which will be made of dental offices (dental care providers) that have agreed to honor vouchers provided for this service. SUBRECIPIENT agrees that, with the exception of Ryan White funded SUBRECIPIENTs (which may or may not be accessible), the dental facilities providing these services must be in a geographically accessible location and maintain a schedule which allows maximum access by consumers.

iv. SUBRECIPIENT agrees to contact all Ryan White funded Dental SUBRECIPIENTs to inform them of this RW Care funded service.

v. SUBRECIPIENT and dental care provider must adhere to agree upon voucher system.

vi. Letters of Agreement delineating the responsibilities of both the SUBRECIPIENT and dental care provider must be in place. Both the SUBRECIPIENT's copies of letters to dental service providers, as well as corresponding letters from the dental service providers will be kept on file for review by the DHH Program Analyst upon request.

1) SUBRECIPIENT agrees that in addition to the Ryan White funded dental programs; it will attempt to have three (3) dental care providers with Letters of Agreement to assure consumer freedom of choice.

33. SUBRECIPIENT agrees that costs for which the voucher system will pay must not exceed the average costs for dental services in the geographical area in which services are provided for a similar service and is subject to verification by

DHH. Costs initially established will be reported in the Quarterly Narrative Report, with a quarterly review of costs and review of trends after the first quarter.

34. SUBRECIPIENT will ensure that the dental care provider complete a comprehensive dental evaluation at the initial visit, which will be updated as needed. This requirement will be included in any Letter of Agreement with a dental care provider.

35. SUBRECIPIENT will ensure routine dental services under this contract include:
    - A. Check-up/routine examinations
    - B. Full dentures
    - C. Full mouth x-rays
    - D. Crowns and caps
    - E. Bite wing x-rays
    - F. Oral surgery
    - G. Scaling/root planning
    - H. Simple filling of cavities
    - I. Amalgam restoration
    - J. General cleaning
    - K. Resin restorations
    - L. Oral lesion biopsies
    - M. Extractions
    - N. Removable dentures

36. SUBRECIPIENT will ensure that patients presenting with HIV related gingivitis, periodontitis, acquired anodontia, caries and dento-alveolar abscess, should receive services appropriate for the purpose of eradication of soft/hard tissue pathology in the oral cavity. X. Method:
    - vii. Exodontia of non-restorable teeth
    - viii. Excision of granulomatous tissue
    - ix. Periodontal maintenance
    - x. Restoration of Carious lesions
    - xi. Replace missing teeth with prosthesis to restore masticatory function

37. SUBRECIPIENT will ensure that, for everyone's needs, coordination will be maintained between appropriate medical services, including the dental program, according to his/her medical condition, and will be noted in the provider patient chart.

38. SUBRECIPIENT agrees to establish a protocol for processing redeemed vouchers, which will include, but not be limited to:

Y. Dental programs will submit vouchers to SUBRECIPIENT within fifteen (15) days after voucher is completely expended.

Z. SUBRECIPIENT agrees that the Voucher will be reflected on the next invoice produced after it is submitted to the agency.

AA. In cases where transportation may be a deterrent to receiving services, SUBRECIPIENT must ensure that appropriate referral and/or coordination of transportation services is provided to the consumer.

39. SUBRECIPIENT agrees that eligible consumers with apparent dental need will not be denied dental voucher services.

XIV. Referral for Health Care/Supportive Services

1. SUBRECIPIENT agrees that Referral for Health Care and Support Services directs clients to needed core medical or support services in person or through telephone, written, or other type of communication. This service may include referrals to assist eligible clients to obtain access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, and other state or local health care and supportive services, or health insurance Marketplace plans).

2. SUBRECIPIENT agrees to build and maintain effective relationships with community partners, and, whenever possible, sign a Memorandum of Agreement (MOA) between the implementing agency and community partners to facilitate the referral process.

3. SUBRECIPIENT will ensure Referral for Health Care includes benefits/entitlement counseling and referral to health care services to assist eligible clients to obtain access to other public and private programs for which they may be eligible. These services may include:

    A. **Benefits Counseling**: Services should facilitate a client's access to public/private health and disability benefits and programs. This service category works to maximize public funding by assisting clients in identifying all available health and disability benefits supported by funding streams other than Ryan White/State Services funds. Clients should be educated about public and private benefits and entitlement programs and to provide assistance in accessing and securing these benefits.

    B. **Health Care Services**: Services should assist clients through the health care system and HIV Continuum of Care. Services focus on assisting client's entry into and movement through the Ryan White Care service delivery network.

4. SUBRECIPIENT agrees that staff and volunteers providing Referral for Healthcare/Supportive Services will possess the following: a minimum of a bachelor's degree in social work, psychology, sociology, or other related field knowledge, and experience working with underserved populations, knowledge of and ability to effectively utilize interviewing, assessment and presentation skills and techniques in working with a wide variety of people, knowledge of

community resources available to eligible persons so that appropriate effective referrals can be made, skills and experience necessary to work with a variety of HIV/AIDS service SUBRECIPIENTs, including other referral staff, case managers and interdisciplinary personnel and consumers who are culturally and linguistically diverse, knowledge and skills will be documented in the staff personnel file.

5. SUBRECIPIENT agrees all staff must be supervised by a degreed or licensed individual in the fields of health, social services, mental health or possess equivalent experience. Supervision must take place on a bi-weekly basis and be documented (log, CAREWare, EMR). Supervisors must review a 10 percent (10%) sample of each staff member's client records each month for completeness, compliance with these standards, and quality and timeliness of service delivery.

6. SUBRECIPIENT will develop crisis intervention and ensure that services are culturally sensitive and competent, developmentally appropriate, linguistically specific, and sensitivity to sexual and other identity issues.

XV. PSYCHOSOCIAL SUPPORT SERVICES

1. SUBRECIPIENT will ensure that it employs staff with the appropriate educational background and credentialing. Compliance will be maintained to meet all standards regarding:

    A. Staffing Credentialing Files:

        i. SUBRECIPIENTS will maintain credentialing files for all part-time or full-time care (including consultants) and supervisory staff.

        ii. This will include all licensed and non-licensed staff providing support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and bereavement counseling, including nutrition counseling by a non-registered dietician (excluding the provision of nutritional supplements).

    B. Documentation Requirements:

        i. SUBRECIPIENTS will maintain a standardized format order/chronology of standard consumer information forms.

        ii. A completed intake sheet/assessment will include at a minimum: Client name; address and phone number; mode of transmission and other demographic information as required by CAREWare.

            1) A determination if psychosocial support services are appropriate
            2) A consumer rights form, and consent for psychosocial support services signed by the consumer during the first face-to-face contact.

    C. Clinical Supervision Staff Orientation:

        i. All SUBRECIPIENTs will adhere to the Pennsylvania State guidelines, as well as discipline specific regulations, to provide supervision to all clinical staff

        ii. SUBRECIPIENT agrees all staff providing services per the contract who do not meet the above qualifications will be supervised by a licensed professional who does meet the qualifications.

Information documenting the above qualifications will be available to the program analyst upon request.

iii. SUBRECIPIENT agrees Behavioral Health Consultants providing services per the contract who do not meet the above qualifications will be supervised by a licensed professional who does meet the qualifications. Information documenting the above qualifications will be available to the program analyst upon request.

iv. SUBRECIPIENT agrees that clinical and/or administrative supervision will take place at a minimum bi-weekly.

2. SUBRECIPIENT will ensure that funds appropriated by the recipient are utilized as a payer of last resort for provision of services.

3. SUBRECIPIENT will ensure that it maintains a log of all referrals of clients for medical case management, mental health, and other relevant services. DHH reserves the right to review this information on request. This information will also be reflected in the client's progress notes as appropriate.

4. SUBRECIPIENT will ensure that progress notes will be regularly documented in the client's chart in the Data Assessment/Plan (DAP) Format, or a system which includes the counselor's

   A. Relevant observations of the interaction,
   B. An analysis/evaluation of the interaction, and
   C. The plan of action resulting from the interaction,

5. SUBRECIPIENT will ensure consumers receiving psychosocial support services are moved to inactive status when the client chooses not to participate in services for a period of ninety (90) days, when a client is non-compliant, or their behavior is contrary to the philosophy of the agency. The agency may keep a case open beyond the ninety (90) day period if it is the policy of the agency to do so. This policy will be submitted to DHH in writing within sixty (60) days of the initiation of this contract, to be kept on file at AACODHH

6. SUBRECIPIENT will make a reasonable, documented attempt to assure that an evaluation between the counselor and client occurs in a face-to-face interview, either when the case becomes inactive or at the closing of the case. The counselor must determine with the client, whether the agreed upon treatment plans were effective. If a face-to-face interview is not possible, then a phone interview will be conducted. If no contact can be made, this fact will be documented in the client chart.

XVI. SUBSTANCE ABUSE TREATMENT SERVICES AND OUTPATIENT CARE

1. SUBRECIPIENT will ensure that it is currently licensed by the Commonwealth of Pennsylvania to provide substance abuse treatment services, and fully complies with the Commonwealth of Pennsylvania Department of Health, Office of Addiction Services (OAS) and the Community Behavioral Health (CBH) agency in Philadelphia.

2. SUBRECIPIENT will ensure that it employs staff with appropriate educational background and substance abuse counseling training as determined by DHH and, including at a minimum a CAC (Certified Addictions Counselor), who will provide related substance abuse counseling under this contract. Consistent with state staffing regulations, SUBRECIPIENT will assure that staff is provided with ongoing in-service trainings in the field of Substance Abuse treatment.

3. SUBRECIPIENT will ensure that Substance Abuse Outpatient Care is the provision of outpatient services for the treatment of drug or alcohol use disorders. Services include:

    A. Screening
    B. Assessment
    C. Diagnosis, and/or
    D. Treatment of substance use disorder, including:

        i. Pretreatment/recovery readiness programs
        ii. Harm reduction
        iii. Behavioral health counseling associated with substance use disorder
        iv. Outpatient drug-free treatment and counseling
        v. Medication assisted therapy
        vi. Neuro-psychiatric pharmaceuticals
        vii. Relapse

4. SUBRECIPIENT will ensure that it reports in one of the following service units in CareWare (as applicable):

    A. Outpatient services – 15-minute increments – The number of 15-minute increments of outpatient substance abuse services provided at your facility.
    B. Outpatient services – visits – The number of visits provided to Persons Living with HIV on an outpatient basis at your licensed drug rehabilitation facility. A visit can be any time duration

C. Residential services – days – The number of days that the agency provided drug and alcohol treatment in a residential, non-hospital setting for Persons Living with HIV.

Confidentiality/Consent

5. SUBRECIPIENT will ensure that a written consent form to provide service is signed by the client, dated, and witnessed during the first face-to-face contact.

6. SUBRECIPIENT will ensure that for each client receiving services, a record is maintained as to the client's demographics and mode of HIV transmission. This information will be provided to DHH upon request.

Intake and Assessment

7. SUBRECIPIENT will ensure that an initial intake is completed for each client immediately after a referral for substance abuse counseling has been made. This intake will be no later than seventy-two (72) hours after the referral has been made. An exception will be in cases where the client is being referred by an inpatient facility. When this occurs, a client will be scheduled for admission to the program within one business day after his/her discharge from the inpatient facility
8. SUBRECIPIENT will ensure that an intake document is utilized for the initial intake of each client. The intake information will include, but not be limited to:

   A. Basic demographic information on the patient;
   B. Referral source and reason for referral;
   C. A clear statement of the client's needs and/or presenting problem(s);
   D. A determination as to whether the client meets the criteria established by the agency and is acceptable for substance abuse counseling. If the client does not meet the criteria, the counselor will refer the client to the appropriate source and document referral efforts.
   E. Family and community resources, indicating name, relationship to client and means of contract person;
   F. Financial information and information about medical coverage, if any;
   G. G. Housing and current living situation, as well as any special needs;
   H. H. Counselor's assessment.

9. SUBRECIPIENT will ensure that, if during the initial intake it is determined that a life threatening crisis is being experienced by the consumer, intake will be suspended and immediate action taken to address the crisis. This determination as to whether to suspend intake and take immediate action must be based on established, written agency protocol. The written protocol for responding to crisis situations must be easily accessible to personnel. If it does not already exist, or if

upon examination the protocol does not meet requirements, the agency must produce the protocol no later than ninety (90) days from the start of the contract period. This protocol must include clear guidelines for determining those crises which need immediate attention and those which are urgent but do not need attention now the SUBRECIPIENT learns about the crisis.

10. SUBRECIPIENT will ensure upon intake that it indicates for each client whether reimbursement will be expected through private insurance, medical assistance (including Targeted Medical Case Management), Ryan White (Part A, Part B, Minority AIDS Initiative (MAI) or General Care) funding, or any combination of these. SUBRECIPIENT will assure that all applicable regulations are taken into account in this determination.

Pre-Intake and Waiting List

11. SUBRECIPIENT will ensure that it contacts the DHH Program Analyst if the agency desires to establish a waiting list. Without exception the determination to establish a waiting list will be made collaboratively between the DHH Program Analyst and the Program. SUBRECIPIENT agrees that if the agency and Program Analyst cannot agree, that the situation will be reviewed first by a Public Health Program Analysis Supervisor, and then by the DHH Program Manager.

12. SUBRECIPIENT agrees that if a waiting list is to be established, that at the outset of the waiting list a plan will be put in place which includes the following:

    A. A narrative assessment of why a waiting list is necessary,
    B. Criteria to be met for the waiting list to be dissolved, and
    C. Projected length of time that the waiting list will be in place.

13. SUBRECIPIENT will assure that when an applicant is placed on a waiting list it must be only with the explicit determination on the client's part that they do not want to enter any other substance abuse treatment program available. Written documentation of the applicant's waiting status and agreement to the above must become a part of the intake file.

14. SUBRECIPIENT agrees to make a full attempt to provide necessary services to the client prior to placing the client on a waiting list to avoid a crisis situation.

15. SUBRECIPIENT assures that once placed on the waiting list each applicant will be given an opportunity for treatment on a first come, first served basis. If an applicant refuses treatment when contacted, s/he will be dropped from the waiting list.

16. SUBRECIPIENT agrees that the status of a waiting list will be reviewed in the Quarterly Narrative Report for each quarter it exists including the quarter in which it is resolved, in which case the circumstances leading to this resolution will be reviewed.

Recordkeeping

17. SUBRECIPIENT will ensure that it maintains a log of all referrals of clients for case management, mental health, and other relevant services. DHH reserves the right to review this information on request. This information should also be reflected in the client's progress notes as appropriate.

18. SUBRECIPIENT will ensure that it obtains the most up to date and relevant medical information possible from each client's physician to ensure continuity of care. This information will be incorporated into the clients' psychosocial evaluation and treatment plan. Where possible, client's physician should also sign off on treatment plans.

19. SUBRECIPIENT will ensure that progress notes will be regularly documented in the client's chart. SUBRECIPIENT will use **the Data/Assessment/Plan (DAP) Format,** or a system which includes the counselor's:

    A. Relevant observations of the interaction**,**
    B. An analysis/evaluation of the interaction, and
    C. The plan of action resulting from the interaction should be utilized for progress notes.

20. SUBRECIPIENT will ensure that all client files are kept in a safe environment for confidentiality purposes. Files should be maintained in a locked and if possible fireproof file cabinet.

21. SUBRECIPIENT agrees to make client files available for review by the DHH Program Analyst upon request.

Treatment Plans

22. SUBRECIPIENT will ensure that a treatment agreement, which includes the initial plan of action, is incorporated into a client/agency information sheet or record and is dated and signed by the client and counselor. The record will include the agency's definition of substance abuse counseling/ treatment, general expectations of agency/counselor and client, grievance procedures, consequences of non-compliance with the plan, relevant re-entry requirements, and assurance of privacy and confidentiality.

23. SUBRECIPIENT will ensure that a comprehensive treatment care plan is completed for each client within **sixty (60) days** of admission to the program. This plan will include issues, goals, and objectives presented by the client as well as those identified in the individual's psycho-social history and evaluation, and will be prioritized generally from the most important to the least. The comprehensive care plan will be revised as clients meet goals, and as new goals arise and are identified.

24. SUBRECIPIENT will ensure that the comprehensive treatment care plan includes but not be limited to:

    A. The service care goals and objectives for the period (which will include but not be limited to the most important ones identified on the priority list);
    B. Action steps in connection with each service care goal, including time frames connected with each goal, and
    C. A good faith attempt to obtain the signature of the client and/or designated representative on the service care plan (which acknowledges the client's agreement with the treatment plan). **This plan will be updated every ninety (90) day**s, or more often as required by progress.

25. SUBRECIPIENT will ensure that each treatment plan is reviewed, accepted, and signed by a staff psychiatrist on a quarterly basis.

26. In the event that the client is hospitalized, SUBRECIPIENT will ensure that, should the information be relevant to medical treatment, a copy of the client's psychosocial evaluation, care plan and a summary of the client's current social and medical status is provided to the hospital-based HIV Coordinator, if requested.

Discharge/Non-compliance

27. SUBRECIPIENT will ensure that it moves a case to inactive status when the client chooses not to participate in counseling services for a period of thirty (30) days, when a client is non-compliant, or their behavior is contrary to the philosophy of the agency. The agency may keep a case open beyond the thirty (30) day period if it is the policy of the agency to do so. This policy will be submitted to DHH in writing within sixty (60) days of the initiation of this contract, to be kept on file at DHH

28. SUBRECIPIENT will make a reasonable, documented attempt to assure that an evaluation between the counselor and client occurs in a face-to-face interview, either when the case becomes inactive or at the closing of the case. The counselor must determine with the client whether the agreed upon treatment

plans were effective. If a face-to-face interview is not possible, then a phone interview will be conducted. If no contact can be made, this fact will be documented in the client chart.

29. SUBRECIPIENT will ensure that a client will be made aware of their case status change through correspondence or other written documentation.

30. SUBRECIPIENT will ensure that in a case where a client cannot be informed of his/her status change, that appropriate documentation regarding this fact will be placed in the client record including the discharge summary.

31. SUBRECIPIENT will ensure that an aftercare plan is developed within the final two weeks of the client's outpatient substance abuse treatment program. This should be noted on the client's care plan.

32. SUBRECIPIENT will ensure that a discharge summary is completed within one (1) week of the client's discharge from the outpatient substance abuse facility.

SUBSTANCE ABUSE SERVICES (Residential)

1. SUBRECIPIENT will ensure that Substance Abuse (residential) is permitted when the client has received a written referral from the clinical provider as part of a substance use disorder treatment program funded under the RWHAP.

2. SUBRECIPIENT agrees that Substance Abuse Services (residential) is the provision of services for the treatment of drug or alcohol use disorders in a residential setting to include screening, assessment, diagnosis, and treatment of substance use disorder. This service includes:

    A. Pretreatment/recovery readiness programs
    B. Harm reduction
    C. Behavioral health counseling associated with substance use disorder
    D. Medication Assisted Therapy
    E. Neuro-psychiatric pharmaceuticals
    F. Relapse prevention
    G. Detoxification, if offered in a separate licensed residential setting (including a separately-licensed detoxification facility within the walls of an inpatient medical or psychiatric hospital)

3. SUBRECIPIENT will ensure that RWHAP funds may not be used for inpatient detoxification in a hospital setting.

Section C.

Quality Management and Reporting Requirements

Quality Management and Reporting Requirements

SUBRECIPIENTS are required to submit program data reporting and quality management outcomes reporting. The DHH Reporting Calendar is typically distributed by the DHH Information Services Unit annually and updated as needed. For further information and assistance with reporting and quality management please contact the DHH Information Services Unit Helpline: 215-685-5661 or by email at aacoisu@phila.gov.

Program Data Reporting

SUBRECIPIENTs must collect and report client-level data using RW CAREWare.

Ryan White Services Report is required for each RW Part A and Part B funded SUBRECIPIENT every year. SUBRECIPIENTs must complete the report online using the HRSA Electronic Handbook or RW Data Report Web for Outpatient/Ambulatory Medical Care and Medical Case Management SUBRECIPIENTs. SUBRECIPIENTs must upload a client level data file as specified for the RSR as part of this requirement.

Quality Management and Outcome Reporting

Through this funding the City seeks to improve the health of people living with HIV disease by supporting a comprehensive continuum of high quality, community-based care for low-income individuals and families with HIV disease. A comprehensive continuum of care includes outpatient/ambulatory medical care for the treatment of HIV infection that is consistent with Public Health Service guidelines. Such care must include access to anti-retroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections as well as combination antiretroviral therapies. Comprehensive HIV/AIDS care also must include access to substance-abuse treatment, mental-health treatment, oral health, and home health or hospice services. In addition, this continuum of care should include supportive services that enable individuals to access and remain in primary medical care as well as other health or supportive services that promote health and enhance quality of life.

Outcome measures are designed to monitor the impact of the services on the well-being of the client. The outcome measures for RW CARE Act funded programs include but are not limited to:

- **Outpatient/Ambulatory Health Services Performance Measures**
- **Medical Case Management Performance Measures**
- **PART A and MAI Performance Measures**
- **PART B Performance Measures**
- **Outcome Measures for All Other Services**

  These are the measures for all other services. Please note that most of these measures can be extracted from Provider Data Exports (PDE). DHH ISU will contact providers for measures not captured by the PDE.

Section D: Policy Clarification Notices and Resources

Policy Clarification Notices

PCN 13-02

HRSA HIV AIDS Bureau National Monitoring Standards and Policy Clarification Notice (PCN) #1302, has mandated that all Ryan White HIV/AIDS Program (RWHAP) SUBRECIPIENTs screen and reassess all clients for certification (every six months) as eligible beneficiaries. (These policy documents may be found at https://hab.hrsa.gov/program-grants-management/policy-notices-andhttps://hab.hrsa.gov/program-grants-management/policy-notices-and-program-lettersprogram-letters).

The requirement has been that documentation of eligibility be maintained in client records, with copies of documents (e.g., proof of HIV status, identity, proof of residence, proof of income eligibility, and proof of insurance, uninsured or underinsured). Medical Case Management (MCM) and Outpatient Ambulatory Health Services (OAHS) are primarily responsible for certification; however, a client may be certified at any point of entry to the Ryan White care system. All persons certified are provided a certification card which they present when accessing Ryan White services and are copied and kept on file.

To ensure consistent compliance with Policy Clarification Notice #13-02, it is required that SUBRECIPIENTs verify, collect and maintain, all eligibility determination documentation from the initial screening and all subsequent recertification documentation until services are terminated or discontinued. SUBRECIPIENTs are to have these documents readily available for review in either scanned or hard copy.

PCN 16-02

This policy clarification notice replaces the Health Resources and Services Administration (HRSA) PCN 10-02: Eligible Individuals & Allowable Uses for funds for Discretely Defined Categories of Services regarding eligible individuals and the description of allowable service categories for Ryan White HIV/AIDS Program and program guidance for implementation. This policy document may be found at https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters.

Resources

The Office of HIV Planning On-line Integrated Resource Directory:

https://www.hivphilly.org/

The Health Resources and Services Administration HIV/AIDS Bureau web address:

http://hab.hrsa.gov/.