

Issue Date: March 15, 2017

REQUEST FOR PROPOSALS

FOR

**HEALTH AND SUPPORT SERVICES FOR PERSONS WITH HIV SPECTRUM
DISEASE – RYAN WHITE PART A**

RFP #Y17-1018-DG

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, April 20, 2017**, for providing health and support services for persons with HIV Spectrum Disease to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp> .

A **Non-Mandatory Pre-Proposal Conference** will be held on **Thursday, March 30, 2017, 2:30PM**, at the Internal Operations Center II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801. Attendance is not mandatory but is encouraged.

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Dorothy Gordon, Senior Purchasing Agent, at (407) 836-5643, whose email address is Dorothy.Gordon@ocfl.net. **You may contact Dorothy Gordon at any time during this process, including during the Black Out Period.**

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REQUEST FOR PROPOSALS

FOR

HEALTH AND SUPPORT SERVICES FOR PERSONS WITH HIV SPECTRUM DISEASE – RYAN WHITE PART A

RFP #Y17-1018-DG

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals to provide health and support services for persons with HIV Spectrum Disease.

Funding for these services comes from Part A of the Ryan White HIV/AIDS Treatment Extension Act of 2009, administered by the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA). The Orlando Eligible Metropolitan Area (EMA) is comprised of Orange, Osceola, Seminole and Lake Counties. The Grantee for the Orlando EMA is the Orange County Mayor. The Orange County Health Services Department is the department designated by the Mayor to administer the grant.

The Ryan White Part A fiscal year, for which proposals are requested, is March 1, 2017 – February 28, 2018. Following submission of proposals, recommendations for awards will be developed through the Evaluation/Selection process described elsewhere, and recommendations will be submitted to the Orange County Board of County Commissioners. The funding amounts for the proposals requested in this Request for Proposals (RFP) are based on current levels of funding received by the Orlando EMA from HRSA. Actual funding levels will be established when HRSA awards funds for fiscal year 2017 - 2018 are identified, and awards will be increased or decreased to match actual funding available.

The Orlando EMA seeks to follow HRSA's seven (7) guiding principles in its operation:

- Improve access to health care
- Improve health outcomes
- Improve the quality of health care
- Eliminate health disparities
- Improve the public health care system
- Enhance the ability of the health care system to respond to public health emergencies
- Achieve excellence in management practices

The Orlando EMA HIV Health Services Planning Council designs the service delivery system for persons served with Ryan White Part A funding in the Orlando EMA. The service delivery system is established through the selection, prioritization and allocation of funding among those services and by providing direction to the Grantee on "Ways to Best Meet Need." Funding for some of these services is also available through Part A Minority AIDS Initiative (MAI). The purpose of the Part A MAI is to address the disproportionate impact of HIV/AIDS on, and the disparities in, access, treatment, care and outcomes for racial and ethnic minorities.

In order to ensure comprehensive, continuous, and integrated care, the successful proposer(s) shall commit to a coordinated delivery system that promotes high standards of service and care, staff training, and the development of service linkages and referral mechanisms among participating care providers. Proposer(s) shall be committed to strengthening services for women, infants, children and youth. Proposer(s) shall maintain an overall philosophy that HIV infection is a chronic illness in which, with proper management, the consumer's quality of life can in many cases be improved and maintained over an extended period of time. Proposer(s) shall maintain a consumer-driven model of care and strive to eliminate the disproportionate effect of the epidemic on minority communities.

Proposer(s) shall maintain and promote accountability, quality, consumer and cultural sensitivity/proficiency, and coordinated and integrated care.

The services included in this RFP shall be provided with priority to under-served, medically indigent individuals with HIV spectrum disease, and who, after proper screening for eligibility under other benefits programs, do not qualify fully/or partially to receive these services outside of Ryan White Part A. Ryan White HIV/AIDS Treatment Extension Act of 2009 funding is monies of last resort. **No cash shall be provided to consumers.**

It is the purpose and intent of this RFP to secure providers capable of service provision in Orange, Osceola, Lake and Seminole Counties. Proposer(s) shall demonstrate a capability to serve consumers from a geographic area beyond that of a local neighborhood, and to do so in keeping with the cultural/ethnic sensitivities of the population(s) to be served. Furthermore, special attention shall be given to under-served populations, for example, low-income uninsured and medically indigent individuals and families, including women and children, communities of color particularly the African-American, Caribbean black and Hispanic communities, pediatric, homeless populations, migrant farm workers, adolescents, men who have sex with men, hemophiliacs and persons affected by chemical dependency.

The County is seeking proposers that demonstrate the capacity to offer services to people living with HIV/AIDS in accordance with HRSA and Orlando EMA guidelines in the Ryan White Part A Manual (www.CountiesforCare.org).

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Thursday, April 20, 2017**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

TERMS AND CONDITIONS

1. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

2. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

3. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. SEALED PROPOSALS

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

Each proposal shall be divided into two parts:

1. **Part 1** shall cover the provider's administrative capacity, qualifications and compliance, and include the provider's responses to the Administrative questions, the provider's completed Certifications and federal forms, and provider specific attachments relating to the administrative component and the provider's administrative qualifications and compliance. **One original and eight (8) copies of Part 1 shall be submitted by a provider, regardless of the number of categories of service for which the provider is submitting proposals.**
2. **Part 2** shall cover a single specific category of service for which the provider is submitting a proposal, and includes the provider's responses to the questions in the Experience, Service Delivery Model, Response to Consumer Needs, and Budget, and provider specific attachments relating

to those components. **A different, specific Part 2 shall be developed and written for each category of service for which the provider is submitting proposals. The provider shall submit one original and eight (8) copies of each Part 2.**

Each part of each proposal shall include all requisite documents to be scored and reviewed on its own.

Proposals shall address all of the topics in the sequence outlined in the "Contents of Proposal" section below. Proposals shall contain all required documents; each fully completed and signed where required. Responses shall be concise and consist only of the answers to the questions posed. **Extraneous material or information shall not be submitted. Note that page limits apply to certain sections in Part 2, i.e., the Abstract of Proposed Service, and responses to Experience, Service Delivery Model, and Response to Consumer Needs questions.** All materials shall be submitted on 8 1/2" X 11" white paper, three-hole punched, neatly typed (12pt. font) on one side only, with standard margins (1" X 1") and be single spaced.

The original Proposal Title Pages (**Attachment D**) shall have an authorized signature and be notarized. The original copy of each proposal **shall** be clearly marked as such on the Proposal Title Page, containing an original authorized signature. Additional copies of the proposal do not need to bear original signatures nor original stamps. Proposers shall include their complete return address on the sealed outer envelope wrapper enclosing any materials submitted in response to this RFP. Such outer envelopes or wrappers shall be addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Orange County
Procurement Division
400 East South Street, 2nd Floor
Orlando, Florida 32801

RFP No. Y17-1018-DG
Health and Support Services for Persons with HIV Spectrum Disease
Ryan White Part A
Proposal Due Date: April 20, 2017

5. **PROPOSAL PREPARATION**

Costs of preparation of a response to this Request for Proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured - CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery - CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles

the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and

classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

7. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

8. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

9. SHORTLISTS, PROTESTS and LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

10. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

11. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

12. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

13. CONTRACT TERM

It is the intent of the County to enter into a one (1) year term contract, with renewal clause for four (4) additional one (1) year terms for services as described herein.

14. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

15. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

16. QUESTIONS REGARDING THIS RFP

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Dorothy.Gordon@ocfl.net no later than 5:00 PM Monday, April 10, 2017 to the attention of Dorothy Gordon, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Dorothy Gordon at any time during this process, including during the Black Out Period.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

17. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD at a cost established within the most current Orange County Fee Directory. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

18. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

19. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.** If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

20. BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement at Attachment No. B shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security 45 CFR Parts 160, 162, and 164 as applicable to this contract.

21. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

CONTENTS OF PROPOSAL:

To be scored and rated as being fully adequate, each proposal must include the following information **in the order listed below**. Omission of sections will result in loss of points during the scoring process and may affect the award and/or amount of the award. The proposal shall be in a binder with a table of contents appropriately tabbed.

1. Part 1 – Administrative Capacity and Qualifications (25 Points Total)

- A. Part 1 Title Page: Include on the Part 1 Title Page (Attachment C-1) the specific service(s) to be provided, the amount of funding being requested to provide these services, and the name/contact information for the contract coordinator or program liaison. An officer of the provider who is legally authorized to enter into a contractual relationship in the name of the provider must sign the original copy of this form. The original copy of the proposal **MUST** be clearly marked as such on the Part 1 Title Page.
- B. **Part 1 Table of Contents: All sections and attachments of this part must be listed in the Part 1 Table of Contents. The Part 1 Table of Contents must outline in sequential order all areas of Part 1 of the proposal. All pages of Part 1 of the proposal, including the attachments, are to be clearly and consecutively numbered and keyed to the Part 1 Table of Contents.**
- C. **Administrative Questions (25 Points):**
 - 1. Qualification of Proposer: The contract shall be awarded to responsible, responsive proposers qualified by experience to provide the services specified. The Proposer shall submit the following information with the proposal:

2. List and brief description of similar services, **for each of the Service Priority areas for which a contract award is sought**, Services must have been satisfactorily rendered and information to include dates of contracts, contact name, addresses, email addresses and telephone numbers.
3. Any other documents or information that may support your qualifications to perform these services.

Failure to submit the above requested information may be cause for rejection of your proposal.

- a. Description of the organization: Briefly describe your organization in terms of years in existence, core business operations or service activities currently provided, current staffing and operating budget, current locations of operation. Describe your organization's mission and vision, or other organizing principles, and include copies of such documents, if available, in Part 1 Provider Attachments. Provide an organizational chart in Part 1 Provider Attachments.
- b. Not-for-profit status: State whether your organization is a governmental agency or a for-profit or not-for profit organization. If the organization is a not-for-profit entity, provide proof of such status by submitting a copy of a letter of determination from the Internal Revenue Service indicating the provider has been recognized as a 501(c)(3) entity. Include the copy of the letter of determination in Part 1 Provider Attachments.
- c. Legal status: If the entity is a corporation, submit evidence that the provider is organized under the laws of the State of Florida, the filing date, that all fees and penalties have been paid, that the organization's most recent annual report has been filed, that its status is active, and that the it has not filed Articles of Dissolution. If the entity is a corporation but not incorporated in the State of Florida, submit the same information for whatever state the firm is incorporated in. Include documentation in Part 1 Provider Attachments.
- d. Medicaid status: Indicate whether or not your organization is a Medicaid, Medicaid Waiver, and/or Medicare provider, and indicate whether or not your organization is classified as a Federally Qualified Health Center (FQHC). Provide evidence as applicable.

- e. Insurance: Provide documentation of your Agency's ability to obtain such required insurance coverages. Insurance certificates must be provided at the time of contract signing documenting current coverage, appropriate levels of coverage, and **including specific verbiage indicating that "Orange County is included as an additional insured for general liability coverage," and "Workers' compensation coverage includes a waiver of subrogation in favor of the County and its agents, employees and officials," or words substantially similar.** Include the documentation in Part 1 Provider Attachments. Providers to which sovereign immunity is applicable shall provide an affidavit evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.
- f. Confidentiality: Explain your organization's system for safeguarding the confidentiality of consumers. Describe how the organization meets the requirements of this RFP, and/or submit a copy of the organization's written policy and procedure ensuring compliance with the standards contained in that section. Include the policy and procedure document in Part 1 Provider Attachments.
- g. Grievances: Describe and attach a copy of your agency's grievance procedures for consumers. Include procedures in Part 1 Provider Attachments.
- h. Training: Describe how your organization's staff and volunteer training program meet the requirements of the Special Term and Condition entitled "Training Plan" in this RFP, and/or submit a copy of the organization's training plan indicating compliance with the requirements of that section. Include the plan in Part 1 Provider Attachments.
- i. Funding: Describe how your agency insures that Ryan White Part A is not the only funding source for your Agency. For the organization's most recent fiscal year, provide a percentage breakdown of the organization funding sources. Describe how your organization plans to meet the requirements of the RFP, and provide assurances of the organization's ability to comply with those requirements.
- j. Financial Statements and Audits: State your organization's fiscal year and describe your methodology for obtaining and submitting the annual financial statement and/or audits described in the Condition entitled "Audit and Annual

Financial Statements” in this RFP. If your organization’s most recent completed audit has not been submitted to the recipient office, submit it as part of this application. Include the audit in Part 1 Provider Attachments.

- k. Reporting: Describe your organization’s methods for collecting, verifying the accuracy of, reviewing, approving, and reporting utilization demographics and financial data, including invoices and billing backup. Identify which position in your organization is or will be responsible for daily overall oversight and management of the Electronic Data Management System, Provide Enterprise. Provide a position description, if available, of that position in Part 1 Provider Attachments.
- l. Monitoring: Describe your organization’s performance in meeting contract, standards of care, and/or administrative requirements during the past fiscal year, as indicated by internal reviews or external monitoring’s by funding sources, review agencies, etc., and describe how your organization used the results and findings of such reviews or monitoring’s to improve performance and increase quality.
- m. Consumer feedback: Describe your organization’s approach to and results of measuring and utilizing consumer feedback. At a minimum, describe consumer satisfaction surveys and consumer advisory boards, and how the results of these activities are utilized to improve services.
- n. Quality management: Describe your organization’s approach to quality management and how that approach meets the requirements of the Special Term and Condition entitled “Quality Management” in this RFP, and/or provide a copy of the organization’s written process that insures compliance with the requirements of that section
- o. Reflectiveness: Provide a chart listing current board of directors and consumer advisory board and provide ethnic, gender and age breakdown to demonstrate reflectiveness of the target population. Include chart in Part 1 Provider Attachments.

D. Certification/Federal Form Requirements:

- 1. Drug-Free Workplace Form. The Drug-Free Workplace form must be submitted with the proposal. Failure to certify that the firm has a drug-free workplace in accordance with Chapter 287.087, Florida Statutes, will result in rejection/disqualification of your proposal. Include the completed form in Part 1 Provider Attachments.

2. Conflict/Non-Conflict of Interest Statement. The Conflict/Non-Conflict of Interest Statement, with attachments as necessary, must be completed and submitted with the proposal. Include the completed statement in Part 1 Provider Attachments.
3. Authorized Signatories/Negotiators Form. The Authorized Signatories /Negotiators Form must be submitted with the proposal. Include the completed form in Part 1 Provider Attachments.
4. Disclosure of Lobbying Information Form. The Disclosure of Lobbying Information Form must be completed, notarized and submitted with the proposal. Lobbyists specifically include the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. Include the completed form in Part 1 Provider Attachments.
5. Smoke-Free Workplace. Proposer must agree to operate as a smoke-free workplace, submit a statement to that effect with their proposal, and display a notice to that effect in their lobby. Include the statement in Part 1 Provider Attachments.

E. Part 1 Provider Attachments (as applicable)

Mission and Vision Statements
 501c3 documentation
 Incorporation status documentation
 Insurance certificates or documentation
 Confidentiality policy and procedure
 Consumer grievance procedures
 Organization's most recent audit
 The Electronic Data Management System position description
 Quality management process
 Board of Directors/Consumer Advisory Board chart
 Drug Free Workplace (form)
 Conflict/Non-Conflict of Interest Statement (form)
 Authorized Signatories/Negotiators Form
 Disclosure of Lobbying Information (form)
 Smoke-Free Workplace (Agency statement)
 Other provider attachments as necessary

F. Part 2 – Specific Category of Service Proposal

1. **Part 2 Title Page:** Include on the Part 2 Title Page (Attachment C-2) the service to be provided, the amount of funding being requested to provide this service, and the name/contact information for the contract coordinator or program liaison. An officer of the provider who is legally authorized to enter into a contractual

relationship in the name of the provider must sign the original copy of this form. The original copy of the proposal **MUST** be clearly marked as such on the Part 2 Title Page.

2. **Part 2 Table of Contents: All sections and attachments for this part must be listed in the Part 2 Table of Contents. The Part 2 Table of Contents must outline in sequential order all areas of the proposal. All pages of the proposal, including the attachments, are to be clearly and consecutively numbered and keyed to the Part 2 Table of Contents.**
3. **Abstract for the Proposed Service:** The abstract must include: the name of the proposing organization; corporate/tax status of proposing organization (i.e., not-for-profit, for-profit, or government Agency); a brief description of identified service needs/demands and target geographic area/population; the number of consumers to be served, the number of units of service to be provided; a brief description of the proposed program and service approach; and the award request for this service. **(1 page only) Include in Part 2 Provider Attachments.**
4. **Work plan for the proposed service:** Provide a completed Work Plan and Narrative for the proposed service. **Include in Part 2 Provider Attachments.**
5. **Training:** Describe how your organization's staff and volunteer training program meet the requirements of the Scope of Services, and submit a copy of the organization's training plan indicating compliance with the requirements of that section. Include the plan in Part 2 Provider Attachments.

2. Organizational Experience Questions (20 Points)

(Note: Limit the length of this section to a total of not more than four (4) pages, not including material included as an attachment.)

- a. Indicate whether your organization is a current provider of this category of services in the Orlando EMA.
- b. Describe your organization's experience in providing health or support services to persons living with HIV/AIDS, and in particular, providing the service for which this proposal is submitted.
- c. Provide a current staffing chart of the organization and indicate the length of time that key staff have had experience providing services to PLWH/A. Include the chart in Part 2 Provider Attachments.

- d. Provide references to any contracts previously held, including a specific description or scope of services provided, source of funding, reference name or number for contracts, period of time during which services were rendered, dollar value of contracts, number of consumers served, and references and contact information. This may be done in the form of a table. Include the table in Part 2 Provider Attachments.
- e. Indicate any measures of success that the Agency has had in providing services to PLWH/A, such as outcomes, results, recognition or awards, etc. Also, indicate whether the organization has had any contract or funding arrangement terminated or not renewed because of poor performance or for any other reason attributed to the organization.
- f. If the organization is a for-profit entity, indicate why the organization should be considered the “only available provider of quality HIV care in the area” for the service category proposed.
- g. Indicate any other relevant information indicating the organization’s extent and scope of experience.

3. Service Delivery Model Questions (25 Points):

(Note: Limit the length of this section to a total of not more than seven (7) pages, not including material included as an attachment.)

- a. Document the level of need/demand for the proposed service. Specify the consumer subpopulations by race, ethnicity, gender, age, co-morbidities, and locations in need of service.
- b. Describe your approach to delivery of the proposed service to include, at a minimum:
 - 1. Service delivery methods
 - 2. Specific proposed target subpopulations and target geographic areas and locations from which this service will be provided;
 - 3. Hours of operation and method of providing 24-hour on-call access;
- c. Specific funding requested and the estimated number of consumer to be served, by race, ethnicity, gender, and age; if you are expanding or adding a service, state your deployment time line.
- d. Describe the process by which consumers will access and receive the service, including consumer orientation, medical and financial eligibility, intake, assessment, care plan development, service delivery and follow-up. Specify what staff will perform which activities.

- e. Provide a staffing plan for your proposed service. List each position, summarize its duties and indicate what percentage of time of the position will be dedicated to this service. Provide comprehensive resumes of key staff. Include staffing plan and resumes in Part 2 Provider Attachments.
- f. Describe how innovations, creativity, or “best practices” are demonstrated in your service delivery model.
- g. Describe how your service delivery model helps meet emerging needs and insures access by underserved populations. If a support service, describe how this service supports PLWH/A entering in remaining in medical care. If MAI funded, describe how this service more appropriately meets the needs of the target population(s).
- h. Describe how your agency plans to use quality management measures in this service to insure quality services and improve results.
- i. Describe how your organization cooperates or collaborates with other HIV/AIDS providers to provide the proposed service. List the agencies and services involved; explain your organization’s business relationship with the other agencies; and explain how the consumer will benefit from the cooperation or collaboration.
- j. Describe your organization’s policies and procedures and activities to insure that Ryan White Part A is “payer of last resort” for this particular service.
- k. Provide a copy of the organization’s policy and procedures for the proposed service. Include in Part 2 Provider Attachments.
- l. The agency shall demonstrate how it will be able to electronically transmit all client billing and quality information to the county through the Provide Enterprise System. For specific questions on setting up a data exchange, please contact Groupware Technologies at (414) 454-0161.
- m. Co-locating services helps ensure continuity of care for consumers. This is especially true with case management as maintaining eligibility is the key to access services through this program. Describe if and how your agency will be able to accommodate case managers at your facility.
- n. Quality management funds may be available to assist agencies with their clinical quality management (CQM) program. On the budget form, describe how you would use these funds, if available, to improve your agencies’ CQM program. At a minimum, a CQM program must address the following: Assess the extent to which HIV health services provided to

patients under the grant are consistent with the most recent Public Health Service guidelines, (otherwise known as the HHS guidelines) for the treatment of HIV disease and related opportunistic infections; and develop strategies for ensuring that such services are consistent with the guidelines for improvement in the access to, and quality of HIV services.

4. Response to Consumer Needs Questions (20 Points):

(Note: Limit the length of this section to a total of not more than four (4) pages, not including material included as an attachment.)

- a. Describe your organization's approach in providing services for consumers with HIV/AIDS, and serving the HIV community generally.
- b. Describe how your organization assures that your Board, management, staff, and volunteers keep abreast of and adapt to changes in HIV/AIDS-related practice guidelines and best treatment practices, medicines, risk factors, demographics, locations, and course of the disease.
- c. Describe how your organization cooperates or collaborates with non-HIV/AIDS organizations to deliver services to people living with HIV.
- d. Describe your organization's approach and practice for insuring age and cultural sensitivity/proficiency in the delivery of services.
- e. Describe your organization's linguistic capabilities, including how and where staff with multiple language skills are deployed to facilitate the delivery of the proposed services.
- f. Describe your organization's capabilities to respond to special needs consumers (e.g., vision impaired, hearing impaired, wheelchair bound).

5. Budget Questions (10 Points):

- a. Provide a detailed, categorical, Line Item Budget using the Line Item Budget Form and a Narrative Budget Justification Form for the service for which you are applying, showing how funds are proposed to be expended. Identify all direct and indirect/administrative costs associated with the proposed service, using the object class categories listed below. A total dollar amount for indirect/administrative charges without a detailed breakdown on the budget form will not be accepted. Include the Line Item Budget in Part 2 Provider Attachments.

Object Class Categories:

Personnel
Salaries
Fringe benefits
Rent
Utilities

Contractual expenses
Supplies
Insurance
Travel
Equipment
Indirect/administrative charges

- b. The narrative justification must specify how each line item is directly related and/or necessary to the provision of direct consumer care and services. The justification must also include a detailed description of how unit costs are determined.
- c. Specify the proposed rate for the service. The rate may not exceed the maximum allowable rate as defined in the scope of services included in this Request for Proposals. **Note that unit rates are a key component of budget competitiveness, which is a scoring category in the evaluation process.**

Part 2 Provider Attachments

Abstract of Proposed Services
Work Plan (Attachment D)
Training/Orientation Plan (Attachment E)
Current staffing chart
Proposed staffing chart, if different
Resumes'
Policy and procedure for the proposed service
Line Item Budget (Attachment F)
Other Attachments as necessary

The following information (Items 6 through 11) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

6. CONFLICT OF INTEREST FORM

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with your proposal.

7. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

No contract award will be made unless these forms have been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

8. **AUTHORIZED SIGNATORIES/NEGOTIATORS FORM**

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

9. **DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal.

10. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E- Verification certification, attached to this solicitation.

11. Evaluation Criteria and Available Points:

A.	Administrative Capacity and Qualifications	25 points
B.	Organizational Experience	20 points
C.	Service Delivery Model	25 points
D.	Response to Consumer Needs	20 points
E.	Budget	10 points

SCOPE OF SERVICES

HRSA Definition:

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 where clients do not stay overnight. Emergency room or urgent care services are not considered outpatient settings. Allowable activities include:

- a. Medical history taking
- b. Physical examination
- c. Diagnostic testing, including laboratory testing
- d. Treatment and management of physical and behavioral health conditions
- e. Behavioral risk assessment, subsequent counseling, and referral
- f. Preventive care and screening
- g. Pediatric developmental assessment
- h. Prescription, and management of medication therapy
- i. Treatment adherence
- j. Education and counseling on health and prevention issues
- k. Referral to and provision of specialty care related to HIV diagnosis

I. Orlando EMA Service Philosophy: Outpatient Ambulatory Health Services (OAHS)

Ryan White HIV/AIDS Program (“RWHAP”) grant funds (hereinafter referred to as “Grant Funds”) may be used, in part, to cover the cost of certain professional diagnostic, laboratory, and therapeutic services rendered by a licensed physician, physician’s assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting, which shall not include a hospital, hospital emergency room, or any other type of inpatient treatment center (hereinafter referred to as “Service” or “Services”). Services shall be provided for eligible individuals who have been diagnosed with HIV/AIDS (hereinafter referred to as “Consumer”) in a manner consistent with the most recent U. S. Health and Human Services (“HHS”) and the Health Resources and Services Administration (HRSA) HIV/AIDS Bureau “Guide for HIV/AIDS Clinical Care” and the Public Health Services (PHS) Guidelines (<https://hab.hrsa.gov/sites/default/files/hab/clinical-quality-management/2014guide.pdf> and <https://aidsinfo.nih.gov/guidelines>); shall include antiretroviral therapies (“ART”) therapy and other drug therapies, as set forth herein, which shall include, but not be limited to, prophylaxis and treatment of opportunistic infections and combination of ART. Respiratory therapy and prescription eyeglasses needed as a result of HIV infection may be provided as part of the primary care services.

All Grant Funds associated with this contract shall be used solely for those consumers eligible for care in accordance with the RWHAP requirements.

II. Eligibility Requirements and Agency Responsibilities.

- A. Eligibility.

- 1) The agency shall confirm eligibility for each consumer, in writing, for both the Ryan White Part A Program and the qualifications for the specific service to be provided prior to authorizing the performance of any such Services. The agency shall retain a copy of such written confirmation in the consumer's file, with copies furnished to both the consumer and the recipient upon request. The agency shall recertify a consumer's eligibility no less than every six (6) months.
- 2) Upon confirming eligibility, the agency shall coordinate and provide, through its service providers, all services contemplated under this contract. Services shall be rendered in adherence to an established treatment care plan, as may be amended from time to time. No such service shall be approved, or provided by the agency through its service providers, without first confirming applicable consumer eligibility. The recipient has the authority to deny the agency's request for payment or reimbursement in any case where the applicable consumer eligibility has not been established.

B. Agency Responsibilities.

- 1) The agency shall ensure its compliance to the recipient with the following:
 - a.) Confirmation of eligibility for all consumers prior to performance of any services rendered under this contract, a copy of which shall be retained in the consumer's respective file. Copies of such eligibility notices shall be provided to the consumer and the recipient upon request.
 - b.) The agency shall ensure that only those services deemed as allowable by HHS and HRSA are rendered under this contract. Allowable services are as follows:
 - i) Diagnostic testing (including laboratory testing);
 - ii) Early intervention and risk assessment;
 - iii) Preventive care and screening;
 - iv) Practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions;
 - v) Prescribing and managing of medication therapy;
 - vi) Education and counseling on health issues;

- vii) Well-baby care;
 - viii) Continuing care and management of chronic conditions; and
 - ix) Referrals for the provision of HIV-related specialty care (including all medical sub-specialties such as ophthalmic and optometric services).
- c.) The agency shall ensure that all services rendered are provided in accordance with the following:
- i) Care is provided by health care professionals properly certified in their jurisdictions to prescribe medications in an outpatient setting such as a clinic, medical office, or mobile medical vehicle;
 - ii) Only allowable services (as shown above) are provided;
 - iii) Services are provided as part of the treatment of an HIV-infection;
 - iv) Referrals for specialty medical care relates to an HIV-infection and/or conditions arising from the use of HIV medications resulting in side effects;
 - v) Services are consistent with HHS guidelines; and
 - vi) Services are not being provided in an emergency room, hospital, or any other type of inpatient treatment center.

The agency shall provide documentation to the recipient to support the agency's compliance with the above requirements. All authorizations for specialty medical care shall be documented in the PROVIDE Enterprise, an approved electronic database management system used by all of the Ryan White Providers.

- d.) The agency shall ensure that all primary medical care for the treatment of HIV-infection includes the provision of care consistent with the Public Health Service ("PHS") guidelines.
- e.) The agency shall ensure that services include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

- f.) The agency shall ensure that consumer medical records document the services provided, the dates and frequency of services provided, and that the services are for the treatment of HIV infection.
- g.) The agency shall ensure the clinician's notes, in the consumer's records, are signed by the licensed provider of the services.
- h.) The agency shall ensure that documentation for laboratory tests are included in the consumer's medical record and provide for the following:
 - i) The number of laboratory tests performed;
 - ii) The certification, licenses, or Federal Drug Administration (FDA) approval of the laboratory from which tests were ordered; and
 - iii) The credentials of the individual ordering the tests.
- i.) The agency shall ensure that service providers set up and/participate in group and/or multidisciplinary team case conferences that include, as applicable or at a minimum two (2) times per grant year, the consumer's medical case manager, mental health provider, substance abuse treatment provider, housing case manager, and other providers participating in the care of the consumer. The agency shall produce documentation of participation which shall include, but not be limited to, date of the case conference, names and titles of the participants, bio-psychosocial issues and concerns identified, description of guidance and/or follow-up plan, and the results of implementing the guidance/follow-up.
- j.) The agency shall develop a communication system to ensure an effective open line of two-way contact between the individual service providers.
- k.) The agency shall protect consumer confidentiality and adhere to the Health Insurance Portability and Accountability Act ("HIPAA") regulations and the Orlando EMA Business Associate Agreement ("BA Agreement").
- l.) The agency shall take part in those grievance processes established by other service providers.

m.) The agency shall provide office space for use by other agencies funded by RWHP as indicated in the approved work plan. Offices shall be housed by agency professionals to render services to eligible consumers. Office space shall be available during the standard working hours of the agency. Such space shall be suitable for confidential sessions with the consumer.

n.) Specialty Care Services

a. Orange County

In the event that the Consumer requires specialized care, not otherwise available through the agency and its service providers, the agency shall coordinate such services through the Orange County Medical Clinic Division (hereinafter referred to as a "OCMC"). The agency shall issue referrals to OCMC and obtain all related information from the service provider in order to include in the consumer's medical record.

b. Lake, Osceola and Seminole Counties

In the event that the consumer requires specialized care, not otherwise available through the agency and its service providers, the agency shall coordinate such services by a specialty care provider (hereinafter referred to as a "Specialty Care Service Agreement") has been fully executed between the County and the specialty care service provider. The Agency shall retain a copy of any executed Specialty Care Service Agreement in their records. Failure by the agency to ensure the execution of such agreement prior to referral of a consumer for such care and/or treatment shall be a breach of this contract and may result in the denial of payment for such services.

III. Grant Award.

A. The total Grant award amount to the agency, under this contract, shall not exceed \$1,929,795 for the term of the contract. The disbursement of funds shall be subject to availability and appropriate budget authority.

B. Until otherwise provided with written notification from the recipient, the agency shall be authorized to incur costs not to exceed the amount issued

by the recipient on the Delivery Order (“DO”). The recipient will notify the agency of any increase to this dollar amount in writing in the form of a DO. In no event shall a DO authorize the reimbursement of costs exceeding the total grant award identified in subsection A above.

- C. Any increase in the total grant award for this contract shall require an amendment to the contract which requires approval by the County in writing and executed by both parties.
- D. Requests for payment or reimbursement that exceed the authorized award amount, without an approved Delivery Order or executed amendment to this contract, may be denied at the sole discretion of the recipient.

IV. Funding.

- A. The grant funds received under this contract shall be used solely for the coordination of allowable outpatient ambulatory medical care and diagnostic, preventative, and therapeutic services as contemplated herein.
- B. Use of grant funds for any provisions set forth in this section, may be deemed as a breach which may result in termination of this contract.
- C. The agency agrees to return any funds received under this contract for services provided to those consumers with incomplete eligibility documentation or for those deemed to be ineligible upon recipient’s review.
- D. The recipient reserves the right to deny payment for any requests for payment or reimbursement from the agency whereby the services rendered do not comply with this contract.
- E. Funding is limited and shall be based on availability. Funding amounts are not guaranteed and may be subject to change at the sole discretion of the recipient.

V. Data and Quality Management:

HIV services focus on access, utilization, retention, and adherence to primary health services for people living with HIV; therefore, outcome measures and indicators that have been established for the Orlando Eligible Metropolitan Area (“Orlando EMA”).

- A. **Service Unit Definition:** For quality management purposes, one (1) unit of service shall be measured by one (1) office visit.
- B. **Outcome Measures and Indicators:** At a minimum, all service providers shall adopt the outcome and indicators as established by the recipient in accordance with the HRSA standards and regulations, as applicable.

C. Service Documentation:

- 1) The service units shall be tracked to determine quality assurance, productivity, and for reporting purposes only.
- 2) In addition to the reporting requirements set forth in the contract, the agency shall report service activity on a monthly basis or as additionally requested by the recipient. Service activity shall include, but not be limited to, unduplicated consumers, number of visits, service units, demographics, risk factors, WICY (Women, Infants, Children and Youth) data, clinical outcomes, county of residence, or other data as described in this scope of services or as requested by the recipient.
- 3) Reports shall be collected using the recipient approved Electronic Data Management System, Provide Enterprise ("Provide") or other systems, as designated by the recipient.

D. Staffing Requirements/Qualifications:

- 1) The agency shall ensure that all services contemplated under this contract, shall be performed by duly licensed and certified physicians, physician's assistants, clinical nurse specialists, and/or nurse practitioners. The agency shall ensure that each service provider is certified in their jurisdiction to prescribe medications in an outpatient setting, such as a clinic, medical office, or mobile medical vehicle.
- 2) The agency shall ensure that all service provider's licenses and certifications are current and remain in good standing, in accordance with the applicable State and local laws, for the duration of the contract. Individual caregivers shall be licensed by the applicable licensing board of the Florida Department of Health. All physicians shall possess a Controlled Substance Registration License (DEA Certification) for prescribing controlled substances.
- 3) The agency shall procure and maintain the appropriate and valid licensure, in accordance with State and local laws. All such licenses shall remain current and in good standing for the entire term of the contract.

VI. Categorical Line-Item Budget:

- A. The agency shall submit to the recipient a categorical line-item budget for each term of the contract, whether the payment method is line-item budget, fixed-price unit rate, or another form of payment. If the contract amount is increased or decreased at any time during the contract term, the agency shall provide a revised budget within thirty (30) days of the funding change.

- B. The categorical line-item budget shall be approved by the recipient and the agency shall make all necessary changes recommended by the recipient.
- C. The agency shall use their approved condition of award budget (which shall include the categorical line-item budget) as an original budget. Any expenditure made by the agency relating to the contract, and the associated grant, shall not exceed ten-percent (10%) of the total contract amount, as applicable.
- D. The agency shall maintain sufficient resources to meet any expenses incurred during the period of time between the provision of services and payment by the recipient.

VII. Recordkeeping and Accounting Standards.

- A. The Federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (as sub-recipients) who receive grant funds shall demonstrate that they can adequately track, manage, and account for grant funds.
- B. The agency's financial management system shall have the capacity to segregate direct costs.
- C. In addition, the agency shall incorporate a timekeeping system that identifies employees' time and effort by service, funding source for each service category, and documentation for cost allocation.
- D. The agency shall provide monthly postings and closing of account records.
- E. The agency shall maintain an acceptable recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to the Ryan White Part A funding source.
- F. The agency shall have a basic accounting system which identifies the total cost of the agency's organization, and the agency shall make full use of the agency's financial accounting system to separate costs into cost centers.
- G. The agency shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.
- H. Any cost analysis system shall involve cost cooperation between the fiscal and program staff.

- I. Consultation and agreement with organization officials on the structure of general ledger accounts and the treatment of each type of cost shall facilitate appropriate allocation of costs.
- J. Service categories shall be as defined by the recipient in the contract to allow for service category cost identification. All activities involved in delivering the service category shall then be identified so that costs related to those activities can be captured in the service category cost center.

VIII. Billing Requirements and Payments:

A. Billing Requirements:

1) Billing for Services - Medical:

- a.) The agency shall submit all invoices and/or requests for reimbursement/invoice to the recipient by the fourth (4th) business day of each month. The agency understands that any unspent funds from any given calendar year shall not be carried forward to the following year.
- b.) The agency will not receive payment for work found by the recipient to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, or regulation.
- c.) Agency (sub-recipient) invoices shall be reviewed by the recipient and their fiscal staff for appropriateness and thoroughness. If, after review of an invoice, an issue or concern with the sub-recipient is identified, the recipient's staff will work with the agency to resolve the issue or concern. As part of this attempt, the recipient's staff may request clarification of any unusual, miscellaneous, excessive, or potentially unallowable charged invoiced by the agency. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the recipient's office will contact the Agency who shall provide detailed justifications and support. In the event the agency fails to provide such justification or clarification, the invoice amount will be reduced and expenses disallowed.
- d.) Invoices submitted to the recipient shall contain a minimum level of information including, but not limited to, the following:
 - i) Name of Agency;
 - ii) Agency address;
 - iii) Date of invoice;
 - iv) Invoice number;
 - v) Period of performance covered by invoice;

- vi) Description of goods and services reflected by the billings;
- vii) Current period of costs (with sufficient detail and backup information);
- viii) Sub-recipient contact person with respect to the invoice;
- ix) Statement that the funds expended are reasonable, allowable, and allocable;
- x) Statement that the costs are in compliance with the terms and conditions of the Contract; and
- xi) A PROVIDE Enterprise report or such additional information as may be requested by the recipient.

2) Billing for Services – Specialty Care (if applicable):

- a.) The agency shall submit a completed Health Insurance Claim Form 1500 (hereinafter referred to as “HICF”) for all services rendered during the prior month. (A copy of the Health Insurance Claim Form 1500 is available at www.countiesforcare.org).
- b.) The HICF form shall be completed in its entirety and shall provide a sufficient description of the services rendered in order to verify payment (e.g. consumer name, unique identifier, county of residency, services provided, including applicable CPT code, and a charge reflecting the negotiated rate). Any HICF form that is incomplete or which fails to provide the necessary supporting documentation will be deemed incomplete and rejected.
- c.) The agency shall actively pursue and bill any third-party coverage for available contribution toward the cost of services incurred by the consumer.
- d.) The agency shall reimburse the recipient any monies that may have been received from any third-party coverage, after payment has been made by the recipient. Reimbursements shall be any amounts received up to the amount paid by the recipient. The agency shall report to the recipient any payment received from, or any pending claims with, any third-party when submitting requests for reimbursement to the recipient.
- e.) All completed HICF forms shall be submitted to the recipient for review and approval no later than the fourth (4th) business day of each month and shall include all supporting documentation necessary for processing. HICF forms received after the fourth (4th) business day of each month will be deemed as late and may result in delayed, reduced, or denial of payment, in the sole discretion of the recipient.

- f.) All HICF forms for tests, procedures, and services that are not listed on the Medicare Part B Fee Schedule will be made at a rate not to exceed 150% of the Medicare Part B Fee Schedule unless otherwise pre-approved in writing through a recipient waiver.
- g.) For all invoices or requests for payment relating to specialty medical care, the agency shall provide a copy of the associated authorization form for such services.

3) Billing Services – Cost Reimbursement

- 1. This will be a cost reimbursement contract. The recipient will pay the agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of the contract for a total dollar amount not to exceed \$89,100. Total reimbursement shall not exceed \$44,550 per position for position including salaries, benefits, operational and administrative costs.
- 2. The budget cost reimbursement invoice shall include the following:
 - a. Salaries.
 - i. For any position that is fully or partially paid for from Ryan White Part A funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
 - ii. The agency shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.
 - b. Fringe Benefits.
 - i. The agency shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.¹¹ The Consolidated Appropriations Act, 2012 (P.O. 112-74), enacted December 23, 2011, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of an Executive Level II.

- ii. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.

B. Payments

- 1.) Upon receipt, review, and approval of the agency's completed HICF form for compliance with the contract provisions, the recipient will authorize payment. Such payments will be made through its authorized third-party designee for the associated contract period.
- 2.) The overall period for reimbursement of approved HICF forms may take up to forty-five (45) days from the date of approval by the recipient. Those HICF forms submitted by the agency determined by the recipient to be incomplete, or those failing to include all of the required supporting documentation, will be rejected and may result in a delay of processing or potential denial of payment.

IX. Indemnification, Safety and Insurance Requirements:

- A. **Indemnification.** To the fullest extent permitted by law, the agency shall defend, indemnify, and hold harmless the County, as recipient, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the agency or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the agency is a State Department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.
- B. **Protection of Persons and Property.** The agency shall initiate, maintain, and supervise all safety precautions and programs in connection with the performance of the contract.

The agency shall take all reasonable precautions for the safety and protection of:

All employees and all persons whom the agency allows to be on the premises and other persons who may be affected thereby;

All property, material, and equipment on the premises under the care, custody, or control of the agency; and

The agency agrees that the County does not guarantee the security of any equipment or personal property brought by the agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

The agency shall comply with, and ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the follow:

Occupational Safety & Health Act (OSHA)

National Institute for Occupational Safety & Health (NIOSH)

National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed only at the address below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

In any emergency affecting the safety of persons or property, the agency shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

X. General Conditions of Award:

A. Service Locations, Days, and Hours of Operation

Services shall be provided in Orange, Seminole, Lake and Osceola Counties. Hours of operation shall be available at least Monday - Friday: 8:00 am - 5:00 pm. The agency shall submit a listing of planned holidays as part of the work plan narrative.

B. Languages

Service providers shall demonstrate cultural sensitivity and proficiency, and demonstrate linguistic competency, including the capacity to provide Services in English, Spanish and Creole. Interpreters for Consumers requiring special assistance, such as visually or hearing impaired persons shall be available. When Consumers prefer another language or require special assistance, due to circumstances such as illiteracy or the need of a translator, such special assistance shall be made available as appropriate.

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

_____ (Signature)	_____ (Date)
_____ (Title)	
_____ (Name of Business)	

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

E VERIFICATION CERTIFICATION

Contract No.Y17-1018-DG

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y17-1018-DG, Health and Support Services for Persons with HIV Spectrum Disease – Ryan White Part A**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder
Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC

agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal) _____
Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the

BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

- 1. PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
- 2. INSURED:** Legal name and address of the entity entering into the contract or agreement
- 3. INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
- 4. ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
- 5. SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
- 6. POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
- 7. POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
- 8. LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
- 9. AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
- 10. WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
- 11. OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
- 12. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
- 13. CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
- 14. AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

ATTACHMENT A

Contract # Y17-1018-DG

This Contract is made as of the ____ day of _____, 2017 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____ [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR’S responsibility under this Contract is to provide professional/consultation services in the area of health and support services for persons with HIV Spectrum Disease – Ryan White Part A, as more specifically set forth in the Scope of Work detailed in Attachment “A”.

The COUNTY’S representative/liaison during the performance of this Contract shall be John Goodrich, telephone no. 407-836-7689.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on _____ and complete all services by _____.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Attachment “A”.

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of _____ (____) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY’S rights and obligations with respect to the extent as if the order were completed during the contract’s performance period.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed _____ Dollars (\$_____). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY

on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 - INSURANCE REQUIREMENTS:

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Optional Coverage:

Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S

judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-Contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its sub-Contractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

ARTICLE 15 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 18 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 20 – EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race,

religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 26 - REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 27 - CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor/Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor/Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 28 - TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 29 – VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 30 – LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 31 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 32 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

and if sent to the CONTRACTOR shall be mailed to:

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Woodell, MPA, CPPO, CFCM, C.P.M.
Procurement Division Manager

Signature

Date

Typed Name

Title

Date

SCOPE OF SERVICES

HRSA Definition:

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 where clients do not stay overnight. Emergency room or urgent care services are not considered outpatient settings. Allowable activities include:

- a. Medical history taking
- b. Physical examination
- c. Diagnostic testing, including laboratory testing
- d. Treatment and management of physical and behavioral health conditions
- e. Behavioral risk assessment, subsequent counseling, and referral
- f. Preventive care and screening
- g. Pediatric developmental assessment
- h. Prescription, and management of medication therapy
- i. Treatment adherence
- j. Education and counseling on health and prevention issues
- k. Referral to and provision of specialty care related to HIV diagnosis

I. Orlando EMA Service Philosophy: Outpatient Ambulatory Health Services (OAHS)

Ryan White HIV/AIDS Program (“RWHAP”) grant funds (hereinafter referred to as “Grant Funds”) may be used, in part, to cover the cost of certain professional diagnostic, laboratory, and therapeutic services rendered by a licensed physician, physician’s assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting, which shall not include a hospital, hospital emergency room, or any other type of inpatient treatment center (hereinafter referred to as “Service” or “Services”). Services shall be provided for eligible individuals who have been diagnosed with HIV/AIDS (hereinafter referred to as “Consumer”) in a manner consistent with the most recent U. S. Health and Human Services (“HHS”) and the Health Resources and Services Administration (HRSA) HIV/AIDS Bureau “Guide for HIV/AIDS Clinical Care” and the Public Health Services (PHS) Guidelines (<https://hab.hrsa.gov/sites/default/files/hab/clinical-quality-management/2014guide.pdf> and <https://aidsinfo.nih.gov/guidelines>); shall include antiretroviral therapies (“ART”) therapy and other drug therapies, as set forth herein, which shall include, but not be limited to, prophylaxis and treatment of opportunistic infections and combination of ART. Respiratory therapy and prescription eyeglasses needed as a result of HIV infection may be provided as part of the primary care services.

All Grant Funds associated with this contract shall be used solely for those consumers eligible for care in accordance with the RWHAP requirements.

II. Eligibility Requirements and Agency Responsibilities.

A. Eligibility.

1. The agency shall confirm eligibility for each consumer, in writing, for both the Ryan White Part A Program and the qualifications for the specific service to be provided prior to authorizing the performance of any such Services. The agency shall retain a copy of such written confirmation in the consumer's file, with copies furnished to both the consumer and the recipient upon request. The agency shall recertify a consumer's eligibility no less than every six (6) months.
2. Upon confirming eligibility, the agency shall coordinate and provide, through its service providers, all services contemplated under this contract. Services shall be rendered in adherence to an established treatment care plan, as may be amended from time to time. No such service shall be approved, or provided by the agency through its service providers, without first confirming applicable consumer eligibility. The recipient has the authority to deny the agency's request for payment or reimbursement in any case where the applicable consumer eligibility has not been established.

B. Agency Responsibilities.

- 1) The agency shall ensure its compliance to the recipient with the following:
 - a. Confirmation of eligibility for all consumers prior to performance of any services rendered under this contract, a copy of which shall be retained in the consumer's respective file. Copies of such eligibility notices shall be provided to the consumer and the recipient upon request.
 - b. The agency shall ensure that only those services deemed as allowable by HHS and HRSA are rendered under this contract. Allowable services are as follows:
 - i. Diagnostic testing (including laboratory testing);
 - ii. Early intervention and risk assessment;
 - iii. Preventive care and screening;
 - iv. Practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions;
 - v. Prescribing and managing of medication therapy;

- vi. Education and counseling on health issues;
 - vii. Well-baby care;
 - viii. Continuing care and management of chronic conditions; and
 - ix. Referrals for the provision of HIV-related specialty care (including all medical sub-specialties such as ophthalmic and optometric services).
- c. The agency shall ensure that all services rendered are provided in accordance with the following:
- i. Care is provided by health care professionals properly certified in their jurisdictions to prescribe medications in an outpatient setting such as a clinic, medical office, or mobile medical vehicle;
 - ii. Only allowable services (as shown above) are provided;
 - iii. Services are provided as part of the treatment of an HIV-infection;
 - iv. Referrals for specialty medical care relates to an HIV-infection and/or conditions arising from the use of HIV medications resulting in side effects;
 - v. Services are consistent with HHS guidelines; and
 - vi. Services are not being provided in an emergency room, hospital, or any other type of inpatient treatment center.

The agency shall provide documentation to the recipient to support the agency's compliance with the above requirements. All authorizations for specialty medical care shall be documented in the PROVIDE Enterprise, an approved electronic database management system used by all of Ryan White Providers..

- d. The agency shall ensure that all primary medical care for the treatment of HIV-infection includes the provision of care consistent with the Public Health Service ("PHS") guidelines.
- e. The agency shall ensure that services include access to antiretroviral and other drug therapies, including prophylaxis

and treatment of opportunistic infections and combination antiretroviral therapies.

- f. The agency shall ensure that consumer medical records document the services provided, the dates and frequency of services provided, and that the services are for the treatment of HIV infection.
- g. The agency shall ensure the clinician's notes, in the consumer's records, are signed by the licensed provider of the services.
- h. The agency shall ensure that documentation for laboratory tests are included in the consumer's medical record and provide for the following:
 - i. The number of laboratory tests performed;
 - ii. The certification, licenses, or Federal Drug Administration (FDA) approval of the laboratory from which tests were ordered; and
 - iii. The credentials of the individual ordering the tests.
- i. The agency shall ensure that service providers set up and/participate in group and/or multidisciplinary team case conferences that include, as applicable or at a minimum two (2) times per grant year, the consumer's medical case manager, mental health provider, substance abuse treatment provider, housing case manager, and other providers participating in the care of the consumer. The agency shall produce documentation of participation which shall include, but not be limited to, date of the case conference, names and titles of the participants, bio-psychosocial issues and concerns identified, description of guidance and/or follow-up plan, and the results of implementing the guidance/follow-up.
- j. The agency shall develop a communication system to ensure an effective open line of two-way contact between the individual service providers.
- k. The agency shall protect consumer confidentiality and adhere to the Health Insurance Portability and Accountability

Act (“HIPAA”) regulations and the Orlando EMA Business Associate Agreement (“BA Agreement”).

- I. The agency shall take part in those grievance processes established by other service providers.

- m. The agency shall provide office space for use by other agencies funded by RWHP as indicated in the approved work plan. Offices shall be housed by agency professionals to render services to eligible consumers. Office space shall be available during the standard working hours of the agency. Such space shall be suitable for confidential sessions with the consumer.

- n. Specialty Care Services

a. Orange County

In the event that the Consumer requires specialized care, not otherwise available through the agency and its service providers, the agency shall coordinate such services through the Orange County Medical Clinic Division (hereinafter referred to as a “OCMC”). The agency shall issue referrals to OCMC and obtain all related information from the service provider in order to include in the consumer’s medical record.

b. Lake, Osceola and Seminole Counties

In the event that the consumer requires specialized care, not otherwise available through the agency and its service providers, the agency shall coordinate such services by a specialty care provider (hereinafter referred to as a “Specialty Care Service Agreement”) has been fully executed between the County and the specialty care service provider. The Agency shall retain a copy of any executed Specialty Care Service Agreement in their records. Failure by the agency to ensure the execution of such agreement prior to referral of a consumer for such care and/or treatment shall be a breach of this contract and may result in the denial of payment for such services.

III. Grant Award.

- A.** The total Grant award amount to the agency, under this contract, shall not exceed \$1,929,795 for the term of the contract. The disbursement of funds shall be subject to availability and appropriate budget authority.
- B.** Until otherwise provided with written notification from the recipient, the agency shall be authorized to incur costs not to exceed the amount issued by the recipient on the Delivery Order (“DO”). The recipient will notify the agency of any increase to this dollar amount in writing in the form of a DO. In no event shall a DO authorize the reimbursement of costs exceeding the total grant award identified in subsection A above.
- C.** Any increase in the total grant award for this contract shall require an amendment to the contract which requires approval by the County in writing and executed by both parties.
- D.** Requests for payment or reimbursement that exceed the authorized award amount, without an approved Delivery Order or executed amendment to this contract, may be denied at the sole discretion of the recipient.

IV. Funding.

- A.** The grant funds received under this contract shall be used solely for the coordination of allowable outpatient ambulatory medical care and diagnostic, preventative, and therapeutic services as contemplated herein.
- B.** Use of grant funds for any provisions set forth in this section, may be deemed as a breach which may result in termination of this contract.
- C.** The agency agrees to return any funds received under this contract for services provided to those consumers with incomplete eligibility documentation or for those deemed to be ineligible upon recipient’s review.
- D.** The recipient reserves the right to deny payment for any requests for payment or reimbursement from the agency whereby the services rendered do not comply with this contract.
- E.** Funding is limited and shall be based on availability. Funding amounts are not guaranteed and may be subject to change at the sole discretion of the recipient.

V. Data and Quality Management:

HIV services focus on access, utilization, retention, and adherence to primary health services for people living with HIV; therefore, outcome measures and

indicators that have been established for the Orlando Eligible Metropolitan Area (“Orlando EMA”).

A. Service Unit Definition: For quality management purposes, one (1) unit of service shall be measured by one (1) office visit.

B. Outcome Measures and Indicators: At a minimum, all service providers shall adopt the outcome and indicators as established by the recipient in accordance with the HRSA standards and regulations, as applicable.

C. Service Documentation:

- 1) The service units shall be tracked to determine quality assurance, productivity, and for reporting purposes only.
- 2) In addition to the reporting requirements set forth in the contract, the agency shall report service activity on a monthly basis or as additionally requested by the recipient. Service activity shall include, but not be limited to, unduplicated consumers, number of visits, service units, demographics, risk factors, WICY (Women, Infants, Children and Youth) data, clinical outcomes, county of residence, or other data as described in this scope of services or as requested by the recipient.
- 3) Reports shall be collected using the recipient approved Electronic Data Management System, Provide Enterprise (“Provide”) or other systems, as designated by the recipient.

D. Staffing Requirements/Qualifications:

1. The agency shall ensure that all services contemplated under this contract, shall be performed by duly licensed and certified physicians, physician’s assistants, clinical nurse specialists, and/or nurse practitioners. The agency shall ensure that each service provider is certified in their jurisdiction to prescribe medications in an outpatient setting, such as a clinic, medical office, or mobile medical vehicle.
2. The agency shall ensure that all service provider’s licenses and certifications are current and remain in good standing, in accordance with the applicable State and local laws, for the duration of the contract. Individual caregivers shall be licensed by the applicable licensing board of the Florida Department of Health. All physicians shall possess a Controlled Substance Registration License (DEA Certification) for prescribing controlled substances.

3. The agency shall procure and maintain the appropriate and valid licensure, in accordance with State and local laws. All such licenses shall remain current and in good standing for the entire term of the contract.

VI. Categorical Line-Item Budget:

- A. The agency shall submit to the recipient a categorical line-item budget for each term of the contract, whether the payment method is line-item budget, fixed-price unit rate, or another form of payment. If the contract amount is increased or decreased at any time during the contract term, the agency shall provide a revised budget within thirty (30) days of the funding change.
- B. The categorical line-item budget shall be approved by the recipient and the agency shall make all necessary changes recommended by the recipient.
- C. The agency shall use their approved condition of award budget (which shall include the categorical line-item budget) as an original budget. Any expenditure made by the agency relating to the contract, and the associated grant, shall not exceed ten-percent (10%) of the total contract amount, as applicable.
- D. The agency shall maintain sufficient resources to meet any expenses incurred during the period of time between the provision of services and payment by the recipient.

VII. Recordkeeping and Accounting Standards.

- A. The Federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (as sub-recipients) who receive grant funds shall demonstrate that they can adequately track, manage, and account for grant funds.
- B. The agency's financial management system shall have the capacity to segregate direct costs.
- C. In addition, the agency shall incorporate a timekeeping system that identifies employees' time and effort by service, funding source for each service category, and documentation for cost allocation.
- D. The agency shall provide monthly postings and closing of account records.

- E.** The agency shall maintain an acceptable recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to the Ryan White Part A funding source.
- F.** The agency shall have a basic accounting system which identifies the total cost of the agency's organization, and the agency shall make full use of the agency's financial accounting system to separate costs into cost centers.
- G.** The agency shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.
- H.** Any cost analysis system shall involve cost cooperation between the fiscal and program staff.
- I.** Consultation and agreement with organization officials on the structure of general ledger accounts and the treatment of each type of cost shall facilitate appropriate allocation of costs.
- J.** Service categories shall be as defined by the recipient in the contract to allow for service category cost identification. All activities involved in delivering the service category shall then be identified so that costs related to those activities can be captured in the service category cost center.

VIII. Billing Requirements and Payments:

A. Billing Requirements:

1. Billing for Services - Medical:
 - a.) The agency shall submit all invoices and/or requests for reimbursement/invoice to the recipient by the fourth (4th) business day of each month. The agency understands that any unspent funds from any given calendar year shall not be carried forward to the following year.
 - b.) The agency will not receive payment for work found by the recipient to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, or regulation.
 - c.) Agency (sub-recipient) invoices shall be reviewed by the recipient and their fiscal staff for appropriateness and thoroughness. If, after review of an invoice, an issue or

concern with the sub-recipient is identified, the recipient's staff will work with the agency to resolve the issue or concern. As part of this attempt, the recipient's staff may request clarification of any unusual, miscellaneous, excessive, or potentially unallowable charges invoiced by the agency. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the recipient's office will contact the Agency who shall provide detailed justifications and support. In the event the agency fails to provide such justification or clarification, the invoice amount will be reduced and expenses disallowed.

- d.) Invoices submitted to the recipient shall contain a minimum level of information including, but not limited to, the following:
 - i) Name of Agency;
 - ii) Agency address;
 - iii) Date of invoice;
 - iv) Invoice number;
 - v) Period of performance covered by invoice;
 - vi) Description of goods and services reflected by the billings;
 - vii) Current period of costs (with sufficient detail and backup information);
 - viii) Sub-recipient contact person with respect to the invoice;
 - ix) Statement that the funds expended are reasonable, allowable, and allocable;
 - x) Statement that the costs are in compliance with the terms and conditions of the Contract; and
 - xi) A PROVIDE Enterprise report or such additional information as may be requested by the recipient.

2. Billing for Services – Specialty Care (if applicable):

- a.) The agency shall submit a completed Health Insurance Claim Form 1500 (hereinafter referred to as "HICF") for all services rendered during the prior month. (A copy of the Health Insurance Claim Form 1500 is available at www.countiesforcare.org).
- b.) The HICF form shall be completed in its entirety and shall provide a sufficient description of the services rendered in order to verify payment (e.g. consumer name, unique identifier, county of residency, services provided, including applicable CPT code, and a charge reflecting the negotiated rate). Any HICF form that is incomplete or which fails to provide the necessary supporting documentation will be deemed incomplete and rejected.

- c.) The agency shall actively pursue and bill any third-party coverage for available contribution toward the cost of services incurred by the consumer.
- d.) The agency shall reimburse the recipient any monies that may have been received from any third-party coverage, after payment has been made by the recipient. Reimbursements shall be any amounts received up to the amount paid by the recipient. The agency shall report to the recipient any payment received from, or any pending claims with, any third-party when submitting requests for reimbursement to the recipient.
- e.) All completed HICF forms shall be submitted to the recipient for review and approval no later than the fourth (4th) business day of each month and shall include all supporting documentation necessary for processing. HICF forms received after the fourth (4th) business day of each month will be deemed as late and may result in delayed, reduced, or denial of payment, in the sole discretion of the recipient.
- f.) All HICF forms for tests, procedures, and services that are not listed on the Medicare Part B Fee Schedule will be made at a rate not to exceed 150% of the Medicare Part B Fee Schedule unless otherwise pre-approved in writing through a recipient waiver.
- g.) For all invoices or requests for payment relating to specialty medical care, the agency shall provide a copy of the associated authorization form for such services.

3) Billing Services – Cost Reimbursement

- a. This will be a cost reimbursement contract. The recipient will pay the agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of the contract for a total dollar amount not to exceed \$89,100. Total reimbursement shall not exceed \$44,550 per position for position including salaries, benefits, operational and administrative costs.
- b. The budget cost reimbursement invoice shall include the following:
 - i. Salaries.
 - a. For any position that is fully or partially paid for from Ryan White Part A funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed

one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.

- b. The agency shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.

ii. Fringe Benefits.

- a. The agency shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.¹¹ The Consolidated Appropriations Act, 2012 (P.O. 112-74), enacted December 23, 2011, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of an Executive Level II.
- b. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.

B. Payments

- 1. Upon receipt, review, and approval of the agency's completed HICF form for compliance with the contract provisions, the recipient will authorize payment. Such payments will be made through its authorized third-party designee for the associated contract period.
- 2. The overall period for reimbursement of approved HICF forms may take up to forty-five (45) days from the date of approval by the recipient. Those HICF forms submitted by the agency determined by the recipient to be incomplete, or those failing to include all of the required supporting documentation, will be rejected and may result in a delay of processing or potential denial of payment.

IX. Indemnification, Safety and Insurance Requirements:

- A. Indemnification.** To the fullest extent permitted by law, the agency shall defend, indemnify, and hold harmless the County, as recipient, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including

attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the agency or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the agency is a State Department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.

- B. Protection of Persons and Property.** The agency shall initiate, maintain, and supervise all safety precautions and programs in connection with the performance of the contract.

The agency shall take all reasonable precautions for the safety and protection of:

All employees and all persons whom the agency allows to be on the premises and other persons who may be affected thereby;

All property, material, and equipment on the premises under the care, custody, or control of the agency; and

The agency agrees that the County does not guarantee the security of any equipment or personal property brought by the agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

The agency shall comply with, and ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the follow:

Occupational Safety & Health Act (OSHA)

National Institute for Occupational Safety & Health (NIOSH)

National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed only at the address below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

In any emergency affecting the safety of persons or property, the agency shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

X. General Conditions of Award:

A. Service Locations, Days, and Hours of Operation

Services shall be provided in Orange, Seminole, Lake and Osceola Counties. Hours of operation shall be available at least Monday - Friday: 8:00 am - 5:00 pm. The agency shall submit a listing of planned holidays as part of the work plan narrative.

B. Languages

Service providers shall demonstrate cultural sensitivity and proficiency, and demonstrate linguistic competency, including the capacity to provide Services in English, Spanish and Creole. Interpreters for Consumers requiring special assistance, such as visually or hearing impaired persons shall be available. When Consumers prefer another language or require special assistance, due to circumstances such as illiteracy or the need of a translator, such special assistance shall be made available as appropriate.

ATTACHMENT B

**ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT
Between
ORANGE COUNTY, FLORIDA AND INSERT NAME
REGARDING
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2016 by and between, ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the “County”), through its Health Services Department (the “Covered Entity”), and _____ a _____ corporation (the “Business Associate”). The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Orange County meets the definitions of a Covered Entity 45 CFR §164.103.

WHEREAS, Orange County has been designated as a Hybrid Entity under the HIPAA Privacy and Security Rules 45 CFR §164.105.

WHEREAS, Orange County, as a Covered Entity, pursuant to 45 CFR §164.105(a)(2)(iii)(D) has documented that Orange County’s Health Services Department is a health care component of the County and as such will be treated as a “Covered Entity.”

WHEREAS, in connection with providing services to the Covered Entity (“Services”) by the Business Associate, the Covered Entity discloses to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164.

WHEREAS, the HIPAA Privacy and Security Rules requires that Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to or on behalf of Covered Entity; and

WHEREAS, the purpose of this Agreement is to comply with the requirements of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes.

WHEREAS, the County (on behalf the Covered Entity) and Business Associate may have previously entered into, or intend to enter into, a contract for services known as Contract# Y17-1018 and the Parties wish to amend that Contract by adopting this Business Associate Agreement,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the Parties agree as follows:

I. INCORPORATION OF RECITALS

1.1 Recitals Incorporated. The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.

1.2 HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, Section 501.171, Florida Statutes. Incorporated.

1.3 The Parties hereby incorporated into the Agreement, the requirements and obligations imposed upon them by the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes. To the extent that the Agreement imposed more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes, those more stringent requirements of the Agreement will control.

2. DEFINITIONS. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.

2.1 Breach. Breach shall have the meaning given to such term as found in 45 CFR § 164.402, and the Florida Information Protection Act, § 501.171, Florida Statutes.

2.2 Designated Record Set. A group of records maintained by or for a covered entity that is: (A) The medical records and billing records about individuals maintained by or for a covered health care provider; (B) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (C) Used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

2.3 Disclosure. The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

- 2.4 Florida Information Protection Act.** Florida Information Protection Act (“FIPA”) codified at Section 501.171, Florida Statutes.
- 2.5 HIPAA Privacy and Security Rules.** Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
- 2.6 Individual.** The person who is the subject of PHI, and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 2.7 Individually Identifiable Health Information.** Information that is a subset of health information, including demographic information collected from an individual, and: (A) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (B) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 2.8 Party or Parties.** Are the terms the Covered Entity and Business Associate may be referred to in this Agreement, individually or collectively.
- 2.9 Privacy Officer.** The individual designated by the County or Covered Entity, pursuant to 45 CFR § 164.530, who is responsible for the development and implementation of the Covered Entity’s policies and procedures as they related to the HIPAA Privacy and Security Rules.
- 2.10 Personal Information.** Personal Information (“PI”) means either of the following:
- 2.10.1** An individual’s initials, first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - 2.10.1.1** A social security number;
 - 2.10.1.2** A driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - 2.10.1.3** A financial account number or credit or debit card number in combination with any required security

code, access code, or password that is necessary to permit access to an individual's financial account;

2.10.1.4 Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

2.10.1.5 An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

2.10.1.6 Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards"

2.10.1.7 The term does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

2.10.2 A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2.10.3 The PI provided under this Agreement shall be as more specifically identified in **BAA Attachment "A"** attached hereto and incorporated by this reference.

2.11 Protected Health Information. Protected Health Information ("PHI") is individual identifiable health information that is or has been created, received, transmitted or maintained in any form or medium, on or behalf of the Covered Entity, with the exception of education records covered by the Family Educational Rights and Privacy Act, as amend, 20 U.S.C. 1232g, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request. The PHI provided under this Agreement shall be as more specifically identified

in **BAA Attachment “B”** attached hereto and incorporated by this reference.

- 2.12 Required by law.** Required by law shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- 2.13 Secretary of HHS.** Secretary of Health and Human Services or any other officer or employee of Health and Human Services (“HHS”) to whom the authority involved has been delegated.
- 2.14 Security Incident or Incident.** Security Incident or Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI contained in any form or interference with system operations in an information system that contains PHI or PI.
- 2.15 Use.** Use shall mean the sharing, employment, application, utilization, examination, or analysis of PI or PHI within an entity that maintains such information.

III. SCOPE OF AGREEMENT

- 3.1 INDEPENDENT STATUS OF PARTIES.** The Parties agree that they are and shall be independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA as it may be amended from time to time. The Parties further agree that they are and shall be responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. The Parties agree that they are and shall independently maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.
- 3.2** Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, the County, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

IV. PRIVACY OF PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION.

- 4.1 Permitted Uses and Disclosures of PHI and PI by Business Associate.** Business Associate may use or disclosure PHI and PI received from Covered Entity to its officers and employees. Business

Associate may disclose PHI and PI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PI on its behalf if the Business Associate obtains satisfactory assurances in accordance with 45 CFR §164.504(e)(1)(i) and § 501.171(2) that the subcontractor will appropriately safeguard the information. All other uses or disclosures not authorized by this Agreement or otherwise governed by law are prohibited.

4.2 Responsibilities of Business Associate. Regarding the use or disclosure of PHI and PI, Business Associate agrees to:

4.2.1 Only use or further disclose the PHI and PI as allowable under this Agreement or applicable law.

4.2.2 Only use or further disclosure PHI and PI in a manner that would not violate the HIPAA Privacy and Security Rules or FIPA if done so by the Covered Entity.

4.2.3 Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PI for mitigating to the greatest extents possible under the circumstances any deleterious effects from any improper access, use, or disclosure of PHI and PI that Business Associate reports to Covered Entity. Safeguards shall include, but are not limited to, the implementation and use of electronic security measures to safeguard electronic data, requiring employees to agree to access, use, or disclose PHI and PI only as permitted or required by this Agreement and taking related disciplinary action for inappropriate access, use or disclosure as necessary.

4.2.4 Report to Covered Entity's Privacy Officer, in writing, any suspected or confirmed access, use or disclosure of PHI or PI, regardless of form, not permitted or required by this Agreement of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use or disclosure.

4.2.5 Ensure that Business Associate's subcontractors or agents to whom Business Associate provides PHI or PI, received from, created, or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PI, and ensure that its subcontractors or agents agree to establish and

implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

- 4.2.6** In order to determine compliance with HIPAA Privacy and Security Rules and FIPA, the Business Associate must make its records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the Covered Entity's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida, Department of Legal Affairs to determine the Covered Entity's compliance with FIPA.
- 4.2.7** Use or disclosure to its subcontractors, agents, other third parties, and Covered Entity, only the minimum PHI and PI necessary to perform or fulfill a specific function required or permitted hereunder.
- 4.2.8** Provide information to Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from Covered Entity, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 4.2.9** At the request, of, and in the time and manner designated by Covered Entity, provide access to the PHI and PI maintained by Business Associate to Covered Entity or individual, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 4.2.10** At the request, of and in the time and manner designated by Covered Entity, make any amendment(s) to the PHI and PI when directed by Covered Entity, if Business Associate maintains a Designated Record Set on behalf of Covered Entity.
- 4.2.11** Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PI Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.
- 4.2.12** Report to Covered Entity any Security Incident involving PHI and PI that Business Associate discovers.

4.3 Compliance with Covered Entity's Policies. Business Associate hereby agrees to abide by Covered Entity's policies and practices relating to the confidentiality, privacy, and security of PHI and PI.

4.4 Use of PHI and PI for Management and Administration or Legal Responsibilities of Business Associate. The Business Associate may use PHI and PI received by the Covered Entity pursuant to this Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

However, Business Associate will only be allowed to use PHI and PI for the aforementioned uses if (A) the disclosure is required by law; or (b) the Business Associate obtains reasonable assurances from the person to whom the PHI and PI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PI.

4.5 Data Aggregation Services. With respect to PHI and PI created or received by the Business Associate in its capacity as the Business Associate of the Covered Entity, Business Associate may combine such PHI and PI it has received from the Covered Entity with the PHI and PI received by the Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analysis that relate to the health care operation of the respective Covered Entity, if data analyses is part of the Services that Business Associate is to provide to Covered Entity.

4.6 Compliance. Business Associate agrees to keep all PHI and PI confidential and secure in compliance with the provisions of this Agreement and according to current state and federal laws.

V. CONFIDENTIALITY

5.1 In the course of performing under this Agreement, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential ("Confidential Information") of the other Party.

5.2 For purposes of this Agreement, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Agreement.

The Parties including their employees, agents, or representatives shall (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (B) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

- 5.3 This provision shall not apply to Confidential Information: (A) after it becomes publically available through **no fault** of either Party; (B) which is later publically released by either Party in writing; (C) which is lawfully obtained from third parties without restrictions; or (D) which can be shown to be previously known or developed by either Party independently of the other Party.

VI. SECURITY

6.1 Security of Electronic Protected Health Information and Personal Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI (as defined in 45 C.F.R. §160.103) and PI (as defined by § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules and FIPA.

6.2 Reporting Security Incidents. Business Associate will report to the Covered Entity and County's Privacy Officer any Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of Electronic PHI or PI; or (2) (a) modification or destruction of Electronic PHI or PI or (b) interference with system operations in an information system containing Electronic PHI or PI.

VII. REPORTING REQUIREMENTS

7.1 Reporting. The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Agreement.

7.2 To Covered Entity. The Business Associate will report to the Covered Entity and the County's Privacy Officer, within (2) business days of discovery, any use or disclosure of PHI or PI not provided for in this Agreement of which the Business Associate is aware. The Business

Associate will report to the Covered Entity and the County's Privacy Officer within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured PHI and PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

Title: Orange County's Privacy Officer,
Health Services Department
Telephone: (407)836-9214
Fax: (407)836-2856
Address: 2002 A. E. Michigan Street, Orlando, FL 32806
E-Mail: privacy.officer@ocfl.net

7.2.1 Reports of Security Incidents shall include a detailed description of each Incident, at a minimum to include the date of the Incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc., and the identities of the individual(s) and their relationship to the Business Associate, a description of the Business's response to each Incident, and the name and title of the individual the Covered Entity should contact for additional information.

7.2.2 Business Associate will conduct such further investigation as is reasonable required by the Covered Entity and promptly advise the Covered Entity of additional information pertinent to the Incident.

7.2.3 Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Security Incident(s).

7.2.4 Business Associate will cooperate with Covered Entity in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to 501.171 and 817.5681, Florida Statutes), and in taking steps determined by Covered Entity to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay and/or reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of, and/or mitigating potential harm caused by a Security Incident caused by Business Associate and/or its subcontractors or agents.

7.3 To Individuals. In the case of a breach of PHI or PI discovered by the Business Associate, the Business Associate shall first notify the Covered Entity and the County's Privacy Officer of the pertinent details of the breach and upon prior approval of the County's Privacy Officer shall notify

each individual whose unsecured PHI or PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

- 7.4 To Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PI or more than five thousand (5000) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 7.5 To HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS, of unsecured PHI and to the State of Florida, Department of Legal Affairs of unsecured PI that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.
- 7.6 Content of Notices.** All notices required under this Attachment shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals except that references therein to a "covered entity" shall be read as references to the Business Associate.

Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (2) a description of the types of unsecured PHI and PI that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

7.7 Notice to Credit Reporting Agencies. In the case of a breach of PI discovered by the Business Associate where the unsecured PI of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of § 501.171(5).

7.8 Financial Responsibility. The Business Associate shall be responsible for all costs related to the notice required by this Section.

7.9 Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PI in violation of this Agreement, the HIPAA Privacy and Rules, and FIPA.

VIII. TERMINATION

8.1 Automatic Termination. Covered Entity is authorized to automatically terminate this Agreement if it determines that the Business Associate has violated a material term of the Agreement.

8.2 Opportunity to Cure or Terminate. At the Covered Entity's sole discretion, Covered Entity may either; (a) provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach, or end the violation within the reasonable time specified by Covered Entity; or (b) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

8.3 Effects of Termination. Termination of this Agreement shall not affect any claim or rights that arise based on the acts or omissions of the Parties prior to the effective date of termination.

8.4 Duties of Business Associate Upon Termination of Agreement.

8.4.1 When this Agreement is terminated, the PHI and PI that Business Associate received from, created, or received on behalf of Covered Entity must be destroyed or returned to Covered Entity, at the Business Associate's expense, including all PHI and PI in the possession of Business Associate's subcontractors or agents. However, if Business Associate determines that returning or destroying PHI and PI is not feasible, Business Associate must maintain the privacy protections under this Agreement and according to applicable law for as long as Business Associate retains the PHI and PI, and Business Associate may only use or disclose the PHI and PI for specific uses or disclosures that make it necessary for Business Associate to retain the PHI and PI.

8.4.2 If Business Associate determines that it is not feasible for Business Associate to return PHI or PI in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to Covered Entity of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's or agent's use or disclosure of any PHI and PI retained after the termination of this Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PI not feasible.

IX. MISCELLANEOUS

9.1 Agreement Subject to All Applicable Laws. The Parties recognize and agree that this Agreement and their activities are governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that this Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.

9.2 No Third party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon

any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.

- 9.3 Survival.** The rights and obligations of the Parties in Articles IV, V, VI, VII, and Sections 8.4, 9.6, 9.8, 9.9 shall survive termination of this Agreement indefinitely.
- 9.4 Amendment.** This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.
- 9.5 Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be assigned by the Business Associate without the express prior written consent of the County.
- 9.6 Enforcement Costs.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such Party or Parties may be entitled. Such enforcement costs shall not be dischargeable in bankruptcy.
- 9.7 Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.
- 9.8 Indemnification.** Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying Party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of § 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability for the acts, omissions and/or negligence of the other Party.
- 9.9 Execution/Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to

act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

9.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.

9.11 Notice. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies)

County

Director, Health Services/EMS
2002 A E Michigan St
Orlando, FL 32806
(407) 836-7611

Copy to:
Orange County Administrator
Administration Building, 5th Floor
201 S Rosalind Avenue
Orlando, FL 32801

Business Associate

Name
Address
City, State, ZIP

9.12 Severability. If any provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Agreement were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.

- 9.13 Successors and Assigns.** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.
- 9.14 Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement shall be brought against any of the Parties in the courts of the State of Florida, County of Orange and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the proceeding sentence may be served on any Party anywhere.
- 9.15 Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.
- 9.16 Entire Agreement.** The original Contract executed by the Parties known as "Contract Y17-1018", this Agreement, and any addenda or attachments thereto shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

PART 1

Attachment C-1

RYAN WHITE PART A ORLANDO EMA
PROPOSAL TITLE PAGE
HEALTH AND SUPPORT SERVICES FOR PERSONS
WITH HIV SPECTRUM DISEASE

Full, Legal Name of Organization	Local Address of Organization

Administrative Capacity	
Proposed Service(s)	Total \$ Request
TOTAL	

Contact Person (Liaison)
Address:
Phone Number:
Fax Number:
E-Mail Address:

I certify that all of the information contained in this proposal is true and accurate. I further understand that material omission or false information contained in this proposal constitutes grounds for disqualification of the Proposer(s) and this proposal.

Authorized Signature	Typed Name	Title	Date

<p><u>Corporate Seal</u></p>

OR

<p>Sworn to and subscribed before me this _____ day of _____, 2039</p> <p>NOTARY PUBLIC, State of Florida at Large</p>

PART 2

Attachment C-2

RYAN WHITE PART A ORLANDO EMA
PROPOSAL TITLE PAGE
HEALTH AND SUPPORT SERVICES FOR PERSONS
WITH HIV SPECTRUM DISEASE

Full, Legal Name of Organization	Local Address of Organization

Proposed Service	Total \$ Request

Contact Person (Liaison):
Address:
Phone Number:
Fax Number:
E-Mail Address:

I certify that all of the information contained in this proposal is true and accurate. I further understand that material omission or false information contained in this proposal constitutes grounds for disqualification of the Proposer(s) and this proposal.

_____	_____	_____	_____
Authorized Signature	Typed Name	Title	Date

<p><u>Corporate Seal</u></p>

OR

<p>Sworn to and subscribed before me this _____ day of _____, 2039</p> <p>NOTARY PUBLIC, State of Florida at Large</p>

ORLANDO EMA RYAN WHITE PART A WORK PLAN

SERVICE CATEGORY

AGENCY NAME

Number of Anticipated Unduplicated Consumers

Number of Anticipated Units

- Languages:**
- English
 - Spanish
 - Creole
 - American Sign Languages
 - Other:

SERVICE LOCATIONS AND HOURS OF OPERATION

COUNTY	ADDRESS	HOURS
<input type="checkbox"/> Orange		
<input type="checkbox"/> Osceola		
<input type="checkbox"/> Seminole		
<input type="checkbox"/> Lake		

OFFICE SPACE AVAILABLE FOR OTHER RYAN WHITE CASE MANAGEMENT AGENCIES

COUNTY	ADDRESS	HOURS
<input type="checkbox"/> Orange		
<input type="checkbox"/> Osceola		
<input type="checkbox"/> Seminole		
<input type="checkbox"/> Lake		

Print Name _____ Date: _____
 Signature: _____

ORLANDO EMA RYAN WHITE PART A WORK PLAN

Part A Work Plan Narrative

Describe your program (abstract) and how the Agency will achieve the proposed unduplicated consumers and units for this Service Category (including sub-services Specialty care and Labs) please include how billing and budget will be tracked, and who is the contact person responsible for reporting.



ORLANDO EMA RYAN WHITE PART A WORK PLAN

Part A Work Plan Narrative

Describe your Quality Management Plan and quality improvement projects, including how you will achieve performance measures established by the Ryan White Part A Program. Also how you will obtain and utilize Consumers' input, specify who will be responsible for Quality Management implementation and reporting to the Grantee.

Please complete form and submit to the Recipient by the deadlines established. If there are any changes once work plan has been approved, the agency must contact the Recipient thirty (30) days before changes are implemented for review and approval.

Orlando EMA Ryan White Part A Program

2017 -2018 BUDGET

Instructions

FORM F101

- 1 Budget must be completed once contract is executed and then submitted on a quarterly basis will actual expenses. **This is a required form and must be submitted by the established deadline in order to be considered in compliance with the terms of the contract.**
- 2 Once final amount has been approved by the Grantee, the total amount must not exceed Delivery Order Amount.

FORM F102

- 1 This Form must be completed once contract is executed and then submitted on a quarterly basis. **This is a required form and must be submitted by the establish deadline in order to be considered in compliance with the terms of the contract.**
- 2 This form must list all employees directly providing services to Ryan White Part A Consumers. Salaries/benefits, title, job description, and funding source should be completed for each employee.
- 3 Once final amount has been approved by the Grantee, the total amount must not exceed Delivery Order Amount.

Forms must be submitted to:

Karen Randall, Sr. Financial Analyst
Health Services Department Office
2002A E. Michigan St
Orlando, FL 32806
Karen.Randall@ocfl.net

Orlando EMA Ryan White Part A Program

"AGENCY NAME"
2017 - 2018 BUDGET
FORM F101

TYPE OF SERVICE:
CONTRACT NUMBER:
CONTRACT AMOUNT:
DELIVERY ORDER NUMBER:

Budget Categories	Budget	Amended Budget	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Exp YTD	Available	% Spent
Direct Costs																	
Salaries																	
Benefits																	
Travel																	
Supplies																	
Equip																	
Cell Phone																	
Total Direct Costs	\$0	\$0				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Indirect Cost (10% of Direct Cost)	\$0	\$0				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL Delivery Order	\$0	\$0				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

I certify that the above report is true, accurate and correct reflection of the activities during the reflected period; and that the expenditures reported are made only for items which are allowable and directly related to the purpose of the contract referenced above.

Printed Name, Title

Signature

Date

Form 101 must be submitted to the Grantee once Contract is issued and then on a quarterly basis.

Updated May 2015

