

# **Pennsylvania Program Service** **Standards for** **Ryan White Part B Eligible Services**

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## I. CHILD CARE SERVICES

Intermittent child care services for the children living in the household of HIV-infected clients for the purpose of enabling clients to attend medical visits, related appointments, and/or RWHAP-related meetings, groups, or training sessions.

Allowable use of funds includes:

1. A licensed or registered child care provider to deliver intermittent care
2. Informal child care provided by a neighbor, family member, or other person (with the understanding that existing federal restrictions prohibit giving cash to clients or primary caregivers to pay for these services)
3. Subrecipient shall ensure proper documentation is maintained including:
  - a. Date and duration of each unit of child care service provided
  - b. Determination of client eligibility
  - c. Reason why child care was needed e.g., client medical or other appointment or participation in a Ryan White – related meeting, group, or training session
  - d. Any recreational and social activities including documentation that they were provided only within a certified or licensed provider setting.
4. Where informal child care arrangements are obtained, subrecipient must ensure:
  - a. Documentation of compliance with grantee-required mechanism for handling payments for informal child care arrangements
  - b. Appropriate liability release forms are obtained that protect the client, provider and the Ryan White program
  - c. Documentation that no cash payments are being made to clients or primary care givers
  - d. Documentation that payment is for actual costs of service.

## II. EARLY INTERVENTION SERVICES (EIS)

The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. RW Part B eligible recipients should be aware of programmatic expectations that stipulate the allocation of funds into specific service categories.

Prior written approval by the PA DOH is required for funding this category. Any request for funding this category of service must be submitted in writing to the Division of HIV. The request must detail how the provider will meet all 4 required components of this category.

RWHAP Part B EIS services must include the following **four components**:

1. **Targeted HIV testing** to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV-infected.

- a. Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts.
  - b. HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources.
2. **Referral services** to improve HIV care and treatment services at key points of entry
  - a. Subrecipients must establish memoranda of understanding (MOU) with key points of entry into care to facilitate access to care for those who test positive.
3. **Access and linkage to HIV care and treatment services** such as: HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care.
4. **Outreach Services and Health Education/Risk Reduction** related to HIV diagnosis.

### III. EMERGENCY FINANCIAL ASSISTANCE

1. SUBRECIPIENT agrees that Emergency Financial Assistance provides limited one-time or short-term payments to assist the RW eligible 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, utility company or through a voucher program.
2. SUBRECIPIENT shall ensure that funds are available to people with HIV/AIDS who present an emergency need, which has resulted from an unexpected occurrence or set of circumstances demanding immediate course of action. It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of funds for these purposes will be as the payer of last resort, and for limited amounts, uses, and periods of time. Continuous provision of an allowable service to a client should not be funded through emergency financial assistance.
3. SUBRECIPIENT shall ensure that proper documentation of emergency situations is presented. This documentation shall be in the form of shut off notices for essential utilities (gas, electric, heating fuel, water), or a letter of eviction from a landlord.

4. SUBRECIPIENT shall 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. They shall 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 shall include:
  - a. Current photo ID
  - b. Current copy of Ryan White services eligibility certification
  - c. Certification of Emergent Necessity and Financial Counseling Forms.
5. SUBRECIPIENT shall ensure these funds are available when the client possesses insufficient or no resources; these are to be the funds of last resort.
6. SUBRECIPIENT shall ensure emergency financial assistance funds 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 provide approved services for:
  - a. Essential utilities such as gas, electric, water and heating oil.
  - b. Temporary emergency housing;
  - c. First and/or last month's rent;
  - d. Pharmaceutical assistance when Special Pharmaceutical Assistance Program is unable to help fill an emergency script.
7. SUBRECIPIENT shall ensure that funds are not used to supplement the Commonwealth's Supplemental Nutrition Assistance Program (SNAP). Funds may be used as a one-time purchase if the client cannot obtain nutritional supplements which are prescribed by a physician or a registered certified dietitian outside of an ambulatory or medical visit.
8. SUBRECIPIENT shall ensure the referring intake site provides for the financial counseling to each client requesting emergency funds and explores all available resources prior to using these 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.
9. SUBRECIPIENT shall 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.
10. SUBRECIPIENT shall ensure a statement of need based upon income and expenses, and provide documentation of income and expenses to support the request for assistance.
11. SUBRECIPIENT shall ensure a comprehensive database is maintained on all EFA awards. The database shall contain: nature of the request, amount of funds used, demographic data, and decisions made relative to an application.

## **IV. FOOD BANK/ HOME DELIVERED MEALS**

1. SUBRECIPIENT agrees 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, personal water filtration/purification systems in communities where issues of water safety exist. Unallowable costs include household appliances, pet foods, and other non-essential products.
2. SUBRECIPIENT shall assure and agree to produce meals and/or food packages which include high quality foods appropriate for individuals with HIV infection which are culturally appropriate, nutritionally balanced, and which are appealing to those receiving the service.
3. SUBRECIPIENT shall ensure that all meals and food packages shall meet food safety standards as set forth by the Commonwealth and local regulations.
4. SUBRECIPIENT shall ensure that staff and volunteers are provided appropriate orientation and training in safe food handling, food preparation, serving, packaging, delivery, and storage.
5. SUBRECIPIENT shall ensure that these food-related programs are publicized throughout the region, to ensure case managers, other SUBRECIPIENTs of HIV - related services and the community is aware of the program and criteria for access.

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**

6. 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.
7. SUBRECIPIENT assures that if food is purchased in bulk and delivered to consumers in individual packages that the individuals handling the foodstuffs shall especially be subject to the service provisions regarding orientation and continuing education requirements for food handlers.

## **DELIVERED MEALS**

8. SUBRECIPIENT shall recruit volunteers who will act as drivers, food handlers and delivery persons to support this program.
9. SUBRECIPIENT shall ensure documentation of demographics in CAREWare and client file (i.e., EMR, paper chart, etc.) is used to identify consumers served on a daily basis by race, gender, age and geographic location. This reporting mechanism shall be reviewed with the regional grantee upon request.
10. SUBRECIPIENT shall, with appropriate documentation, ensure there will be contact with the referring agency when services are initiated and discontinued.

## **CONGREGATE MEALS**

11. SUBRECIPIENT shall report the following unit of service as: Congregate Meals – The number of meals provided to 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), in a group setting. Each HIV positive individual in attendance may have one guest if desired.
12. SUBRECIPIENT shall ensure that it provides balanced, nutritious, and culturally and community appropriate congregate meals to the consumers that it serves.
13. SUBRECIPIENT shall submit the schedule for congregate meals served under this contract upon request. SUBRECIPIENT agrees to include in this schedule the physical sites; days and times that congregate meals shall take place during the contract period ensure that there is a “Log/Sign-In” sheet at each of the congregate dinners.

## **V. HEALTH EDUCATION/ RISK REDUCTION**

1. SUBRECIPIENT agrees that Health Education/Risk Reduction is the provision of education to clients 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 reduction of risk during pregnancy and transmission risks with breastfeeding when appropriate.
  - c. Education on health care coverage options (e.g., qualified health plans through the Marketplace, Medicaid coverage).
  - d. Health literacy

- e. Treatment adherence education
2. SUBRECIPIENT agrees that Health Education/Risk Reduction services cannot be delivered anonymously.
  3. SUBRECIPIENT shall ensure that it employs staff with appropriate educational background, and training compliance shall be maintained to meet all standards regarding:
    - a. Staff Credentialing Files:
      - i. SUBRECIPIENT will maintain training files for all part-time or full-time care (including consultants) and supervisory staff.
      - ii. SUBRECIPIENT shall ensure that all staff have completed training in HIV-related care, appropriate to their level of care interaction.
    - b. Documentation Requirements:
      - i. A completed intake shall include at a minimum: Client name; address and phone number; mode of transmission and other demographic information as required by CAREWare or the provider's Electronic Medical Record. The provider must ensure that this documentation is kept in a system that allows review upon request.
      - ii. A consumer rights form, and consent for services signed by the consumer during the first face-to-face contact.
  4. SUBRECIPIENT shall 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 90 days. The agency may keep a case open beyond the 90 day period if it is the policy of the agency to do so.
  5. The selection of an appropriate Effective Behavioral Interventions shall be made. It must be listed in the CDC's Compendium of Effective Behavioral Interventions, and be among those supported by the Pennsylvania Department of Health.

## **VI. Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals**

Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program. To use funds for health insurance premium and cost-sharing assistance, a subrecipient must implement a methodology that incorporates the following requirements:

1. Subrecipients must ensure that clients are buying health coverage that, at a minimum, includes at least one drug in each class of core antiretroviral therapeutics from the Department of Health and Human Services (HHS) treatment guidelines along with appropriate HIV outpatient/ambulatory health services; and,
2. Subrecipients must assess and compare the aggregate cost of paying for the health coverage option versus paying for the aggregate full cost for medications and other appropriate HIV outpatient/ambulatory health services, to ensure that purchasing health insurance is cost effective in the aggregate, and allocate funding to Health Insurance Premium and Cost Sharing Assistance only when determined to be cost effective.
3. The service provision consists of any or all of the following:
  - a. Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services and pharmacy benefits that provide a full range of HIV medications for eligible clients; and/or
  - b. Paying for standalone dental insurance premiums to provide comprehensive oral health care services for eligible clients; and/or
  - c. Paying cost-sharing on behalf of the client.
4. To use funds for standalone dental insurance premium assistance, a subrecipient must implement a methodology that incorporates the following requirement:

Recipients must assess and compare the aggregate cost of paying for the standalone dental insurance option versus paying for the full cost of HIV oral health care services to ensure that purchasing standalone dental insurance is cost effective in the aggregate, and allocating funding to Health Insurance Premium and Cost Sharing Assistance only when determined to be cost effective.

## **VII. Home and Community-Based Health Services**

Home and Community-Based Health Services are provided to a client living with HIV in an integrated setting appropriate to a client's needs, based on a written plan of care established by a medical care team under the direction of a licensed clinical provider.

1. SUBRECIPIENT shall ensure the client is:
  - a. Determined to be RW eligible, and;
  - b. Is determined in need of services by a physician or licensed clinical care provider.
2. SUBRECIPIENT will ensure that all clients have a case manager at the time they are accepted for service.
3. SUBRECIPIENT will ensure all services are provided by licensed care providers.



4. Services may include;
  - a. Appropriate mental health, developmental, and rehabilitation services;
  - b. Day treatment or other partial hospitalization services;
  - c. Durable medical equipment; or
  - d. Home health aide services and personal care services in the home.
5. Inpatient hospitals, nursing homes, and other long-term care facilities are not considered an integrated setting for the purposes of providing home and community-based health services.
6. SUBRECIPIENT shall ensure services funded are of payer of last resort.

## **VIII. HOME HEALTH CARE**

Home Health Care is the provision of services in the home that are appropriate to a client's needs and are performed by licensed providers and professionals. Services must be directly related to the client's HIV Disease.

1. SUBRECIPIENT shall 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 agency, and other SUBRECIPIENTS involved, during their admission to the program.
2. 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.
3. SUBRECIPIENT agrees to obtain demographic and personal information adequate to accept the referral. This information shall be documented in the client chart
4. 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 must be completed prior to funding this category of service and be available for review by the regional grantee upon request.
5. 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

6. SUBRECIPIENT shall assure that reassessments occur on a regular basis in order to guarantee client eligibility for the program. The agency shall develop a protocol, which provides for this reassessment on a consistent and equitable basis. This protocol shall be completed prior to funding this service and made available for review by the regional grantee upon request.
7. SUBRECIPIENT will ensure that all clients have a case manager at the time they are accepted for service.
8. SUBRECIPIENT shall ensure that a nursing plan is developed for each client accepted into this program. The plan will indicate whether the home health aide or nurse will provide services or specialized care and shall include the goals and activities involved, including dates as appropriate. This shall be documented in the client chart.
9. SUBRECIPIENT shall assure that a client chart or file shall 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 releases of information, nursing and home health aide notes, other discipline notes, as well as documentation of doctor's orders, and discharge summaries.
10. SUBRECIPIENT further ensures that all staff 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. Each individual must have at least basic certification in Cardio-Pulmonary Resuscitation (CPR);
  - d. Administration of prescribed therapeutics (e.g. intravenous and aerosolized treatment, and parental feeding);
  - e. Preventive and specialty care;
  - f. Wound care; and
  - g. Routine diagnostics testing administered in the home.
11. SUBRECIPIENT shall 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 Pennsylvania requirements.
12. SUBRECIPIENT shall 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.

13. SUBRECIPIENT agrees that paraprofessional staff shall complete daily logs, or comparable documentation.
14. SUBRECIPIENT agrees that paraprofessional staff, under the direction of their direct supervisor, shall 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.
15. SUBRECIPIENT agrees that both paid and volunteer staff providing services with this program shall be provided supervision on a regular and ongoing basis in order 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.
16. SUBRECIPIENT agrees to produce a policy to verify staff attendance and time spent in regards 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
17. 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; or
  - c. inappropriate behavior of the client toward program staff.
18. SUBRECIPIENT shall 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.

## **IX. Hospice Services**

1. Hospice Services are end-of-life care services provided to clients in the terminal stage, of an HIV-related illness. Allowable services are:
  - a. Mental health counseling
  - b. Nursing care
  - c. Palliative therapeutics
  - d. Physician services
  - e. Room and board

2. SUBRECIPIENT shall assure that services are provided in a home or other residential setting, including a non-acute care section of a hospital that has been designated and staffed to provide hospice services. This service category does not extend to skilled nursing facilities or nursing homes.
3. SUBRECIPIENT must assure that a physician certify that a patient is terminally ill and has a defined life expectancy of six months or less.
4. Counseling services provided in the context of hospice care must be consistent with the definition of mental health counseling.
5. Palliative therapies must be consistent with those covered under Pennsylvania's Medicaid programs.

## **X. HOUSING SERVICES**

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 and treatment. Housing related referral services include assessment, search, placement, advocacy, and fees associated with these services. Housing services can include housing that provides some type of medical or supportive services (such as residential substance use disorder services or mental health services, residential foster care, or assisted living residential services).

1. SUBRECIPIENT must document the amount of time spent assisting each client and the assistance provided.
2. SUBRECIPIENT shall ensure that it determines eligibility requirements for low-income clients without permanent housing, who are requesting placement and are prepared for independent living.
3. SUBRECIPIENT shall 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. HIV status
  - c. A clear statement of the client's needs and/ or presenting problem
  - d. An individualized written housing plan consistent with RWHAP Housing Policy 16-02.
  - e. A determination as to whether the client meets the criteria established by the agency and is acceptable for services.

4. SUBRECIPIENT agrees that transitional, short-term, or emergency housing provides temporary assistance necessary to prevent homelessness. Services include the development of an individualized housing plan, updated annually, to guide the client's linkage to permanent housing. SUBRECIPIENTS must provide a copy of the individualized written housing plan upon request.
5. Eligible housing services can include housing that provides 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).
6. SUBRECIPIENT shall document the necessity of these housing services for the purpose of the client or family to gain access to or maintain HIV-related outpatient/ambulatory health services and treatment.
7. 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.
8. SUBRECIPIENT agrees that transitional, short-term, or emergency housing provides temporary assistance necessary to prevent homelessness, and the duration of this assistance does not exceed 24 months. The U.S. Department of Housing and Urban Development (HUD) defines transitional housing as up to 24 months and HRSA/HAB recommends using HUD's definition as their standard.
9. SUBRECIPIENT agrees that Housing services cannot be in the form of direct cash payments to clients and cannot be used for security deposits or mortgage payments. Housing services, as described here, replaces the guidance provided in PCN 11-01.
10. SUBRECIPIENT shall 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.
11. SUBRECIPIENT shall ensure that each client receiving (housing) support services has progress notes completed and must be placed in each client's file.

## **XI. LINGUISTIC SERVICES (Translation and Interpretation)**

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.

1. SUBRECIPIENT shall ensure that all interpreters employed must adhere to the Code of Ethics as determined by the Registry of Interpreters for the Deaf. Furthermore, services provided must comply with the National Standards for Culturally and Linguistically Appropriate Services (CLAS).
2. SUBRECIPIENT shall ensure that linguistic services are provided to clients on an as-needed basis for either deaf and hard-of-hearing clients or those with Limited English Proficiency, so that individuals shall be able to access HIV services including but not limited to medical appointments, Medical Case Management, Linkage to Care, and other HIV health-related services as necessary. Individuals involved in HIV planning activities are also eligible for services.
3. SUBRECIPIENT shall 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. Name and address of person providing the service;
  - c. Amount of time required and dollar amount charged.
4. SUBRECIPIENT will ensure that translators and interpreters possess a combination of training and experience that enables them to provide quality services.
5. SUBRECIPIENT will ensure that written translations are accurate and culturally appropriate.
6. SUBRECIPIENT will develop and follow written protocol for processing requests for services, and for the delivery and monitoring of these services.
7. 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).
8. SUBRECIPIENT shall, at a minimum, 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).

## **XII. MEDICAL CASE MANAGEMENT (Including Treatment Adherence Services)**

Medical Case Management services is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. The coordination and follow-up of medical treatments is a component of medical case management.

These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, 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.

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. Client-specific advocacy and/or review of utilization of services.

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

1. SUBRECIPIENT shall 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 service.
2. SUBRECIPIENT shall ensure that for any client presenting for medical case management services, either face-to-face or by phone, the medical case manager will respond to the client within one week of the request.
3. SUBRECIPIENT agrees that all clients will be provided an appointment to begin certification for Ryan White Eligible services within 30 days after initial contact with the client, as evidenced by the completion of the PA DOH Ryan White Certification Form. In addition:
  - a. SUBRECIPIENT will abide by the Ryan White Certification Parameters:
    - i. Complete verification of eligibility is to be completed annually. HIV status must be verified once per lifetime.
    - ii. Verification that a person has had a viral load, CD4 count, or is receiving antiretroviral therapy must occur once a year.
    - iii. If a person is not certified or is unable to acquire certification, they cannot continue to receive Ryan White eligible services.
    - iv. The process of certification should not be a barrier to providing care for an individual in need of services.

- v. Services should be offered 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. Clients with current documentation on file may be recertified without being physically present. All clients are to be reassessed and recertified every six months based on the date of their initial certification or recertification. This can be a client self-attestation that nothing has changed from the previous complete annual assessment.
  - iii. For clients without current documentation on file, certification will take place at the client's next MCM encounter.
  - iv. Certification should be completed within 30 days from the time of intake/reassessment. A client may not continue to receive Ryan White eligible services if they have not satisfied all certification requirements.
  - v. Once the client is deemed eligible, the SUBRECIPIENT may count the service units provided to that client as "Ryan White eligible service units" from the moment of intake but no more than 30 days prior to completing certification.
    - 1) 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 eligible funds.
    - 2) The agency completing the certification must maintain all certification documents.
    - 3) If the SUBRECIPIENT is unable to provide a needed Ryan White eligible service, they must document making appropriate referrals to other SUBRECIPIENTs who may provide the appropriate services.
4. SUBRECIPIENT agrees that efforts to contact a client will continue for eight weeks after receiving an initial referral, at which time case shall be terminated and SUBRECIPIENT will develop written protocols to be followed related to attempts to contact clients and termination procedures.



5. SUBRECIPIENT shall obtain, at least every six months, documentation from every client's HIV medical provider with prescribing privileges (e.g., doctor of osteopathic medicine, medical doctor, nurse practitioner and/or physician's assistant) 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 months. The documentation must be kept in the client's file.
6. SUBRECIPIENT shall incorporate the information received every six months from the client's HIV medical provider (HIV medical visits, CD4 counts, viral loads, and HIV antiretroviral medications prescribed) 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.
7. 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 30 days after the beginning of the contract agreement year.
8. SUBRECIPIENT shall ensure that the Agreement for Medical Case Management includes:
  - a. the client's decision to receive medical case management at the agency;
  - b. the definition of medical case management;
  - c. the right to change or discontinue services;
  - d. consequences of non-compliance with the medical case manager or agency, and;
  - e. relevant re-entry requirements.

If these forms do not already exist, they must be created by the SUBRECIPIENT no later than 30 days after the initiation of this contract.

9. SUBRECIPIENT shall 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.

10. SUBRECIPIENT shall 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 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 confidentiality;
  - i. rights and limits regarding client access to records;
  - j. statement of client’s responsibility to provide accurate and complete information relevant to case management services being provided.
  
11. SUBRECIPIENT shall 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.”
  
12. SUBRECIPIENT shall ensure that each client who consents to receive medical case management services receives the standardized medical case management comprehensive assessment as soon as possible after intake and within 30 days of the client’s referral to identify the client’s needs, problems, strengths, and resources. This assessment must be done under circumstances (e.g., time and location) agreeable to the client and will at a minimum, include the following areas:
  - a. date of Client Services referral and assessment;
  - b. demographics
  - c. client and emergency contact information
  - d. general client information (disability, employment, education, language, and previous medical case management services
  - e. documentation of available identifications available to client (PA photo, SSI card, insurance, or birth certificate)
  - f. health insurance
  - g. medical care information (medical provider information, date of HIV and/or AIDS diagnosis, hospitalizations)
  - h. medical status
  - i. opportunistic infections
  - j. HIV-related symptoms
  - k. other medical conditions (including pregnancy and pre-natal care)
  - l. HIV medications including antiretroviral prophylaxis for opportunistic infections

- m. dental needs
- n. medication adherence
- o. health literacy assessment
- p. domestic violence
- q. financial status
- r. living arrangements
- s. family history
- t. support system
- u. legal issues
- v. mental health
- w. drug/alcohol history
- x. secondary prevention
- y. summary (client strengths/resources, barriers to care, and narrative of issues identified that are addressed in Services Care Plan)

13. SUBRECIPIENT shall ensure that elements of the standardized assessment are not deleted but may make additions to them as required by clinical needs of their medical case management practice.

14. SUBRECIPIENT shall ensure that at the completion of the assessment, each client and respective medical case manager develop an individual medical case management Service Care Plan.

This plan includes, at a minimum:

- a. a long-term goal which incorporates elements of the medical case management process (assessment, linkage, coordination of services, advocacy and monitoring);
- b. 3-5 predefined short-term goals inherent to medical case management such as: retention in HIV medical care, other medical issues, antiretroviral adherence, secondary risk reduction, maintenance of optimal level of emotional health, management of disease of addiction, other bio-psychosocial barriers to care;
- c. at any given time, a client should be working on a minimum of two realistic, measurable and mutually acceptable goals which are directly based on information from the assessment;
- d. action steps required to achieve each goal (a minimum of two), including target date(s) for accomplishment and specific action steps for which the client and/or designated representative, and case manager, are responsible;
- e. the outcome of client progress pertaining to completion of each action step towards meeting goal (completed, partially completed, not completed);
- f. space for signatures by the client, medical case manager, and supervisor.

15. SUBRECIPIENT shall ensure that when the medical case management Service Care Plan is completed, both the client and medical case manager sign the plan.
16. SUBRECIPIENT shall ensure that the Service Care Plan for any client is reviewed and revised every six months. The date completed or revised must be noted on the plan.
17. SUBRECIPIENT shall ensure that the medical case manager has at a minimum:
  - a. Face-to-face contact with any client receiving medical case management at least every three months; more if client's situation dictates such an action;
  - b. accompaniment to medical visits annually is strongly recommended (MCMs are to demonstrate and document collaboration and coordination with the clinical care team);
  - c. home visits are recommended but not required;
  - d. phone contact should be on-going as needed.
18. SUBRECIPIENT agrees that each accompaniment to a medical visit shall be documented in the client's progress notes detailing the specifics of that visit. If a client refuses to allow accompaniment to a medical visit, it must be noted in the client's progress notes.
19. SUBRECIPIENT shall 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).
20. SUBRECIPIENT agrees to 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 through the health insurance Marketplaces/Exchanges).
21. SUBRECIPIENT shall 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, with each face-to face appointment and it is recommended at least once every three months and during the yearly assessment.
22. SUBRECIPIENT shall 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.

23. SUBRECIPIENT shall ensure that all clients are assessed for health literacy and based on findings, the medical case manager will develop ongoing strategies to assist client with health related and other information such as; healthy food choices, need for exercise, where to obtain information needed to stay healthy and medication adherence.
24. SUBRECIPIENT shall ensure that confidentiality is maintained by SUBRECIPIENTS, which includes both paid and unpaid personnel. The SUBRECIPIENT agrees to comply with Pennsylvania Act 148 (amended to Act 59 in 2011) (Confidentiality of HIV-Related Information Act) A written policy regarding client confidentiality, including PA Act 59 must be kept on file and be easily accessible to staff.
25. SUBRECIPIENT shall 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 PA Commonwealth statute is explained to the client prior to their signing the form and information being released to or received from other organizations or agencies. If these forms do not already exist, they must be created by the SUBRECIPIENT no later than 30 days after the initiation of this contract.
26. SUBRECIPIENT shall 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. 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 SUBRECIPIENT.
- If this form does not already exist, it must be produced by the SUBRECIPIENT within 30 days after the initiation of this contract.
27. 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 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.

28. SUBRECIPIENT shall 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 nine months have lapsed since the client initiated contact with the case manager, or longer if per the provider policies;
  - 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 SUBRECIPIENT's written policies and procedures; and
  - g. the client otherwise chooses to terminate service with the SUBRECIPIENT.
29. SUBRECIPIENT shall ensure that when a client chooses to terminate services, the respective medical case manager facilitates a referral to facilitate access to services from an alternative MCM SUBRECIPIENT.
30. SUBRECIPIENT shall ensure that all medical case managers funded in whole or in part with RW Part B funds meet the minimum educational qualifications. These requirements are: each case manager must have a bachelor's degree in social work, psychology, sociology or other related field; or, for nurses, be classified as a registered nurse. Existing staff in these positions as of 4/1/18 not meeting these requirements will be grandfathered in.
31. SUBRECIPIENT ensures that medical case management supervisors shall 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 of experience performing Social Work or Medical Case Management activities. Existing staff in these positions as of 4/1/18 not meeting these requirements will be grandfathered in.
32. 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.
33. SUBRECIPIENT shall 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 monthly, and
- b. A bi-annual review of client charts.
- c. Supervisor will keep a supervisory log that includes the dates of supervision sessions and the number of client records discussed and reviewed with case managers during meeting.

34.SUBRECIPIENT shall 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.

35.SUBRECIPIENT shall have policies and procedures assuring cultural and linguistic needs of clients are addressed in its delivery of medical case management services

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

### **XIII. MEDICAL NUTRITION THERAPY**

SUBRECIPIENT shall 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.

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

3. SUBRECIPIENT shall ensure that clients receive individual nutritional assessments, nutritional follow-up counseling as needed, therapeutic diets and nutritional information.
4. SUBRECIPIENT shall 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 shall further reflect the needs, circumstances, and food preferences of each patient.
5. SUBRECIPIENT shall 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 shall indicate client progress in following the recommendations of their dietary plan.
6. SUBRECIPIENT shall ensure that it assess changes in nutritional intake for participating clients. Changes will be assessed in patients who have more than three sessions.
7. SUBRECIPIENT shall ensure documentation of termination of services. This includes, but not limited to: date of termination, reason for termination, and referrals provided.

#### **XIV. MEDICAL TRANSPORTATION SERVICES**

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

1. SUBRECIPIENT shall design and implement a creative and innovative approach to regional transportation for eligible individuals. Services shall be implemented through the following modes of transportation as feasible in each county of the region, 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 (tokens, pass)
  - c. Contracts with providers of transportation
  - d. Taxi cab or ride sharing companies(e.g.,Uber,Lyft,etc.)
2. Transportation can only be provided for clients to access Ryan White eligible services defined in these standards.
3. SUBRECIPIENT may use these funds to provide transportation by:



- a. Providing tokens, trans-passes, taxi vouchers or mileage reimbursements 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. Entering into contracts with SUBRECIPIENTs of integrated or public transit services,
  - c. Including nonprofit agencies, transit authorities and licensed common carriers.
4. SUBRECIPIENT should ensure all mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but should not in any case exceed the established rates for federal programs. (Federal Joint Travel Regulations provide further guidance on this subject)
5. SUBRECIPIENT will ensure that any and all transport has the appropriate insurance coverage for the transport of groups and/or individuals.
6. SUBRECIPIENT shall:
  - 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 shall include volunteers). Insurance coverage information will be kept on file and made available upon the request.
7. SUBRECIPIENT further assures that priority will be given to non-ambulatory individuals and or individuals unable to travel alone.
8. SUBRECIPIENT shall assure that costs for transportation for medical providers to provide care should be categorized under the services category for the service being provided.
9. Unallowable costs include:
  - a. Direct cash payments or cash reimbursements to clients;
  - b. Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle;
  - c. Any other costs associated with privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees.
10. The SUBRECIPIENT shall ensure that transportation provided under these provisions will not to be used for:
  - a. Social or recreational purposes and should be non-stop to service destination and back.
  - b. Medical emergencies or situations that would normally be referred to an ambulance service or "911".

11. SUBRECIPIENT shall ensure proper documentation for all services received. Documentation shall 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 for the client.
12. 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).
13. SUBRECIPIENT will arrange, through subcontracted transportation carriers, to provide holiday, weekend and evening transportation services when possible.
14. SUBRECIPIENT shall ensure that agency drivers keep a log that records trips to include:
  - a. Number of transported clients.
  - b. Beginning and ending location of each trip.
  - c. Number of miles, or duration of the trip.

## **XV. MENTAL HEALTH SERVICES**

Mental Health Services are the provision of outpatient psychological and psychiatric screenings, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed within Pennsylvania to render such services.

1. SUBRECIPIENT agrees to subcontract with credentialed Mental Health Providers 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 to provide specialized services for persons living with HIV/AIDS.
2. Service SUBRECIPIENT credentialing compliance shall be maintained to meet all standards regarding:
  - a. Staffing Credentialing Files: SUBRECIPIENTs will maintain credentialing files for all staff (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 services to consumers. Staff credentials will meet the minimum requirements of the position description guidelines.

- 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. SUBRECIPIENT will develop a network of qualified and experienced SUBRECIPIENTS of mental health services for persons with HIV disease and/or families during the contract period.

3. Record Keeping and Documentation:

- a. SUBRECIPIENT ensures that it 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.
- b. SUBRECIPIENT 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. Where applicable, this information will be reflected in the client's progress notes.

4. Intake and Assessment:

- a. SUBRECIPIENT shall ensure that an initial intake will be completed on each client no later than five working days after the client has been accepted for treatment.

## **XV. Non-Medical Case Management**

- 1. SUBRECIPIENT agrees Non-Medical Case Management Services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes.
- 2. SUBRECIPIENT agrees Non-Medical Case Management Services (NMCM) provide guidance and assistance to clients in accessing:
  - a. Medical
  - b. Social
  - c. community
  - d. legal
  - e. financial, and other needed services.
- 3. SUBRECIPIENT agrees Non-Medical Case management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as
  - a. Medicaid, Medicare Part D

- b. PA Special Pharmaceutical Benefits Program
  - c. Pharmaceutical Manufacturer's Patient Assistance Programs
  - d. other state or local health care and supportive services
  - e. health insurance Marketplace plans.
4. SUBRECIPIENT shall insure several methods of communication be used for management including:
- a. face-to-face,
  - b. phone contact,
  - c. any other forms of communication deemed appropriate by the provider.
5. SUBRECIPIENT shall insure activities include:
- a. Initial assessment of service needs,
  - b. Development of a comprehensive, individualized care plan,
  - c. Continuous client monitoring to assess the efficacy of the care plan,
  - d. Re-evaluation of the care plan at least every six months with adaptations as necessary,
  - e. Ongoing assessment of the clients needs and personal support systems.

## **XVI. OTHER PROFESSIONAL SERVICES (Legal, Reunification, and Tax Preparation Services)**

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. Funds may be used to support and complement pro bono activities. All legal assistance will be provided under the supervision of an attorney licensed by the Pennsylvania Bar.

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 Ryan White eligible services
- c. Preparation of: healthcare power of attorney, durable power of attorney, and a 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
1. SUBRECIPIENT shall ensure adequate, professionally credentialed staff is available to meet the goals and objectives of the clients with respect to their legal needs.
2. SUBRECIPIENT shall render Other Professional Services to clients at no charge to the client. These services will include, but not be limited to: direct representation, legal referrals, legal information and advice.
3. SUBRECIPIENT shall develop a client referral documentation system.
4. Legal services do not include guardianship or adoption of children after the death of their legal caregiver, criminal defense, discrimination or class action litigation unrelated to Ryan White eligible services.
5. SUBRECIPIENT further agrees Other Professional Services exclude criminal defense and class-action suits unless related to access to Ryan White eligible services.

## **XVIII. ORAL HEALTH CARE**

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.

1. SUBRECIPIENT shall 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.
2. SUBRECIPIENT shall ensure preventive dental health maintenance services will be offered.
3. SUBRECIPIENT shall 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 regional grantee in order to monitor work performed and reported under this contract. No materials bearing primary client identifiers will be removed from the site.
4. SUBRECIPIENT shall 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.

5. SUBRECIPIENT shall 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.
6. SUBRECIPIENT shall 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.
7. SUBRECIPIENT shall ensure routine dental services for eligible HIV patients are offered every six months. SUBRECIPIENT shall 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
  - o. Dental implants funded only when medical necessity is documented by the oral healthcare provider.
8. SUBRECIPIENT ensures that, for each individual'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.
9. 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.
10. SUBRECIPIENT shall ensure that the following process is utilized in accepting patients and providing treatment.
  - a. Intake and screening
  - b. Assessment of patient needs
  - c. Dental Care Plan
  - d. Implementation of the plan

## **XIX. Outpatient/Ambulatory Health Services**

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, and mobile vans, Federally Qualified Health Centers (FQHC's) and FQHC look alike, where clients do not stay overnight. Emergency rooms and urgent care services are not considered outpatient settings.

SUBRECIPIENT shall ensure that all services provided follow the Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents or Guidelines for Prevention and Treatment of Opportunistic Infections among HIV-Exposed and HIV-Infected Children developed by the Department of Health and Human Services.

Allowable activities include:

- i. Medical history taking;
- ii. Physical examination;
- iii. Diagnostic testing, including laboratory testing;
- iv. Treatment management of physical and behavioral health conditions;
- v. Behavioral risk assessment, subsequent counseling, referral;
- vi. Preventive care and screening;
- vii. Pediatric developmental assessment;
- viii. Prescription, management of medication therapy;
- ix. Treatment adherence;
- x. Education and counseling on health and prevention issues; and
- xi. Referral to and provision of specialty care related to HIV diagnosis.

## **XX. Outreach Services**

Outreach Services include the provision of the following three activities:

- a. Identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services
- b. Provision of additional information and education on health care coverage options
- c. Reengagement of people who know their status into Outpatient/Ambulatory Health Services

Outreach programs must be:

- a. Conducted at times and in places where there is a high probability that individuals with HIV infection and/or exhibiting high-risk behavior;
- b. Designed to provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness;
- c. Planned and delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort; and,

- d. Targeted to populations known, through local epidemiologic data or review of service utilization data, to be at disproportionate risk for HIV infection.

Funds may not be used to pay for HIV counseling or testing under this service category. Outreach services cannot be delivered anonymously as personally identifiable information is needed from clients for program reporting.

## **XXII. PSYCHOSOCIAL SUPPORT SERVICES**

Psychosocial support services provide group or individual support and counseling services to assist eligible people living with HIV to address behavioral and physical health concerns. These services may include bereavement counseling and HIV support groups.

1. SUBRECIPIENT shall ensure that it employs staff with the appropriate educational background and credentialing. Compliance shall 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.
  - b. Documentation Requirements:
    - i. A completed intake sheet/assessment shall 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.
2. SUBRECIPIENT shall ensure that funds appropriated by the recipient are utilized as a payer of last resort for provision of services.
3. SUBRECIPIENT shall ensure that it maintains a log of all referrals of clients for medical case management, mental health, and other relevant services. PADOH reserves the right to review this information on request. This information shall also be reflected in the client's progress notes as appropriate.
4. SUBRECIPIENT shall 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 shall ensure consumers receiving psychosocial support services are moved to inactive status when the client chooses not to participate in services for a period of 90 days, or when a client's behavior is contrary to the philosophy of the agency. The agency may keep a case open beyond the 90 day period if it is the policy of the agency to do so.
  6. SUBRECIPIENT shall 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 shall be documented in the client chart.

### **XXIII. Referral for Health Care/Supportive Services**

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, PA Special Pharmaceutical Benefits Program, Pharmaceutical Manufacturer's Patient Assistance Programs, and other state or local health care and supportive services, or health insurance Marketplace plans).

Referrals for health care and support services provided by outpatient/ambulatory providers should be reported under the Outpatient/Ambulatory Health Services category. The same as referrals for health care and support services provided by case managers (medical and non-medical) providers should be reported in the appropriate case management category.

1. 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.
2. SUBRECIPIENT shall ensure Referral for Health Care 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.

## **XXIV. Respite Care**

Respite care is the provision of periodic, non-continuous care in a community or home-based settings that includes non-medical assistance designed to provide care for an HIV-infected client to relieve the primary caregiver responsible for the day-to-day care of an adult or minor living with HIV.

1. SUBRECIPIENT shall ensure recreational and social activities are allowable program activities as part of a respite care service provided in a licensed or certified provider setting including drop-in centers within HIV Outpatient/Ambulatory Health Services or satellite facilities.
2. SUBRECIPIENT shall insure funds may not be used for off premise social/recreational activities or to pay for a client's gym membership.
3. SUBRECIPIENT shall insure funds may be used to support informal, home-based Respite Care, but liability issues should be included in the consideration of this expenditure.
4. SUBRECIPIENT shall insure that no direct cash payments to clients is permitted.

## **XXV. SUBSTANCE ABUSE SERVICES (Outpatient Care)**

1. SUBRECIPIENT shall 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 and the Department of Drug and Alcohol Services.
2. SUBRECIPIENT shall ensure that Substance Abuse Outpatient Care is the provision of outpatient services for the treatment of drug or alcohol use disorders. Services can 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 prevention

- viii. Acupuncture therapy may be allowable only when, as part of a substance use disorder treatment program funded under this category and it is included in a documented treatment plan.
3. SUBRECIPIENT shall ensure that a written consent form to provide service is signed by the client, dated and witnessed during the first face-to-face contact.
4. SUBRECIPIENT shall ensure that an initial intake is completed for each client immediately after a referral for substance abuse counseling has been made. This intake should be no later than 72 hours after the referral has been made.
5. SUBRECIPIENT shall ensure upon intake that it indicates for each client whether reimbursement will be expected through private insurance, medical assistance, Ryan White eligible funding, or any combination of these. SUBRECIPIENT shall assure that all applicable regulations are considered in this determination.
6. SUBRECIPIENT agrees to make client files available for review by the Regional grantee upon request.
7. SUBRECIPIENT shall ensure that a comprehensive treatment care plan is completed for each client within 30 days of admission to the program.
8. SUBRECIPIENT shall ensure that in a case where a client cannot be informed of his/her active to inactive status change, that appropriate documentation regarding this fact shall be placed in the client record including the discharge summary.

## **XXVI. SUBSTANCE ABUSE SERVICES (Residential)**

1. SUBRECIPIENT shall 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 and the Department of Drug and Alcohol Services.
2. SUBRECIPIENT shall ensure that Substance Abuse Residential 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. Medication assisted therapy

- v. Neuro-psychiatric pharmaceuticals
- vi. Relapse prevention
- vii. Detoxification, if offered in a separate licensed residential setting (including a separately -licensed detoxification facility with in the walls of an inpatient medical or psychiatric hospital)
- viii. Acupuncture therapy may be allowable only when, as part of a substance use disorder treatment program funded under the Ryan White eligible services and it is included in a documented service plan.

# TAXONOMY

***Further clarification of the Sub Service Name is indicated in Italics***

<b>Service Category</b>	<b>Service Definitions</b>	<b>Sub-Service Name</b>	<b>1 Unit =</b>
Child Care Services	See Service Standard Definition	Child Care Services	30 minutes
Early Intervention Services	See Service Standard Definition	Early Intervention Services	15 minutes
Emergency Financial Assistance	See Service Standard Definition	Food	1 Food Voucher
		Housing support - RW Only <i>(Not for Mortgage payments; Not for Security Deposits)</i>	1 Day
		Medications	1 filled prescription
		Transportation	1 Way Trip or 1 Round trip
		Utilities	1 Bill / Expense
Food Bank/Home and Congregate Meals	See Service Standard Definition	Congregate meals - Group Setting	1 meal
		Home Delivered Meals <i>(The number of meals and deliveries of meals to HIV+ clients. This does not reflect finances to purchase food or meals.)</i>	1 meal
		Food Bank <i>(This represents the number of visits to the food bank.)</i>	1 Visit
		Food Bank Voucher	1 Voucher
		Nutritional Supplements	1 Item
		Water Filter	1 Item
		Water Filter Replacement	1 Item

Health Education / Risk Reduction	See Service Standard Definition	Health Education / Risk Reduction	15 minutes
Health Insurance Premium and Cost Sharing Assistance.		Medicare Supplement - Premiums	1 Premium
		Medicare Supplement - Deductibles	1 Deductible
		Medicare Supplement - Co-Payments	1 Co-Payment
		Other Health Insurance - Premiums	1 Premium
		Other Health Insurance - Deductibles	1 Deductible
		Other Health Insurance - Co-Payments	1 Co-Payment
Home and Community-based Health Services	See Service Standard Definition	Day treatment or other Partial Hospitalization Services	1 Day
		Durable Medical Equipment	1 Item
		Home Health Aid Services / Personal Care Services in the Home	1 Hour
		Specialized Care	1 Hour
Home Health-Care	See Service Standard Definition	Home Health Care	1 hour
Hospice Services	See Service Standard Definition	Residential	1 Day
		In Home Hospice Care	1 hour
Housing Services	See Service Standard Definition	Housing Assistance/ Information Services - RW Only	15 minutes
		Housing support - RW Only <i>(Not for Mortgage payments; Not for Security Deposits)</i>	1 Day

Housing Services Continued...		Short-term rent, mortgage and utility payments (STRMU) - HOPWA Only	\$1.00
		Tenant Based Rental Assistance (TBRA) - HOPWA Only	\$1.00
		Permanent Housing Placement - HOPWA Only <i>Security deposits &amp; 1st month's rent - not to exceed 2 months</i>	\$1.00
		Supportive Services - Case management - HOPWA Only	15 minutes
Linguistics Services	See Service Standard Definition	Translation / Interpretation Svcs	15 minutes
Medical Case Management Services (including Treatment Adherence)	See Service Standard Definition	Intake	15 minutes
		Assessment	15 minutes
		Reassessment / Recertification	15 minutes
		Follow Up <i>(Problem Solving / General Support)</i>	15 minutes
		Referral	15 minutes
		Treatment Adherence	15 minutes
Medical Nutrition Therapy	See Service Standard Definition	Medical Nutrition Therapy	1 Hour
Medical Transportation Services	See Service Standard Definition	1 - Bus Pass, Train Token, Taxi Voucher <i>(Public transportation of clients to core medical or support service locations)</i>	1 Way Trip or 1 Round Trip
		Transportation by Agency Staff Member - TIME <i>(to transport clients to core medical or support service locations)</i>	15 minutes
		Transportation by Agency Staff Member - Mileage <i>(to transport clients to core medical or support service locations)</i>	1 Way Trip or 1 Round Trip

Medical Transportation Services Continued...		Reimbursement - Volunteer/ Consumer - Gas Card Only <i>(clients transporting themselves or volunteers transporting clients to core medical or support services locations), Not to exceed established rates for Federal Joint Travel Regulations. See definition for further clarification.</i>	1 Gas Card
Mental Health Services	See Service Standard Definition	Professional Counseling	1 hour
		Psychiatric Counseling	1 hour
		Psychiatric In - Patient	1 Day
Non-Medical Case Management	See Service Standard Definition	Intake	15 minutes
		Assessment	15 minutes
		Reassessment / Recertification	15 minutes
		Follow-Up <i>(Problem Solving / General support)</i>	15 minutes
		Referral	15 minutes
Other Professional Services	See Service Standard Definition	Legal Services	15 minutes
		Permanency Planning	15 minutes
		Tax preparation	15 minutes
Oral Health Care	See Service Standard Definition	Diagnostic	1 Visit
		Preventative	1 Visit



Oral Health Care Continued.		Therapeutic	1 Visit
Outpatient / Ambulatory Medical Care	See Service Standard Definition	Diagnostic Service - Primary Care	1 Visit
		Diagnostic Service - Specialist Care	1 Visit
		Therapeutic - Primary Care	1 Visit
		Therapeutic - Specialized Care	1 Visit
		Treatment Adherence	1 Visit
		Vision Care Visit	1 Visit
Outreach Services	See Service Standard Definition	Encounter <i>(Cannot be Delivered Anonymously)</i>	1 HIV+ Case Identified
		Referrals <i>(Cannot be delivered Anonymously)</i>	15 minutes
		Follow Up <i>(Cannot be delivered anonymously)</i>	15 minutes
Psychosocial Support Services	See Service Standard Definition	Bereavement Counseling	15 minutes
		Caregiver Support Group	30 minutes Per Person
		Counseling	15 minutes
		HIV Support Group	30 minutes Per Person
		Non-Professional Nutritional Counseling	15 minutes

Psychosocial Support Services Continued...		Pastoral Care	15 minutes
Referral for Health Care / Supportive Services	See Service Standard Definition	Referral Health Care / Supportive Services	15 minutes
Respite Care	See Service Standard Definition	Respite Care-Community	1 Day
		Respite Care - In Home	1 Hour
Substance Abuse Services - Outpatient	See Service Standard Definition	Acupuncture <i>(Can only be provided if part of a treatment plan)</i>	1 Visit
		Counseling / Behavioral Health	15 minutes
		Harm Reduction	1 Visit
		Medication Assisted Therapy	1 dose
		Neuro Psychiatric Medication	1 dose
		Pre-Treatment Recovery Readiness	1 Visit
		Relapse Prevention	1 Visit
		Substance Abuse Services - Residential	See Service Standard Definition
Substance Abuse Residential	1 Day		