

Issue Date: December 21, 2017

## REQUEST FOR PROPOSALS

FOR

### RYAN WHITE PART A MEDICAL CASE MANAGEMENT AND REFERRAL FOR HEALTHCARE AND SUPPORT SERVICES

RFP #Y18-180

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Tuesday, January 23, 2018** for providing Ryan White Part A Medical Case Management and Referral for Healthcare and Support Services 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> .

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Manager, Procurement Division

**This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number H89HA00030 (HIV Emergency Relief Project Grants) with an estimated award of \$10,190,328. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.**

## 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 Zulay Millan, Procurement Administrator, at (407) 836-5633, whose email address is [Zulay.Millan@ocfl.net](mailto:Zulay.Millan@ocfl.net). **You may contact Zulay Millan at any time during this process, including during the Black Out Period.**

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## REQUEST FOR PROPOSALS Y18-180

### RYAN WHITE PART A MEDICAL CASE MANAGEMENT AND REFERRAL FOR HEALTHCARE AND SUPPORT SERVICES SERVICES

#### PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals to provide Ryan White Part A Medical Case Management and Referral for Healthcare and Support Services.

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, 2018 – February 28, 2019. Following submission of proposals, recommendations for awards will be developed through the Evaluation/Selection process described herein, 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 awarded funds for fiscal year 2018 - 2019 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."

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. Proposers must demonstrate qualification in **both** medical case management **and** referral for healthcare and support services to be considered for an award. Omission of one of these services will result in the proposal being deemed non-responsive.

## **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, Tuesday, January 23, 2018**, 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. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

### 3. CLARIFICATION

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

### 4. 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 [Zulay.Millan@ocfl.net](mailto:Zulay.Millan@ocfl.net) no later than 5:00 PM Wednesday, January 10, 2018 to the attention of Zulay Millan, 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 Zulay Millan 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.

**5. 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.

**6. 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
- D. Phone Number of Proposer

**7. 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.

**8. 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.

**9. 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.

#### 10. **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.

#### 11. **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](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.

**12. 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.

**13. 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.

**14. 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.

**15. 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 Minority or Majority designation.

**16. 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.

**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. 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 C** 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. AWARD / FUNDING METHODOLOGY**

**The County reserves the right to make multiple awards as a result of this Request for Proposals to achieve the specified number of positions.**

Medical Case Management  
Orange County – 14 positions  
Osceola County – 1 position  
Lake County – 1 position  
Seminole County – 1 position

Referral Specialist  
Orange County – 16 positions  
Osceola County – 2 position  
Lake County – 2 position  
Seminole County – 2 position

<u>Awards per County</u>	<u>Maximum</u>
Orange County *	Five (5) Agencies
Osceola County	One (1) Agency
Lake County	One (1) Agency
Seminole County	One (1) Agency

\* Agencies for Orange County will be limited to ten (10) positions or less unless there is a shortage of agencies.

If the total amount of requested positions exceeds the total amount available under the Ryan White program, all awards will be reduced by an equal percentage then rounded to the nearest whole number in order to reach the amount of positions available.

**Example:**

Total Awards: 5

Total Positions Available: 12

Total Positions Requested: 17

<b>Award</b>	<b>Requested Number of Positions</b>	<b>Adjusted Number of Positions</b>
Awardee A	5	4
Awardee B	3	2
Awardee C	3	2
Awardee D	4	3
Awardee E	2	1
Total	17	12

In the event of a conflict with rounding to the next whole position, preference will be given in order of proposal ranking the position will be subtracted from the lower ranking proposer.

**22. 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, 2<sup>nd</sup> Floor, Orlando, FL 32801  
[ProcurementRecords@ocfl.net](mailto: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 may negatively impact the evaluation of your proposal.

### CONTENTS OF PROPOSAL:

To be scored and rated as being fully adequate, each proposal shall 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.

**NOTE:** PROPOSERS MUST DEMONSTRATE QUALIFICATION IN **BOTH** MEDICAL CASE MANAGEMENT **AND** REFERRAL FOR HEALTHCARE AND SUPPORTSERVICES TO BE CONSIDERED FOR AN AWARD. OMISSION OF ONE OF THESE SERVICES WILL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.

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

- A. Part 1 Title Page: Include on the Part 1 Title Page (**Attachment E**) 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 shall sign the original copy of this form. The original copy of the proposal shall be clearly marked as such on the Part 1 Title Page.
- B. **Part 1 Table of Contents: All sections and attachments of this part shall be listed in the Part 1 Table of Contents. The Part 1 Table of Contents shall outline in sequential order all areas of Part 1 of the proposal. All pages of Part 1 of the proposal, including the attachments, shall be clearly and consecutively numbered and keyed to the Part 1 Table of Contents.**

## C. Administrative

1. Qualification of Proposer: The proposal will be awarded to responsible, responsive proposers qualified by experience to provide the services specified. The Proposer shall submit the following information with the proposal:
  - a. List a brief description of similar services, **for each of the Service areas for which a contract award is sought,** Services shall have been satisfactorily rendered and information to include dates of contracts, contact name, addresses, email addresses and telephone numbers.
  - b. Provide any other documents or information that supports your qualification to perform these services.

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

2. Description of the organization: Provide a brief executive summary describing your agency 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 agency'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.
3. Not-for-profit status: Proposals will only be accepted from qualified public or private non-profit health and for-profit health service providers. Ryan White Part A funds may not be awarded to private for-profit entities, **unless** such entities are the "only available provider of quality HIV care in the area" [SEC 2604 (b) (2)(A); SEC 2613 (a)(1)].
  - Private not-for-profit service providers shall show proof of such status by submitting, as part of the proposal, appropriate documentation. Include the copy of the letter of determination in Part 1 Provider Attachments. **Specifically, a letter of determination from the Internal Revenue Service indicating the provider has been recognized as a 501(c)(3) provider. The provider shall remain active in that incorporation status throughout the term of the contract.**
  - 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.



4. Legal status: If the agency is a corporation, submit evidence that the provider is organized under the laws of the State of Florida. Documentation shall demonstrate 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 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.
5. Medicaid status: Indicate whether or not your agency 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.
6. Insurance: Provide documentation in the form of a letter on insurer's letterhead of your Agency's ability to obtain the required insurance coverages. Include the documentation in Part 1 Provider Attachments. Agencies to which sovereign immunity is applicable shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.
7. Confidentiality: Explain your agency's system for safeguarding the confidentiality of consumers, in accordance with the contract herein, include the policy and procedure document in Part 1 Provider Attachments.
8. Grievances: Describe and attach a copy of your Agency's grievance procedures for consumers. Include procedures in Part 1 Provider Attachments.
9. Funding: Describe how your Agency ensures 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 requirements of service continuation and provide assurances of the organization's ability to comply with those requirements.
10. Financial Statements and Audits: State your agency's fiscal year and describe your methodology for obtaining and submitting the annual financial statement and/or audits described in the contract herein. If your agency's most recent completed audit has not been submitted to the Grantee office, submit it as part of this application. Include the audit in Part 1 Provider Attachments.
11. Reporting: Describe your agency's methods for collecting, verifying the accuracy of, reviewing, approving, and reporting utilization demographics and financial data, including invoices and billing

backup. What position in your organization will be responsible for daily overall oversight and management of the Electronic Data Management System. Provide a position description, if available, of that position in Part 1 Provider Attachments.

12. Monitoring: Describe your agency'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 by funding sources, review agencies, etc., and describe how your agency used the results and findings of such reviews or monitoring to improve performance and increase quality.
13. Consumer feedback: Describe your agency's approach to and results of measuring and utilizing consumer feedback. At a minimum, discuss consumer satisfaction surveys and consumer advisory boards, and how the results of these activities are utilized to improve services.
14. Quality management: Describe your agency's approach to quality management and how that approach meets the requirements of this contract and/or provide a copy of the organization's written process that ensures compliance.
15. Reflectiveness: Provide a chart listing the current board of directors and consumer advisory board and provide ethnic, gender and age breakdown to demonstrate likeness to the target population. Include chart in Part 1 Provider Attachments.

**D. Part 1 Provider Attachments (as applicable)**

Mission and Vision Statements  
501c3 documentation  
Incorporation status documentation  
Insurance 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

**E. Part 2 – Specific Category of Service Proposal**

1. **Part 2 Title Page**: Include on the Part 2 Title Page (**Attachment F**) 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 agency who is legally authorized to enter into a contractual relationship in the name of the agency shall sign the original copy of this form. The original copy of the proposal **shall** be clearly marked as such on the Part 2 Title Page.

2. **Part 2 Table of Contents: All sections and attachments for this part shall be listed in the Part 2 Table of Contents. The Part 2 Table of Contents shall outline in sequential order all areas of the proposal. All pages of the proposal, including the attachments, shall be clearly and consecutively numbered and keyed to the Part 2 Table of Contents.**
3. **Abstract for the Proposed Service:** The abstract shall include: the name of the proposing organization; corporate/tax status of proposing agency (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 services **(Attachment G)**. The work plan shall include how the agency is going to target specific zip codes with a population of HIV infected individuals. **Include in Part 2 Provider Attachments.**
5. **Training:** Provide a completed training and orientation plan **(Attachment H)**. Additionally, describe how your agency's staff and volunteer training program meets the requirements of the Scope of Services, and/or submit a copy of the agency's training plan indicating compliance, include the plan in Part 2 Provider Attachments.

## 2. **Organizational Experience (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 per paragraph 2c and 2d.)**

- a. Indicate whether your agency is a current provider of this category of services in the Orlando EMA.
- b. Describe your agency's experience in providing health or support services to persons living with HIV/AIDS in this EMA and in particular, providing the service for which this proposal is submitted.

- c. Provide a current staffing chart of the agency and indicate the length of time that key staff has experience providing services to People Living With HIV/AIDS (PLWH/A). Include the chart in Part 2 Provider Attachments.
- d. Provide references to any contracts previously held, including a specific description 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. Contact information for references shall include the contact name, phone number and email address. **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. Indicate any other relevant information indicating the organization's extent and scope of experience.

**3. Service Delivery Model (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 per paragraph 3e and 3k.)**

- 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: Service delivery methods; Specific proposed target subpopulations and target geographic areas and locations from which this service will be provided; Hours of operation and method of providing 24-hour on-call access.
- c. Detail the specific funding requested (by title and position quantity) and the estimated number of consumers 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 which 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. Additionally, include a staffing plan and all applicable 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 and remaining in medical care. If Minority AIDS Initiative (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.

**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.)**

- a. Describe your agency’s philosophy and approach in providing services for consumers with HIV/AIDS, and serving the HIV community generally.
- b. Describe how your agency 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 agency cooperates or collaborates with non-HIV/AIDS organizations to deliver services to people living with HIV.
- d. Describe your agency’s approach and practice for ensuring age and cultural sensitivity/proficiency in the delivery of services.
- e. Describe your agency’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 agency’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 (**Attachment I**) 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.

The budget shall specify how each line item is directly related and/or necessary to the provision of direct consumer care and services.

**Part 2 Provider Attachments**

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

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.
- A. **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.

<b>11. <u>EVALUATION CRITERIA</u></b>	<b><u>WEIGHT</u></b>
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
<b>TOTAL WEIGHT</b>	<b>100 Points</b>

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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\_\_\_\_\_

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 \_\_\_\_\_

\* *Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal*

## 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.Y18-180

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.Y18-180** 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.

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(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
		<b>TOTAL EXPENDED THIS REPORT</b>	\$

**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: \_\_\_\_\_

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY**

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

**HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE**

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms which comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Describe the role of the MBE firm (if applicable) in the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)?

\_\_\_\_\_

\_\_\_\_\_

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2**

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

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(b) Capital contributions, including equipment:

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(c) Other applicable ownership interests:

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1. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: \_\_\_\_\_

(b) Management decisions, such as:

(1) Estimating:

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(2) Marketing and sales:

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(3) Hiring and firing of management personnel:

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**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3**

(4) Purchasing of major items or supplies:

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(c) Supervision of field operations:

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NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

**\* Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the RFP proposal.**

**AFFIDAVIT**

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4**

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

**AFFIDAVIT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (name) \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

(Seal)

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

(Seal)

**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: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p><b>PRODUCER</b></p> <p>1. Name of Agent or Broker Street Address City, State, Zip</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C, No, Ext):      FAX (A/C, No):</p> <p>E-MAIL ADDRESS:</p> <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE      NAIC #</p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p><b>INSURER C:</b> 3. _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>
<p><b>INSURED</b></p> <p>2. Name of Insured Street Address City, State, Zip</p>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	<p><b>GENERAL LIABILITY</b></p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE    <input type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY    <input type="checkbox"/> PROJ-ECT    <input type="checkbox"/> LOC</p>	4.	5.	6.	7.		<p>EACH OCCURRENCE \$</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL &amp; ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS - COM/PO/ AGG \$</p> <p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
	<p><b>AUTOMOBILE LIABILITY</b></p> <p>9.</p> <p><input type="checkbox"/> ANY AUTO      <input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> ALL OWNED AUTOS      <input type="checkbox"/> NON-OWNED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p>						<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
	<p><input type="checkbox"/> UMBRELLA LIAB      <input type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> EXCESS LIAB      <input type="checkbox"/> CLAIMS-MADE</p> <p>DED    RETENTION \$</p>						<p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>
	<p><b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b></p> <p>10.      Y/N      N/A</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p>						
11.							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

<p><b>CERTIFICATE HOLDER</b></p> <p>13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p>14.</p>
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## 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)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
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 you 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 <sup>nd</sup> 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

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WORKERS COMPENSTION AND EMPLOYEES LIABILITY  
INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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### 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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.

## CONTRACT Y18-180

THIS CONTRACT (hereinafter "Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter "County" or "Recipient") whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and (**Insert name of Agency**) a qualified not-for-profit (**enter type of entity**), registered under the laws of the State of Florida whose address is (**insert address**) (hereinafter "Agency").

### RECITALS

WHEREAS, the Ryan White HIV/AIDS Treatment Extension Act of 2009, amending the Ryan White HIV/AIDS Treatment Modernization Act of 2006, (hereinafter the "Ryan White Program") was created to provide life-saving care for those individuals who have been diagnosed with HIV/AIDS; and

WHEREAS, the County has been designated as a Recipient for the Health Resources and Services Administration (hereinafter "HRSA") for the Orlando Eligible Metropolitan Area (hereinafter the "Orlando EMA"); and

WHEREAS, the County is authorized to purchase certain life-saving care services for eligible individuals living with HIV/AIDS located within the Orlando EMA (hereinafter referred to as "Consumer") through grant money received under the Ryan White Program (hereinafter "Grant"); and

WHEREAS, Grant funds (hereinafter referred to as "Grant Funds" or "Funds") may be used for the provision of core and support HIV/AIDS services for eligible Consumers (hereinafter referred to as "Services"); and

WHEREAS, the County has designated its Ryan White Part A Program to serve as its authorized designee (hereinafter referred to as "Recipient") in overseeing and managing the procurement of these Services associated with the Grant; and

WHEREAS, the Agency has experience in the provision of the Services contemplated herein; and

WHEREAS, the Recipient has determined the Agency's proposed Services to be essential in fulfilling the County's Grant obligations and desires to enter into a contract with the Agency for such Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## **ARTICLE I**

Section 1. **Recitals.** The above recitals are true and correct and are hereby incorporated as a material part of this Contract by reference.

## **ARTICLE II**

### **SERVICES**

Section 1. **Service Performance.** All Services provided by the Agency shall be performed in a diligent, safe, courteous, and timely manner in accordance with this Contract and the Associated federal requirements.

Section 2. **Scope of Service.** The Agency shall provide those services described in Scope of Services, attached hereto and incorporated by this reference as **Attachment “A.”**

Section 3. **Orlando EMA Service Area.** Unless otherwise specified by the Recipient, the Agency shall render Services within the Orlando EMA which shall include Orange County, Osceola County, Seminole County, and Lake County, Florida.

Section 4. **Service Providers.** The Agency shall make available the personnel identified in its approved work plan(s), as described in Article III, Section 7 of this Contract, (hereinafter referred to as “Service Providers”), barring illness, accident or other unforeseeable events. The Agency shall provide optimal continuity of care to each Consumer by assuring that such personnel administer Services whenever possible. Should it be necessary for the Service Provider to be changed, the Agency shall ensure that the Consumer receives a qualified replacement and shall make every reasonable effort to notify the Consumer of such change by providing the name and contact information of the new Service Provider, as soon as may be practicable.

Within fifteen (15) calendar days of any vacancy or change in the Agency’s Ryan White Part A funded staff, the Agency shall also be responsible for providing written notification to the Recipient which shall include any plans to fill such vacancies and a proposed time line.

## **ARTICLE III**

### **AGENCY OBLIGATIONS**

Section 1. **Incorporation.** Unless otherwise approved by the Recipient, the Agency shall be and remain for the term of this Contract, and any extension thereafter, a private not-for-profit entity and shall provide evidence of such by furnishing its Internal Revenue Service 501(c)(3) and the State of Florida not-for-profit status documentation as part of the proposal and as may otherwise be requested by the Recipient.

Section 2. **Contract Liaison.** The Agency shall designate a contract liaison, which shall be identified in writing in its submitted Work Plan, to monitor the Agency's performance of the provisions set forth in this Contract (hereinafter referred to as "Contract Liaison"). The Agency shall ensure that the Contract Liaison will be available to meet with the Recipient's staff to review activities on an "as needed" basis, or as otherwise requested by the Recipient. Should there be any change in the Agency's Contract Liaison, the Recipient shall be promptly notified of such change in writing in accordance with Article XVI, Section 2 of this Contract.

Section 3. **Medicaid Certification.** The Agency shall possess Medicaid certification in order to provide any Medicaid-covered services. Funds received under this Contract may not be used to pay for Medicaid covered services for Consumers who are Medicaid beneficiaries.

Section 4. **Evaluation and Research.** The Agency agrees to participate in research, evaluation studies, or needs assessments sponsored by the Recipient, the Health Resources & Services Administration ("HRSA"), or the HIV/AIDS Health Services Planning Council (hereinafter referred to as "Planning Council") in order to evaluate the effect of Consumer service activities, or on the appropriateness and quality of Services. In addition, the Agency agrees to actively participate in on-going meetings or task forces aimed to increase, enhance, and maintain coordination and collaboration among HIV/AIDS related health and support agencies. The Agency shall notify the Recipient in advance of any research or studies being conducted or participated in by the Agency that may involve any Consumers receiving Ryan White Part A funded services or Services under this Contract.

Section 5. **Grievance Procedures.** The Agency shall establish internal grievance procedures and shall cooperate with the Recipient's office in addressing all complaints and/or problems identified by Consumers and/or other Service providers. The Agency's internal grievance procedures shall include, at a minimum, the following: (i) written notification to the Recipient's office at the time a Consumer's grievance is received; (ii) the opportunity for the grievant to meet with the Agency's Executive Director, board member(s), or other Agency designee; and (iii) on-site availability of the Orlando EMA Consumer Grievance Policies and Procedures along with associated forms. The Agency shall ensure that the grievance policy is posted in plain sight and copies made available to Consumers upon request.

Section 6. **Planning Council Notices.** The Agency is required to post notices related to any Consumer services provided by the Recipient regarding HIV/AIDS Health Services Planning Council and Orange County Ryan White Part A activities.

Section 7. **Program Implementation and Work Plan.** The Agency is required to submit a detailed work plan ("Work Plan"). The Work Plan, along with any other necessary attachments reflecting a target start date for Services, shall be submitted no more than thirty (30) calendar days after receipt of written notice of the



Contract award. The Work Plan shall include a cover sheet and a narrative describing goals, objectives, activities, and responsible staff personnel (name and percent of time to be dedicated to Part A activities). The Agency shall notify the Recipient, in writing, of any proposed deviations from the approved Work Plan which shall require prior Recipient written approval.

Section 8. **Property Accounting.** The Agency shall keep a written inventory, which shall be readily available upon inspection by the Recipient or its designee, of all equipment valued at Five-Hundred Dollars (\$500.00) or more purchased with Ryan White Part A Grant Funds. The Agency must seek and gain Recipient approval prior to the purchase of any equipment valued at an amount greater than Five-Hundred Dollars (\$500.00). The Agency further agrees to protect, insure, and maintain such equipment for its useful life. Such equipment shall be deemed as property of the Recipient and shall not be sole, leased, lent, encumbered, or in any other way disposed of by the Agency without Recipient's prior written approval. Upon termination of this Contract, the Agency shall return all equipment, purchased with Ryan White Part A Grant Funds, to the Recipient unless directed by the Recipient otherwise.

Section 9. **Standard Forms.** The Agency shall incorporate all standard forms developed and distributed by the Recipient into its policies and procedures. Alternative forms may be used only upon the prior written approval of the Recipient.

Section 10. **Continuous Service.** In accordance with Article VIII, the Agency shall be obligated to budget its funds to allow for continuous service throughout the entire term of this Contract. Failure by the Agency to provide continuous service and proper documentation of services may be grounds for termination of this Contract and may result in the denial of participation for any contract funding under the Ryan White Part A Grant during the next grant cycle. The Agency is encouraged to meet regularly with the Recipient throughout the term of this Contract to advise of budget status and any changes in budget expectations.

Section 11. **Service Schedule.** The Agency shall provide Services in accordance with the times and days of the week set forth in the Scope of Service (**Attachment "A"**), unless otherwise approved by the Recipient in writing. In addition, a method for providing 24-hour on-call access shall be published and made accessible to the Consumers and other Service providers.

Section 12. **Licenses and Permits.** The Agency shall possess and maintain, throughout the term of this Contract, all applicable licenses and permits for its operations in accordance with federal, State, and local laws and regulations.

Section 13. **Employees.**

- a) The Agency shall require all licensed professionals to have appropriate training and experience in the field in which he/she practices and to

possess all required licenses and occupational licenses in accordance with Florida State laws. The Agency shall ensure that all such required licenses and occupational license remain current and in good standing for the duration of this Contract including any extensions.

- b) The Agency shall ensure that its employees abide by and comply with the Health Insurance Portability and Accountability Act (“HIPAA”), State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession.
- c) The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.
- d) The Agency shall maintain records of employees by job classification, name, date(s) of employment, ethnicity, gender, and age. Such records shall be maintained in accordance with Article IV of this Contract.
- e) The Agency shall train their staff and establish a written training plan for all staff and volunteers to ensure proper training in HIPAA and HIV/AIDS services and resources. A copy of the Agency’s HIPAA regulations shall be provided to each employee and volunteer with written acknowledgement of receiving such regulations.
- f) The Agency shall ensure that all staff and volunteers have sufficient education, knowledge, skills, and experience to competently serve the drug abuse population.
- g) All new employees and volunteers shall undergo initial orientation and training and shall sign a confidentiality pledge acknowledging their awareness and understanding of such HIPAA and other federal and State laws, regulations, and policies.
- h) The Agency shall ensure that all staff and volunteers participate in ongoing annual training which shall include, at a minimum, confidentiality/HIPAA, age and cultural competency, community and social support resources, community HIV/AIDS resources, risk management, process improvement, customer services, ethics, HIV disease information updates, and an update of Ryan White Part A continuum of care and funded services.
- i) Training plans shall list all topics for training and the total hours of staff time devoted to staff development during each grant term. Plans shall

be updated as appropriate and submitted to the Recipient's office in accordance with Article XII, of this Contract.

#### **ARTICLE IV**

#### **RECORDS AND CONFIDENTIALITY**

##### Section 1. **Records Management.**

- a) The Agency shall safely store and retain all records including, but not limited to, Consumer's records, medical records, files, reports, prescriptions, plans, bills, invoices, or other Consumer's records of any type created by the Agency, its employees, or contractors pertaining to this Contract and the associated Consumers according to HIPAA requirements; the requirements set forth in the Federal Code 45 CFR §75.365 ("Restriction on Public Access to Records")(Attachment "B"); other applicable federal and State laws; and HRSA and Public Health Standard (hereinafter "PHS") requirements. Records shall be complete and accurate for each Consumer receiving Services under this Contract as required by HIPAA regulations, federal and State law, regulations, and/or the prevailing standards of medical care including the applicable Medicaid and Medicare Provider Manuals. Additionally, records shall not be destroyed without providing prior written notification to the Recipient or its designee.
- b) All records maintained by the Agency including, but not limited to, Consumer records, Agency account records, financial records, program records, and other such records associated with its operations, shall be kept in an organized and orderly manner and in a format acceptable to the Recipient.
- c) The Agency shall make all such records available to the Recipient for inspection during normal working hours for a period of up to five (5) years after the termination of this Contract. In the event of litigation, claim, or audit prior to the end of the five (5) year period, records shall be maintained by the Agency until such time as the litigation, claims, or audit findings involving such records has been resolved. The federal awarding agency, Inspectors General, the Comptroller General of the United States, the Recipient, or its duly authorized agents, shall have full access and the right to examine any such records including, but not limited to, any documents, papers, or other records pertinent to the federal award during that time period in order to make audits, examinations, excerpts, and transcripts. Access to Agency records, as described in this Article and otherwise required in this Contract, shall be in accordance with the requirements set forth in the Federal Code

45 CFR §75.361 (“Retention Requirements for Records”) and any other applicable sections set forth in 45 CFR §75 (hereinafter collectively referred to as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards”), a copy of which is attached hereto and incorporated by this reference as **Attachment “B.”**

- d) Original or certified copies of records shall be provided to the Recipient upon its request. Failure to comply with such request on a timely basis shall constitute a breach of this Contract which may result in termination.
- e) Requests for copies of records from a Consumer (or their legal representative) shall be handled in accordance with applicable HIPAA regulations, federal and State laws and shall be in writing, including the signature of the requesting party, and shall be released within ten (10) business days from the receipt of such Consumer’s request by the Agency.
- f) The Agency shall comply with HIPAA and Florida’s “Public Records Law” as set forth in the Florida Statutes and as more specifically set forth in this Article.
- g) In the event of any conflict between the provisions of this Article and the Federal Code 45 CFR §75 Uniform Administrative Requirements (**Attachment “B”**), the Federal Code shall take precedence. All records relating to this Contract shall be retained in accordance with the requirements set forth in the Florida State record retention schedule.

Section 2. **Requirements for Personal Information Protection.**

- a) In accordance with Chapter 501, Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing Consumer personal information.
- b) Consumer personal information shall mean an individual’s initials, first name or first initial and last name in combination with the following:
  - 1) A social security number;
  - 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;

- 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;
  - 4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional;
  - 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; or
  - 6) Any other identifier, as referenced in the Department of Health and Human Services "Safe Harbor Standards."
- c) Personal information shall also include 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.
- d) The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this Section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Recipient.
- e) The Agency shall provide notice to the County as expeditiously as possible, but no later than ten (10) days following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in electronic form that the Agency has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.
- f) Notice of any such breach to the County shall include the following:
- 1) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
  - 2) The number of individuals who were or potentially have been affected by the breach;
  - 3) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;

- 4) The name, address, telephone number, and e-mail address of the employee, agent, contractor, or business associate from whom additional information may be obtained concerning the breach; and
- 5) Any additional information requested by the County.

Section 3. **Confidentiality.**

- a) As part of the Recipient's requirements for HIPAA compliance, the Agency shall execute the Orlando EMA-Ryan White Part A Business Associate Agreement (hereinafter "BA Agreement") a copy of which is attached hereto and incorporated into this Contract by this reference as "**Attachment C.**"
- b) The Agency shall establish and implement policies and procedures that shall ensure compliance with all State and federal laws and regulations for the protection of confidential Consumer records and electronic exchange of confidential information. Established policies and procedures relating to the creation and storage of all records shall comply with HIPAA Private and Security Rules, regulations set forth by Centers for Medicare and Medicaid Services (CMS), the Agency for Health Care Administration (AHCA), the Florida Department of Health (DOH), and applicable federal and State laws and local regulations. Such security statements shall include, but not be limited to, the following:
  - 1) Areas in which Consumer contact occurs, the Agency must allow for exchange of personal health or medical information (personal health or medical information hereinafter collectively referred to as "PHI") in a private and confidential manner;
  - 2) Documentation signed and dated by the Consumer acknowledging that the Consumer has been fully informed of his/her HIPAA rights to confidentiality;
  - 3) The existence of a controlled and secured area for storing and maintaining active and inactive Consumer files and medical records in accordance with HIPAA requirements;
  - 4) That Consumer records are handled and not removed from the Agency's premises, unless done so in accordance with the law;
  - 5) Access to Consumer records is restricted to authorized personnel of the Agency or the Recipient and business associates with whom there is a fully executed and current BA Agreement on file;

- 6) Retention of the original or a certified copy of the Consumer's records by the Agency;
- 7) Consumer's medical records are not to be left unattended in areas accessible to unauthorized individuals;
- 8) Access to electronic data is strictly controlled;
- 9) Consumer's medical records and or other PHI are released only upon receipt of written authorization that has been signed by the Consumer or their legal representative;
- 10) Requests by Consumers to review their personal files, including medical records, is honored in a timely fashion and such review is performed in the presence of an authorized Agency staff member;
- 11) Signed acknowledgments by new employees that they are aware of and understand HIPAA and other confidentiality laws, regulations, and policies (hereinafter "Confidentiality Agreement") a copy of which shall be in the respective employee file and available to the Recipient upon request;
- 12) Establishment of security policies and procedures limiting access to confidential modem numbers, passwords, electronic files, and medical records relating to Ryan White Part A;
- 13) The development and implementation of HIPAA policies and procedures addressing Consumer file and medical record identification, copying and faxing, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, and release of information; and
- 14) When applicable, ensuring compliance by the Agency, its staff members, and Service providers with all HIPAA laws and HRSA regulations.

**Section 4. Public Records Compliance Requirements.**

- a.) Agency shall comply with Florida State public records law and shall maintain all public records required by the Recipient for services performed under this Contract.
- b.) Upon request from the Recipient or the Program Administrator, Agency shall provide copies 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 by the Florida Statutes.

c.) Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Agency does not transfer the records back to the County.

d.) In the event Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

e.) **IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AGENCY SHALL CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Procurement Public Records Liaison  
400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net), 407-836-5897**

## **ARTICLE V**

### **COMPUTER REQUIREMENTS**

Section 1. Based upon funding, and at the sole discretion of the Recipient, the Agency may be provided with the appropriate number of licenses for authorized registered users allowing access to the Recipient approved electronic data management system ("EDMS") database which is the official repository of data related to the Ryan White Part A program. Should such funding be exhausted or otherwise limited to prevent or otherwise limit the number of user identifications to be provided, the Recipient shall determine, in its sole discretion, the number of user identifications provided to the Agency who shall maintain accurate documentation relating to such user identifications. The Agency shall sign Recipient's tracking forms for all user identifications received.

Section 2. The Agency shall utilize the EDMS system and/or any other software, as designated by the Recipient, in the maintaining of all records and submission of reports relating to this Contract.

Section 3. The Agency agrees to comply with the terms and conditions set forth herein, as well as those described in the BA Agreement (**Attachment "C"**).

Section 4. The Agency shall designate individuals to serve as Registered Users and provide the Recipient with the names of such individuals. A Registered User is an individual who is an employee of the Agency and who is designated by the Agency and



agreed to by the Recipient. This term shall not include volunteers, as they shall not have access to the Recipient's EDMS system. Designated Registered Users shall require Recipient approval prior to using the shared server. Registered Users shall comply with all data entry conventions established for the EDMS system.

Section 5. Registered Users shall complete a User Agreement, the original of which shall be submitted to the Recipient and a copy retained in the respective employee file. Registered Users shall not have access to the EDMS system until the executed User Agreement has been received and approved by the Recipient.

Section 6. The Agency acknowledges and agrees that each authorized user name and password for the EDMS system, pursuant to this Contract, shall be used solely by the individual to whom it was assigned. Under no circumstances shall the Agency approve or otherwise permit such licenses, user names, and/or passwords to be used or shared by or between individuals. Any such sharing or unauthorized transferring of such licenses, user name, and/or passwords or the use thereof shall constitute a breach of this Contract and may result in termination.

Section 7. No agent or employee of the Agency shall be permitted access to the shared server without having duly executed a Confidentiality Agreement, a copy of which shall be retained on-site by the Agency.

Section 8. The Agency shall notify the Recipient, in writing, at least five (5) business days prior to any Registered User's final day of employment. If termination is unexpected, the Recipient shall be provided with immediate written notification.

Section 9. The Agency shall inform the Recipient, in writing, of any misuse by a Registered User of the EDMS, as well as if a Registered User should change positions with the Agency resulting in a discontinued need for access to the system.

Section 10. The Agency shall inform the Recipient, in writing, of any new hire within one (1) week of the first day of employment to ensure the employee receives the appropriate Registered User status.

Section 11. The Agency acknowledges and agrees that any Recipient notification associated with this Article shall be made in accordance with Article XVI, Section 2 of this Contract.

Section 12. Agency acknowledges and agrees that the Agency and Registered Users shall be jointly and severally liable for any misuse of the EDMS system.

Section 13. Internet Requirements

- a) The Agency shall have a functional computer system with Internet browser (Explorer 6.0 or greater) which is adequate to operate the Recipient's approved EDMS.

- b) The Agency shall obtain and maintain high-speed internet access and a corporate e-mail account, with the capacity to transit attachments and data files, as required by the County. The Agency shall be solely responsible for any cost incurred relating to the Internet connection, including phone/data lines and associated monthly service.

## **ARTICLE VI**

### **CONSUMER ELIGIBILITY AND FEES**

#### Section 1. **Screening for Eligibility.**

- a) The Agency shall make all necessary efforts to ensure that Consumers are appropriately screened for eligibility under all other pertinent benefits programs. Funds from Ryan White Part A must be used as a last resort in the payment for Consumer Services. The Agency shall have established policies and procedures for seeking to obtain other funding sources for all Consumers served and for documenting such efforts. The Agency shall ensure that all Consumers are screened for other payer sources including, but not limited to, Medicaid, Medicare, or other available public or private programs.
- b) Individuals shall be screened for the Ryan White Part A Program prior to being designated as a Consumer by the Agency. Such screening shall include, but not limited to, the following information which must be in the Consumer's record.
  - 1) The individual shall have a legal address located within Orange County, Osceola County, Seminole County, or Lake County, Florida.
  - 2) The individual must be documented as being HIV+ through the following:
    - i) A positive Western Blot;
    - ii) A positive HIV viral test such as PCR or P24 antigen;
    - iii) A detectable HIV viral load; or
    - iv) An anonymous HIV positive test with a waiver of anonymity which has been signed and witnessed.
    - v) Genotype lab results.
  - 3) Verification of income as specified in the County's Eligibility Policies and Procedures and as set forth in the Request for Proposal.

- c) Copies of eligibility documentation (residency status, medical, and income verifications) shall be kept by the Agency on-site in the Consumer's file and entered into EDMS with copies made available to the Recipient upon request.

Section 2. **Fees.**

- a) Consumers shall be screened and determined to be financially eligible to receive Service(s) and, if applicable, may be assessed fees based on the federal poverty guidelines, maximum allowable charges as established by The Ryan White HIV/AIDS Treatment Modernization Act (Section 2605(e)), the Orlando EMA eligibility standards, and the current Recipient's sliding fee schedule (hereinafter "Fee Schedule").
- b) Fees assessed to each Consumer, if any, shall be documented in the respective Consumer's file and entered into the EDMS with copies maintained on-site by the Agency.
- c) In the event that the Agency institutes other Consumer charges, the Agency shall base such charges by use of the current federal poverty guidelines and maximum allowable charges, as shown in the Fee Schedule.
- d) All Consumer payments collected by the Agency shall be deemed as program income and shall be documented in the Consumer's record and reported in the EDMS system and handled in accordance with 45 CFR§ 92.25(g)(1) and 45 CFR §74.24(b)(3), as more specifically described herein.

**ARTICLE VII**

**CIVIL RIGHTS**

Section 1. There shall be no discrimination against any employee, Consumer, or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status in the performance of this Contract.

Section 2. It is expressly understood that, upon receipt of evidence of such discrimination, the Recipient shall have the right to terminate this Contract for breach of contract, in accordance with Article X herein.

Section 3. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served under this Contract.

Section 4. The Agency shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.

Section 5. The Agency shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and individuals served.

## **ARTICLE VIII**

### **FUNDING AND BUDGET REQUIREMENTS**

Section 1. **Funding.**

- a) Funds are received under the HIV Emergency Relief Grant, CFDA 93.914, for this Contract and shall be utilized as a payor of last resort and be used to supplement, not supplant, state and local HIV/AIDS related funding or in-kind resources made available in the year for which this Contract is awarded to provide HIV/AIDS related services to persons living with HIV/AIDS. The Agency shall comply with all of the terms and conditions outlined by the Department of Health and Human Services ("HHS") grants, policy statements, and other requirements imposed by Program statutes and regulations, and HHS administration regulations, as applicable.
- b) The Agency understands that this Contract receives one-hundred percent (100%) of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County for the total amount owed.
- c) The Agency understands and agrees that the Services provided to the Consumers are on an "as needed basis," and that the dollar values referred to herein in no way constitute a guarantee of the level of effort that may be requested by the Agency or a guaranteed payment of the total maximum amount payable.
- d) Should the Recipient, in its sole discretion, find that the Agency is not utilizing Grant Funds in a sufficient manner the Recipient reserves the right to reduce or otherwise alter the funding amount of this Contract. Notification of such funding modification shall be provided in accordance with Article XVI herein.
- e) The Recipient shall be the final authority as to the availability of Funds and as to how available Funds will be allocated among its various service agencies.

- f) All discretionary awards issued by HRSA, on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS).

Section 2. **Budget.** The following requirements shall apply to this Contract regardless of the payment method.

- 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. The categorical line-item budget shall be approved by the Recipient and the Agency shall make all necessary changes recommended by the Recipient.
- b) The Agency shall use their approved condition of award budget (which shall include the categorical line-item budget) as the original budget. Any expenditure made by the Agency relating to this Contract and the associated Grant shall be within the approved budget including administrative costs which shall not exceed ten-percent (10%) of the total Contract amount, as applicable.
- c) The Agency shall maintain sufficient financial resources to meet any expenses incurred during the period of time between the provision of Services and payment by the Recipient.

## **ARTICLE IX**

### **BILLING REQUIREMENTS AND PAYMENT METHODS**

Section 1. **Billing Requirements.**

- a) The Agency shall submit all invoices and/or requests for reimbursement to the Recipient by the fourth (4<sup>th</sup>) business day of each month. Submittals shall include a completed Cost Reimbursement Line Item Budget Invoice (hereinafter "Cost Reimbursement Invoice") or a Fixed-Priced Unit Rate Invoice (hereinafter "Fixed-Priced Invoice") (collectively referred to as "Invoices") as applicable and as set forth in the Scope of Service (**Attachment "A"**).
- b) All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary

for processing, which shall be as identified in Scope of Service, **Attachment “A.”** Invoices shall be forwarded to the Recipient’s office as identified in Article XVI of this Contract.

- c) Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected.
- d) Failure by the Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of the Agency for subsequent funding awards.
- e) The Agency shall actively pursue and bill any third-party coverage available for contribution toward the costs of Services incurred by the Consumer.
- f) The Agency agrees to reimburse the Recipient any monies 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 pending claims with, any third-party when submitting Invoices to the Recipient, to the Agency at the address identified in Article XVI, Section 2.
- g) The Agency expressly understands that it is liable for, and accepts responsibility for repayment of, any Funds disbursed under the terms of this Contract that may be deemed to have been disbursed in error. Repayment by the Agency to the Recipient shall be within ninety (90) calendar days from the date of demand by the Recipient. Failure by the Agency to comply with this requirement shall be handled in accordance with the Federal Code 45 CFR §75.391 (“Collections of Amounts Due”) (**Attachment “B”**).
- h) Any specific issues relating to billing for this Contract shall be as more specifically described in the Scope of Service (**Attachment “A”**).
- i) The Agency is prohibited from using Grant Funds for any of the following:
  - (i) to purchase or improve land, or purchase or construct or make permanent improvements to any building, except for minor remodeling;

(ii) to support syringe service programs inclusive of syringe exchange, access, and disposal;

(iii) foreign travel;

(iv) to make payments to recipients of Services for which payment has already been made or reasonably can be expected by a third-party payer including Medicaid, Medicare, and/or other State or local entitlement programs, prepaid health plans, or private insurance;

(v) to make payments to recipients of Service to purchase financial loans or gifts, social services unrelated to HIV/AIDS, or reimbursements or payments of any kind to a Consumer;

(vi) to purchase non-expendable property, which shall be defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$500 (Five Hundred Dollars) or more per unit and an unexpected useful life of at least one (1) year, and hardback bound books that are not circulated to students or to the general public, the value or cost of which is \$250 (Two Hundred Fifty Dollars) or more; or

(vii) to pay the salary of an individual at a rate in excess of an Executive Level II salary of the federal executive pay schedule, in accordance with the Consolidated Appropriation Act, 2012 (P.L. 112-74), enacted December 23, 2011.

j) Items requiring prior approval from the awarding federal agency shall be as indicated in 45 CFR part 75.

k) In the event of any conflict between the provisions set forth in this Article and the requirements of the Federal Code 45 CFR §75 (**Attachment “B”**), the Federal Code shall take precedence.

Section 2. **Payment Method.**

a) If the Contract is a Cost Reimbursement Line-Item Budget, the Agency shall provide the following:

(i) Reimbursements/invoices shall be submitted on a monthly basis. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred.

- (ii) All requests for authorized expenses shall be submitted to the Recipient's office and will be processed for payment only after all documentation has been verified for completeness.
  - (iii) The completed invoice shall include a copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment.
  - (iv) Specific issues relating to the invoice/payment under this Contract shall be more specifically described in the Scope of Service (**Attachment "A"**).
- b) If the Contract is a Fixed-Priced Unit Rate, the Agency shall provide the following:
  - (i) Reimbursements/invoices shall be submitted on a monthly basis and billed at the Fixed-Price Unit Rate, as described in the Scope of Service (**Attachment "A"**).
  - (ii) Under this reimbursable method of payment, the Agency shall not be required to submit time sheets with their invoice; however, all employees providing Services under this Contract shall be required to keep current time sheets which shall be made available to the Recipient for all monitoring visits or as otherwise requested by the Recipient and or designee.
  - (iii) Specific issues relating to invoices/payments under this Contract shall be more specifically described in the Scope of Service (**Attachment "A"**).
- c) It is anticipated that the Recipient, or its authorized representative, will provide payment to the Agency, or applicable Service provider, within forty-five (45) days from the date of receipt and in accordance with the Local Government Prompt Payment Act, as set forth in Chapter 218, Florida Statutes. Invoices that are incomplete or that fail to include the necessary supporting documentation may result in delay or possible denial of payment.
- d) The Recipient reserves the right to withhold or deny payment for the Agency's failure to: (i) provide any and all required reports and/or documents due from the Agency as part of this Contract



or any modification thereto; or (ii) the Agency's failure to otherwise comply with all of the terms and conditions set forth herein.

- e) The Recipient reserves the right to reduce future payments due to the Agency by the amount owed to the Recipient which is not repaid within ninety (90) days after the Recipient's request.

## **ARTICLE X**

### **TERM AND TERMINATION**

#### Section 1. **Term.**

- a) The term of this Contract shall be from March 1, (**INSERT YEAR**) to February 28/29, (**INSERT YEAR**). The Agency shall provide all contracted Services for the entire Contract period. Failure to provide Services during such time will place the Agency in non-compliance with this Article and may result in the Agency being prohibited from applying for grant funds for the following grant term.
- b) This Contract may be renewed for two (2) additional one-year terms at the sole discretion of the Recipient, upon the written agreement of both parties. Recipient shall notify Agency of any intent to renew this Contract no less than thirty (30) days prior to the Contract termination.

#### Section 2. **Termination.**

- a) Termination of this Contract shall be in accordance with the Policies and Procedures of Orange County and the requirements of the Federal Code 45 CFR §75.372 ("Termination") (**Attachment "B"**).
- b) Except as otherwise set forth herein, either party may terminate this Contract, without cause, thirty (30) calendar days after receipt of written notice of termination by the other party. In the event of termination, the Recipient shall pay for Services rendered, prorated to the date of termination. If payments were made to the Agency prior to rendering of such Services, the Agency shall remit to the Recipient all excess money paid, prorated to the date of termination.
- c) It is further agreed that in the event Ryan White Part A Funds to finance all or part of this Contract do not become available, the

obligations of each party hereunder may be terminated upon no less than twenty-four (24) hour notice. Such notice shall be made in writing and delivered to the other party and shall be delivered in accordance with Article XVI, Section 2 of this Contract.

- d) If the Agency breaches any term of this Contract, the Recipient may, in its sole discretion and by written notice of breach to the Agency, terminate the whole or any part of this Contract.
- e) Termination as a result of breach of contract shall be upon no less than twenty-four (24) hour notice, and shall be made in writing delivered in accordance with Article XVI, Section 2 of this Contract. Waiver by either party of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach nor shall it be construed to be a modification of the terms of this Contract.
- f) After receipt of a notice of termination, and except as otherwise directed, the Agency shall:
  - 1) Discontinue providing Services under the Contract on the date and to the extent specified in the notice of termination;
  - 2) Place no further orders or subcontracts for materials, services, or facilities relating to this Contract;
  - 3) Terminate all orders and subcontracts to the extent that they relate to the performance of the terminated work;
  - 4) Handle all property and records as directed by the Recipient;
  - 5) Prepare all necessary reports and documents required under the terms of the Contract up to the date of termination, including the final report due at the end of the Contract, if any, without reimbursement for Services rendered in completing said reports beyond the termination date; and
  - 6) Take any other actions as directed by the Recipient in writing.
- g) Unless otherwise authorized by the Recipient, and for those exceptions set forth in the Federal Code 45 CFR §75.375 (“Effects of Suspension and Termination”) (**Attachment “B”**), the Agency shall not be reimbursed for any costs incurred as a result of

obligations incurred during a suspension or after termination of this Contract.

- h) Termination based upon the Agency's failure to comply with federal statutes, regulations, or terms and conditions of the federal award contemplated under this Contract may be considered in evaluating future applications for funding received by the Recipient from the Agency.
- i) In the event the federal award is terminated or partially terminated, both the Recipient and the Agency shall be responsible for complying with the requirements of the Federal Code 45 CFR §§75.381 and 75.386 ("Closeouts" and "Post-closeout Adjustments and Continuing Responsibilities" respectively) (**Attachment "B"**).
- j) In the event of conflict between the provisions set forth in this Article and the requirements of the Federal Code (**Attachment "B"**), the Federal Code shall take precedence.

## ARTICLE XI

### ASSIGNMENT AND SUBCONTRACTS

Section 1. The parties deem the Services to be rendered by the Agency to be personal in nature. The Agency shall not assign any rights or duties under this Contract to any other party without prior written permission by the Recipient. If the Agency attempts to assign any rights or duties without prior written permission by the Recipient, the Recipient, in its sole discretion, may declare this Contract to be void. The Agency thereupon agrees to forfeit and to remit to the Recipient all payments made pursuant to this Contract for the entire term of the Contract.

Section 2. The Agency shall not enter into any subcontracts for any of the work or the performance of any of the Services contemplated under this Contract without obtaining prior written approval of the Recipient, which shall be attached to the original Contract and subject to such conditions and provisions as the Recipient may deem necessary. Notwithstanding the foregoing, and unless provided for herein, the Recipient's prior written approval shall not be required for purchases made by the Agency of such articles, supplies, and equipment which are both necessary and incidental to the performance of the work required under this Contract. It shall further be agreed to by the parties that in no event shall the Recipient be responsible, by its approval of any subcontracts or other provisions set forth in this Contract, for any financial obligations not otherwise provided for in this Contract or amendments thereto.

## ARTICLE XII

### RECORDKEEPING, MONITORING, AND AUDITING

#### Section 1. Recordkeeping.

- a) The Agency shall establish and utilize the best accounting practices in the maintenance of all records relating to this Contract. Such practices shall be in compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities, in accordance with 45 CFR part 75 subpart D.
- b) All Funds received by the Agency from the Ryan White Program shall be kept in accounts separate and apart from all other funds and accounts of the Agency.
- c) The Agency shall establish and maintain separate accounting records for the Agency's activities with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under the Contract.
- d) The Agency is strictly prohibited from co-mingling Ryan White Part A federal funds with funds received by the Agency relating to any other Agency activity.
- e) The Agency, as a sub-recipient of this Contract, shall be subject to the federal ruling as applicable and as revised, in accordance with 45 CFR part 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

#### Section 2. Monitoring and Evaluation.

- a) The Agency shall systematically and expeditiously furnish the Recipient any and all data needed for the purpose of Program monitoring and evaluation. This data shall include information on the Services provided and any other data that may be required by the Recipient, in its sole discretion, to adequately evaluate the Program cost and effectiveness of the Services provided.
- b) Program and financial monitoring shall be performed periodically by the Recipient with a Letter of Findings provided, if applicable, and shall be in compliance with the National Monitoring Standards for Ryan White Recipients. The Agency shall respond to any such Letter of

Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Recipient, within thirty (30) days of the date of the Letter of Findings.

- c) The Agency agrees to reimburse the Recipient any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- d) The Recipient shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution for any use by the Agency of Grant Funds determined to be not in conformance with the terms and conditions of this Contract.
- e) Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach and may result in the termination of this Contract.
- f) Reports shall be provided as stipulated in the Table of Deliverables, a copy of this is attached hereto and incorporated by this reference as **Attachment “D.”**
- g) Financial reports shall be performed in accordance with the Federal Code 45 CFR §75.341 (“Financial Reporting”) (**Attachment “B”**). In the event of any conflict between the provisions set forth in this Article and the requirements of the Federal Code, the Federal Code shall take precedence.
- h) Monitoring and program performance shall be completed in accordance with the Federal Code 45 CFR §75.342 (“Monitoring and Reporting Program Performance”) (**Attachment “B”**), as applicable. In the event of a conflict between the provisions of this Contract and the requirements of the Federal Code, the Federal Code shall take precedence.

Section 3. **Auditing.**

- a) The Orange County Comptroller (hereinafter “Comptroller”) (or their authorized designee) shall have the right to audit the Agency’s use of Funds disbursed under this Contract, from time to time, for compliance by the Agency with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller or a designee to perform such audit.

b) **Audit Requirements.** The Agency agrees to provide certification to the Recipient that a single audit was not required and the Agency shall then submit an Audited Financial Statement. In determining the federal award amounts expended during its fiscal year, the Agency shall consider all sources of federal awards including federal resources received from the State or other agencies. Audit requirements stipulate that Recipient and sub-Recipients that spend \$750,000 or more during their fiscal year in the federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of 45 CFR part 75.500 subpart F (“Audit Requirements”).

1) *Single Audit.* A non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in the federal awards must have a single audit conducted, in accordance with section 75.514 (“Scope of Audit”), except when the entity elects to have a program-specific audit conducted, in accordance with 45 CFR part 75.501, section (c).

2) *Exemption.* When the federal awards expended by the non-federal entity are less than \$750,000 federal awards during the non-federal entity’s fiscal year, the non-federal entity is exempt from federal audit requirements for that year, except as otherwise required in 45 CFR part 75.503, with relation to other audit requirements. Exemption from audit requirements does not relate to the availability of records for review. The non-federal agency shall have records available for review or audit by appropriate officials of the federal agency, pass-through entity, and Government Accountability Officer (“GAO”).

Section 4. **Audit Submission.**

a.) Audits shall be submitted to the Recipient no later than thirty (30) days after the auditor’s report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency’s fiscal year, or as specified and in accordance with Federal Code 45 CFR part 75.500, subpart F (“Audit Requirements”).

b.) A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 45 CFR part 75 subpart F or the applicable Audited Financial Statements, shall be forwarded to the Recipient, with a copy provided to the Orange County Comptroller’s Office, at the following:

Orange County Board of County Commissioner  
Ryan White Part A Program

Attn: Administrator  
2002-A East Michigan Street  
Orlando, Florida 32802-1393

Orange County Comptroller's Office  
Finance and Accounting Department  
Attn: Grants Section  
P.O. Box 38  
Orlando, Florida 32802

- c.) The Federal Audit Clearinghouse – Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year (FY) end date. Such audits shall be submitted electronically via the following website:  
<http://harvester.census.gov/fac/collect/ddeindex.html>.
- d.) Failure to comply with this requirement shall be deemed as a breach of this Contract and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

### **ARTICLE XIII**

#### **REPORTING**

Section 1. The Agency shall keep records of the Consumers served and the corresponding Services provided thereto. The Agency shall submit reports, based upon such records, as may be required and requested by the Recipient and the HHS, as specified in the County's Ryan White Part A Grant Agreement.

Section 2. All reports submitted by the Agency to the Recipient shall include the elements outlined in Table of Deliverables (**Attachment "D"**).

- a) All reports are subject to on-site verification and monitoring provider reports. Failure to submit any and all reports, in a manner deemed acceptable by the Recipient, by the date(s) and time(s) specified, may result in the Agency being in breach of this Contract and possibly resulting in termination. Inaccurate, incomplete, or falsified data will, at a minimum, constitute an inadequate report that will not be accepted by the Recipient.
- b) Reporting of utilization/demographic data will require the Agency to use the data management system specified by the Recipient and any custom reports designated by the Recipient.

- c) The Agency shall provide a Ryan White HIV/AIDS Program Services Report (“RSR”) to the Recipient, as required by HRSA and in the manner prescribed by the Recipient.
- d) The Agency shall collect and report to the Recipient, in a format to be provided, information on specific service outcome measures (performance measures) as identified by the Recipient, and as may be more specifically described in the Ryan White Part A provider manual.
- e) Late submissions and/or failure to comply with Contract reporting requirements shall be deemed as a finding against the Agency, and shall be considered a breach of contract which may result in termination of this Contract and affect future funding recommendations.

Section 3. In the event of any conflict between the provisions of this Article and the requirements of the Federal Code (**Attachment “B”**), the Federal Code shall take precedence.

#### **ARTICLE XIV**

#### **INDEMNIFICATION, SAFETY AND INSURANCE**

Section 1. **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-consultants or providers (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 following the provisions of Section 768.28, Florida Statutes.

Section 2. **Protection of Persons and Property.** While working or performing Services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract.

- a) The Agency shall take all reasonable precautions for the safety and protection of:
  - 1) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;



- 2) All property, materials and equipment on the premises under the care, custody or control of the Agency; and
  - 3) Other property at or surrounding the premises including trees, shrubs, lawn, sidewalks and walkways, pavement, and roadways.
- b) 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.
  - c) The Agency shall comply with, and shall 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 following.
    - 1) Occupational Safety & Health Act (OSHA)
    - 2) National Institute for Occupational Safety & Health (NIOSH)
    - 3) 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 online at the address below:

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

- d) In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

### Section 3. **Insurance.**

- a) The Agency 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 and acceptance of insurance maintained by the Agency is not intended to and shall not in any

manner limit or qualify the liabilities assumed by the Agency under this Contract. Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

- b) The Agency 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.
- c) 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](http://www.floir.com/companysearch) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com).)

The Agency shall ensure that all Providers and sub-consultants providing Services under this Contract procure and maintain, for the duration of their involvement in this Contract, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Recipient.

d) Required Coverage:

- (i) Commercial General Liability – The Agency 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 **\$(Insert applicable dollar amount)**, per occurrence. Agency 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. In the event that an Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

(ii) Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents. (Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

- Waiver of Transfer of Rights Recover – CG 24 04 or its equivalent. (Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)
- (iii) Workers' Compensation - The Agency shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 (One Hundred Thousand Dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company shall complete the Leased Employee Affidavit.
- (iii) Professional Liability – with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence / claim.
- (iv) When a self-insured retention or deductible exceed \$100,000 (One Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency 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 Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- e) By entering into this Contract, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer, or should a policy condition not permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency 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.
- f) Prior to execution and commencement of any operations/services provided under this Contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency 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.

g) 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 Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency 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).

h) The certificate holder shall read:

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

## **ARTICLE XV**

### **QUALITY ASSURANCE AND MANAGEMENT**

Section 1. The Agency shall have in place a written quality assurance and continuous quality improvement process providing for ongoing quality assurance activities with regular feedback to staff to promote performance improvement and quality care, in accordance with Orlando EMA Quality Management Plan, contractual requirements and Standards of Care. In the event of a conflict between the Standards of Care and the Contract with the County, in all cases the Contract shall take precedence. The Agency shall cooperate with the Recipient's quality assurance staff and consultants, reporting requirements and quality management activities. The Agency shall develop and measure Program outcomes and service performance and provide the corresponding results to the Recipient upon request.

Section 2. The Agency shall develop one Agency-wide quality management ("QM") plan ("QM Plan") encompassing all HIV/AIDS care and prevention services. This QM Plan shall be reviewed and updated as needed by the Agency QM committee ("QM Committee") as assigned by the medical or executive director. The written QM Plan shall include, at a minimum, the following components: (i) objectives delineating specific

goals reflecting the Program and EMA mission, vision, and values; and (ii) a Quality Management Committee, its purpose, composition, meeting requirements, and related documentation.

Section 3. The Agency shall implement a QM program that assesses the extent to which care and services provided are consistent with federal Public Health Services and HRSA Guidelines, and Orlando EMA Standards of Care (“QM Program”). The QM Program must, at a minimum, provide the following: (i) identify the leadership and accountability of the medical director or executive director of the Program; (ii) develop and measure Program outcomes and service performance to determine progress toward established benchmarks and goals, with the results being provided to the Recipient; (iii) develop a Consumer feedback process utilizing information captured from the Consumer Advisory Boards (CAB), satisfaction surveys and other methods; (iv) detail the grievance process that will be used to address and to resolve Consumer grievances, and the manner in which the data will be tracked, trended, and reported to the QM Committee for improvements in care and services; (v) detail a plan for random service chart audits, and a means by which the results of the audits will be reported and discussed in the QM Committee meetings.

Section 4. The Consumer Advisory Board shall meet at least quarterly throughout the term of this Contract, and its members shall consist of at least fifty-percent (50%) of people living with HIV/AIDS.

## **ARTICLE XVI**

### **NOTICES**

#### Section 1. **Notice of Default.**

- a) Notwithstanding anything herein to the contrary, no party shall be considered in default for failure to perform the terms and conditions hereof, unless said party shall have first received written notice specifying the nature of such failure, and said party fails to cure the same within the time specified in such notice, or in the event no such time is provided within thirty (30) days of receipt of such written notice, unless otherwise provided for herein.
- b) Any remedy taken by the Recipient against the Agency for non-compliance shall be in accordance with the Federal Code 45 CFR §75.374 (“Opportunities to Object, Hearings and Appeals”) (**Attachment “B”**) and provide the Agency with an opportunity to object and provide information and documentation challenging the suspension or termination.

- c) In the event of any conflict between the provisions of this Article and the requirements of the Federal Code, the Federal Code shall take precedence.

Section 2. **Notices.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

**RECIPIENT:** Orange County, Florida  
Attention: Administrator/ Ryan White Part A Program  
2002-A East Michigan Street  
Orlando, Florida 32802-1393

**Copy to:** Orange County Administrator  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Copy to:** Orange County, Florida  
Attn: Manager / Procurement Division  
P.O. Box 1393  
Orlando, Florida 32802-1393

**AGENCY:** (insert name and address of Agency)

## **ARTICLE XVII**

### **MISCELLANEOUS**

Section 1. **Subaward/Sub-recipient Federal Award Agreement Checklist.** In accordance with the requirements of the Federal Code, as more specifically described in the Federal Code 45 CFR §75.352(“Requirements for Pass-Through Entities”) (**Attachment “B”**), the Recipient shall be responsible for completing the Subaward/Sub-recipient Federal Award Checklist (“Checklist”), a copy of which is included in **Attachment “B”** and incorporated by this reference as **Attachment “B-1.”** The Agency shall fully cooperate with the Recipient in completing the Checklist by promptly providing all necessary information/documentation. Failure by the Agency to comply with this requirement will be considered a breach of contract and may result in termination of this Contract.

Section 2. **Remedies for Non-Compliance.** In the event the Agency fails to comply with federal statutes, regulations, or the terms and conditions of the federal award considered under this Contract, the Recipient may impose, in its sole discretion, additional conditions as more specifically described in Federal Code 45 CFR §75.207

("Specific Awards Conditions") (**Attachment "B"**). Should the Recipient determine that such non-compliance cannot be remedied as a result of imposing the Specific Conditions, the Recipient reserves the right to impose those actions set forth in Federal Code 45 CFR §75.371 ("Remedies for Non-compliance") (**Attachment "B"**), as may be deemed appropriate.

Section 3. **Post-closeout Adjustments and Continuing Responsibilities.** The closeout of the federal award issued to the Agency under this Contract shall not affect the authority of the Recipient to recover Grant Funds from the Agency, as more specifically described in Federal Code 45 CFR §75.386 ("Post-closeout Adjustments and Continuing Responsibilities") (**Attachment "B"**). In the event of any conflict between the provisions of this Contract and the Federal Code or the Federal Code section herein referenced, the Federal Code shall take precedence.

Section 4. **Supplies and Services.** The Agency shall use its best efforts to obtain all supplies and services for use in the performance of this Contract at the lowest practicable cost.

Section 5. **HRSA Requirements.** The Agency shall provide in writing to the employees and volunteers, in the predominant native language of the workforce, the following notice in accordance with 41 U.S.C. §4712:

**Notice to Employees of Recipient, Contractor, Subcontractors of Whistleblower Protection Rights (41 U.S.C. § 4712)**

Protected Disclosures

- As an employee of Recipient, contractor or subcontractors of the Ryan White Program, you may not be discharged, demoted, or otherwise discriminated against for disclosing information that you reasonably believe is evidence of:
  - 1) Gross mismanagement of a federal contract or grant;
  - 2) A gross waste of federal funds;
  - 3) An abuse of authority relating to a federal contract or grant;
  - 4) A substantial and specific danger to public health or safety; or
  - 5) A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
  
- You may disclose suspected wrongdoing and submit complaints to any of the following:
  - 1) A Member of Congress or a representative of a committee of Congress;
  - 2) An Inspector General;

- 3) Government Accountability Office;
- 4) A federal employee responsible for contract or grant oversight or management at the relevant agency;
- 5) An official from the Department of Justice or other law enforcement agency;
- 6) A court or grand jury; or
- 7) A management official or other employee of the Recipient, contractor or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

Section 6. **Reference to HRSA and County on Provider Literature.** When issuing statements, press releases, brochures, flyers, fund raising and other documents describing projects or programs funded in whole or in part with federal money, all agencies receiving federal funds shall clearly state : (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Section 7. **Anti-Kickback Statute.** The Recipient and Agency, as recipients and sub-recipients respectively of federal funds, are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. §1320a-7b(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. §1320 7b(b) "Illegal Remunerations" which states, in part, that whoever knowingly and willfully: (A) solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) any individual to a person for the furnishing or arranging for the furnishing of any item or service; OR (B) in return for purchasing, leasing, or ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter, or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 (Twenty- Five Thousand Dollars) or imprisoned for not more than five (5) years, or both.

Section 8. **Technical Assistance.** The Agency agrees to accept technical assistance from the Recipient with administrative programmatic issues related to the provision of Services.



Section 9. **Venue.** All claims, controversies, or disputes arising out of this Contract shall be settled as required herein or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 10. **No Partnership or Agency.** All Agency personnel shall be considered to be, at all times, the sole employees of the Agency under its sole discretion, and not employees or agents of the County or Recipient. Nothing in this Contract is intended to, or shall be construed in any manner as to, create or establish the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the County and the Agency.

Section 11. **Severability.** If any sentence, phrase, paragraph, provision or portion of this Contract is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Contract.

Section 12. **Entire Agreement.** This Contract constitutes the entire agreement, including terms and conditions, agreed upon by the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any alternations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this Contract. The parties agree to renegotiate this Contract if revisions of any applicable laws or regulations make changes in this Contract necessary. All items incorporated by reference are as through physically attached.

Section 13. **Applicable Law.** The Agency shall comply with all applicable requirements, policies guidelines, and circulars prescribed by the U.S. Government agencies/departments of Health and Human Services, Public Health Services, HRSA HIV/AIDS Bureau, and the Office of Management and Budget. This Contract and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 14. **Debarment and Suspension.** An executive order was signed by the President directing federal agencies to ensure that federal agencies and any state or other agency receiving federal funds are not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. This process is to avoid the consequences of contracting with agencies that have been debarred from receiving federal funds as stipulated in Executive Order 12549, which refers to Federal Executive Order Number 12549. The Recipient will ensure that debarment checks are conducted prior to contracting with any agency and annually thereafter. The Agency shall provide the Recipient with a Dun & Bradstreet Identifier in order to ascertain debarment status. In the event the Agency is found to have violated any of the provisions described in Executive Order 12549, which refers to Federal Executive Order Number 12549, and Section 17-314 of the Orange County Code the Agency may be suspended or permanently debarred from the right to

be included on the vendor list as well as having any submitted bid or response from the Agency rejected.

Section 15. **SAM Registration.** All non-federal agencies must be registered under sam.gov. The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM), go to <http://www.sam.gov>.

Section 16. **Trafficking Victims Protection Act.** Federal funds are subject to the requirements of section 106 (g) of the Trafficking Victims Protection Act 2000, as amended (22 U.S.C. 7104).

Section 17. **Fraud, Waste and Abuse Hotline.** The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The contact information is: Office of Inspector General Department of Health & Human Services, Attn: Hotline, 300 Independence Avenue Southwest, Cohen Building, Rm 5140, Washington D.C. 20201, e-mail: [htips@os.dhhs.gov](mailto:htips@os.dhhs.gov) or telephone (1-800-447-8477 (1-800-HHS-TIPS)).

Section 18. **Captions.** Titles used throughout this Contract are intended for ease of reference only and are not intended to be dispositive.

**IN WITNESS WHEREOF**, this Contract has been fully executed on behalf of the parties hereto by their duly authorized representatives, as of the date first above written.

**ORANGE COUNTY, FLORIDA**

By: \_\_\_\_\_

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

**AGENCY:  
(INSERT AGENCY NAME)**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT Y18-180, Attachment A**

### **Scope of Service**

**Service Category:** Medical Case Managers

#### **HRSA Definition:**

Medical Case Management Services (including treatment adherence) are to ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, provided by trained professionals, including both medically credentialed and other health care staff who are part of the clinical care team, through all types of encounters including face-to-face, phone contact, and any other form of communication. Activities include at least the following: (i) initial assessment of service needs; (ii) development of a comprehensive individualized care plan; (iii) coordination of services required to implement the plan; and (iv) continuous consumer monitoring to assess the efficacy of the plan and periodic re-evaluation and adaptation of the plan at least every six (6) months, as necessary. Service components may include: (i) a range of consumer-centered services that link consumers with health care, psychosocial, and other services, including benefits/entitlement counseling and referral activities assisting them to access other public and private programs for which they may be eligible; (ii) coordination and follow-up of medical treatments; (iii) ongoing assessment of the consumer's and other key family member's needs and personal support systems; (iv) treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments; and (v) consumer-specific advocacy and/or review of utilization of services.

#### **I. Orlando EMA Service Philosophy: Medical Case Managers**

People living with HIV/AIDS ("PLWH/A") may experience challenges associated with their condition. These challenges may include social disenfranchisement, self-imposed isolation, lack of support systems, inadequate financial resources, lack of comprehensive and interdisciplinary services, as well as delays in the development of sufficient resources. To help PLWH/A with these challenges, the Orlando EMA Ryan White Part A Program (hereinafter the "Recipient") funds certain medical case manager services (hereinafter collectively referred to as "Services").

All such Services provided under this Contract shall be furnished to PLWH/A, who meet the eligibility requirements set forth by the Ryan White Part A Program (hereinafter referred to as "Consumer"), by qualified case managers ("Case Managers") who support access, utilization, retention, and adherence to healthcare for Consumers. Case Managers shall perform services so as to facilitate optimal health outcomes for Consumers through advocacy, liaison, and collaboration.

Medical Case Management Service delivery models (hereinafter “Program”) shall be capable of connecting Consumers to resources through advocacy and mediation. Case Managers shall strengthen linkages to healthcare, and seek to remove barriers to care such as financial stressors, health insurance, transportation, knowledge, social isolation, and emotional challenges associated with the HIV disease. In addition to linking Consumers to Services, Case Managers shall assist Consumers in developing or rebuilding personal support systems. Services are an integral part of ensuring access to medical care and a means of strengthening connections to clinicians by informing Consumers of the availability of appropriate medical resources, educating them about their benefits, and serving as advocates in coordinating healthcare and accessing resources to cover Consumer costs. Case Managers shall encourage honest, consistent communication between healthcare and support services personnel, the Consumer, and their self-identified support system.

Case Managers shall seek to promote adherence to treatment by assisting Consumers in overcoming difficulty in adhering to a complicated medication regimens, and providing up-to-date information about medication, treatment, drug trials, and clinical studies. Case Managers shall seek to help Consumers to overcome fears about medical treatment, to adhere to medication regimens, and to advocate for themselves with clinicians. Case Managers shall help Consumers to understand and to decrease reported HIV risk behaviors.

The Program shall provide Consumer-centered activities, through which an array of Services for people living with HIV are coordinated to improve health outcomes and facilitate Consumer self-sufficiency. Case Managers shall create and foster an environment of acceptance and respect for human dignity. Case Managers shall educate Consumers about available resources, and act as liaisons between Consumers and Service organizations in arranging and coordinating those resources. Case Managers shall assess and monitor Consumer needs and progress on an ongoing basis by identifying and addressing their evolving bio-psychosocial service needs and facilitating their access to appropriate resources such as healthcare, financial assistance, HIV education, mental health, substance abuse treatment, and other supportive services to promote increased access to and maintenance of medical care. Services appropriate to this activity shall include, but are not limited to, monitoring Consumers’ adherence with their Case Plan, medical treatment and medication regimens, ensuring that providers involved in the Consumer’s care are rendering services as requested and described in the Ryan White Part A Provider Manual or other professional standards, and assessing the effectiveness of services in helping the Consumer to achieve their Case Plan goals. Case Managers shall be responsible for understanding service systems and advocating for their respective Consumers.

## **II. Agency's Responsibilities:**

### **A. Agency Employees:**

1. The Agency shall provide full-time employee(s) or equivalent to be designated as Case Managers and Case Manager Supervisors utilizing the qualifications and standards described herein.
2. The Agency shall maintain employee personnel files for each employee. Employee personnel files shall include complete background screenings, trainings, and credential documentation all of which shall be in compliance with the established standards for the associated position.
3. Agency employees shall have access to a computer, with internet connection, and a telephone line to allow employee(s) to complete their assigned job responsibilities in a timely and efficient manner.
4. The Agency shall be required to comply with the National Monitoring Universal Fiscal and Programmatic Standards ([www.hab.hrsa.gov/manageyourgrant/Recipientbasics.html](http://www.hab.hrsa.gov/manageyourgrant/Recipientbasics.html)) as well as local standards of care

### **B. Agency Training.**

1. The Agency shall be responsible for the establishment of a program for the ongoing training of the Agency employees to ensure the delivery of quality services under this Contract.
2. The Agency shall implement the training program through training program plans (hereinafter "Training Plans") for ongoing staff development and training of Case Management staff.
3. The Agency shall furnish to the Recipient a description and an explanation of the training program and the Training Plans offered to the Case Management staff.
4. A copy of the training program shall be included as an attachment to the Work Plan. Training Plans shall include the position title, training title, frequency of training, date of training completion, number of Consumer contact hours, and delineation of whether the specific training is mandatory.

5. The Agency shall establish a Case Manager training plan designed to develop the skills needed to create a Case Plan oriented to goals and outcomes, is strength based, and addresses unmet service and support needs.
6. The Agency shall ensure that all Case Managers receive training on the following topics:
  - a. Establishing rapport and a professional relationship with Service recipients;
  - b. Methods of engaging individuals and families;
  - c. Special issues related to working with the HIV/AIDS affected/infected Service population;
  - d. Coordinating Services as part of a team;
  - e. Linking Service recipients, and making referrals to community Services;
  - f. Knowledge of community programs and how to access Services;
  - g. Case advocacy;
  - h. Confidentiality/HIPAA and professional ethics;
  - i. Knowledge of public assistance programs, eligibility requirements, and benefits; and
  - j. The organization's emergency plan, and disaster relief resources, planning and procedures.
7. Case Manager training shall also include, but not be limited to, cultural sensitivity issues, case management issues, bio-psychosocial issues surrounding HIV disease, and any other training that the Recipient deems to be relevant or appropriate.
8. Documentation of training for Case Managers shall include an individualized training plan which is signed and dated by both the Case Manager and their respective supervisor. All documentation of training attendance and completion shall be included in the Case Manager's staff training or personnel file and made available to the Recipient upon request.

- C. The Agency shall conduct outreach activities, to potential Consumers and Service providers, to promote the availability of and linkages to Services that support Consumer access to and maintenance of primary medical care. Outreach activities shall include, but are not limited to, participation in Service Provider Networks, health fairs, community events, collaboration with other providers, and the posting flyers for potential Consumers. The Agency shall have an outreach plan and shall provide evidence of such arrangements to the Recipient upon request of the same.
- D. The Agency shall maintain appropriate relationships with Key Points of Entry (“KPOE”) into the health care system. KPOE shall be as defined by HRSA and shall include, but not be limited to, HIV counseling and testing centers, emergency rooms, substance abuse and mental health treatment programs, sexually transmitted disease (“STD”) clinics, detoxification centers, detention facilities, public health departments, and homeless shelters. Evidence of a relationship with the KPOE shall be maintained and made available to the Recipient as requested.
- E. The Agency shall develop written procedures and protocols for referring Consumers to other providers and/or systems. Referral systems shall include a process for tracking and monitoring referrals and their results. Special attention shall be given to those referrals for which the Consumer did not follow through.
- F. The Agency shall be responsible for establishing a procedure to track and account for all bus passes, nutritional supplements and gift cards received from Ryan White Part A Program and subsequently distributed to Consumers to ensure compliance with the approved standards of care.
- G. Orientation**
  - 1. The Agency shall establish an Orientation program (hereinafter “Orientation”) for new Case Managers. During Orientation, activities shall include, but not be limited to: (i) Recipient approved and required trainings; (ii) attendance in supervision in staff meetings; (iii) shadowing other staff; (iv) conferences; (v) webinars; and (vi) encounters with Consumers.
  - 2. Case Managers shall be required to successfully complete the AIDS Education and Training Center (“AETC”) Medical Case Management modules within the first thirty (30) days of hire and complete additional modules as they become available, unless otherwise approved by Recipient in writing.

### **III. Medical Case Manager's Responsibilities:**

#### **A. Eligibility**

1. The Agency shall confirm eligibility for each Client, 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 Client's electronic file, with copies furnished to both the Client and the Recipient upon request. The Agency shall recertify a Client'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, which 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. Intake and Assessment**

1. Consumer intake will occur preferably at the first contact, and will involve information gathering and completion and/or dissemination of all basic paperwork to include, but not limited to, all required eligibility documentation, insurance information, demographic information, consent for the release of medical information, consumer rights and responsibilities, and grievance procedures and forms. In addition, the Case Manager shall determine where the Consumer was originally diagnosed and the date and location of the Consumer's last medical appointment. If the Consumer has never been treated for HIV/AIDS or has not received such care for a period of more than six (6) months, all necessary additional information shall be obtained to further assess the existence of any barriers to care.
2. A comprehensive assessment is an ongoing process that is completed in a cooperative, interactive, face-to-face interview process. Assessment/reassessment identify and evaluate a Consumer's medical, physical, psychosocial, environmental, financial strengths, needs and resources. It determines the Consumer's need for treatment and support services; the Consumer's current capacity to meet those needs; the ability of the Consumer's social support network to help meet those needs; the extent to which other agencies are involved in the Consumer's care; and areas in



which the Consumer requires assistance to secure services. Initial assessments should be completed within thirty (30) days of intake for Services, with a reassessment performed every ninety (90) days thereafter, or sooner if there is a significant change in the Consumer's circumstances.

3. For those Consumers not already involved in medical care, the Case Manager will assist the Consumer in identifying and making appointments with medical providers. The Case Manager shall schedule such medical appointments within two (2) weeks from the date of the initial intake.
4. Initial assessments and all reassessments shall be documented in the Consumer's case file in accordance with the format approved by the Recipient Office. The initial assessment and all reassessments shall include the acuity level; date of the assessment/reassessment; the signature and title of the staff person completing the assessment/reassessment; medical/health care, medications, and adherence issues; physical and mental health; substance use, history and treatment; nutrition/food; housing and living situation; family and dependent care issues; transportation; language/literacy skills; cultural factors; religious/spiritual support; social support system; relationship history; domestic violence; financial resources; employment and education; legal issues/incarceration history; risk behaviors; HIV prevention issues; and environmental factors. The initial assessment and all reassessments shall also identify resources and referrals to assist each Consumer's area of need.

### **C. Individual Case Plan**

1. Case Managers shall respect the inherent dignity of each person served. Services shall be Consumer-driven and shall seek to increase the Consumer's sense of empowerment, self-advocacy and medical self-management while enhancing the Consumer's overall health status.
2. An individualized case plan shall be developed in conjunction with the Consumer, and shall outline the Case Manager goals for the Consumer along with strategies for resolution (hereinafter referred to as "Case Plan").
3. The Case Plan shall emphasize health quality goals and outcomes, and will be completed following the assessment process, or within thirty (30) days following the initiation of Case Management services.
4. An expedited Case Plan process shall be available in the event of a crisis or should an urgent need be identified. The Case Plan shall be updated on an ongoing basis, with a minimum of no less than once every three (3) months.

5. The Case Plan shall be based upon the assessment performed, and shall include agreed upon goals, objectives, desired outcomes, and the respective timeframe for achievement; identification of services and supports to be provided, and by whom; and the individual's or guardian's signature, as applicable.
6. The Case Plan shall address the disposition of each goal as it is met, changed, or determined to be unattainable.
7. The Case Manager shall participate in a case management training plan designed to develop the skills needed to create a Case Plan that is oriented to goals and outcomes, is strength based and addresses unmet service and support needs.
8. Case Managers shall update the Case Plan to appropriately document any progress made in addressing the Consumer's needs and goals identified in the Case Plan.
9. The Case Plan shall be considered a dynamic tool and shall be updated as needs are identified or addressed, but no less than every ninety (90) days.

#### **D. Assessing Acuity**

1. Consumer acuity levels shall be assessed using the components of the intake and comprehensive assessment forms, and based upon a Consumer's level of functioning and/or current need.
2. Acuity measures shall include aspects of both the Consumer's medical and psychosocial functioning and unmet needs.
3. Acuity assessments shall be completed by the Case Manager using the Consumer Acuity Scoring Criteria. Based on the information gathered by Case Managers, Consumers shall be assigned the following acuity levels:
  - Level 1: Consumers present with minimal need for direct care coordination services and shall be directed to a Health Referral Specialist.
  - Level 2: Consumer present with complex, challenging needs and shall be directed to a Medical Case Manager.

The Acuity Scoring Criteria (hereinafter referred to as "Criteria") is a tool for the Case Manager, which shall be used to compliment the intake and assessment process and documents important intake and assessment elements. The Criteria helps to provide consistency from

Consumer to Consumer, and is an objective assessment of Consumer need, thereby reducing subjective bias. The Criteria translates the intake and assessment process into a level of Services designed to provide the Consumer with assistance appropriate to their assessed need and functioning.

4. Acuity shall be assessed at intake, and updated using the Criteria Tracking Form at least every six (6) months.

#### **E. Implementation of the Individualized Case Plan**

1. Implementation of the individualized Case Plan involves ongoing contact and interventions with, or on behalf of, the Consumer to ensure goals and objectives are addressed.
2. In the implementation and reassessment phase, Case Managers shall be responsible for, at a minimum, the following:
  - a. Providing linked referrals, Consumer advocacy, and appropriate interventions based on the intake, assessment, and case plan;
  - b. Empowering Consumers to develop and use their independent living skills and strategies;
  - c. Conducting ongoing monitoring and follow-up with Consumers and providers to confirm completion of referrals, services are obtained and maintained, and adherence to services;
  - d. Monitoring changes in the Consumer's condition or circumstances, providing interventions and linked referrals as outlined in the Case Plan utilizing Recipient approved referral forms ("Referral Forms"), and updating the Case Plan to reflect changes in the Consumer's circumstances or needs that have been addressed;
  - e. Assessing adherence to medications and medical appointments, and monitoring laboratory values to assess adherence to medications and changes in the Consumer's immune system;
  - f. Ensuring that care is coordinated among the Consumer, family members, other caregivers, medical care providers, and other service providers;
  - g. Actively following-up after discharge from the hospital (when the Case Manager is aware of the hospitalization);
  - h. Undertaking activities to ensure that Ryan White Program funds are the payer of last resort, that clinical and other services are

synchronized, health insurance benefits are coordinated among payers, follow-up activities are conducted, and that the Consumer does not experience gaps in benefits or health services;

- i. Advocating on behalf of Consumers with other service providers;
  - j. Resolving barriers to completing referrals, and accessing Consumer adherence to healthcare and treatment regimens;
  - k. Actively following up on established goals and objectives in the Case Plan to evaluate the Consumer's progress and determine appropriateness of services;
  - l. Maintaining ongoing Consumer contact as outlined in the Case Plan; and
  - m. Actively following-up with Consumers who have missed medical and dental appointments.
3. Case Managers shall document Medical Case Management Progress Note in Provide Enterprise to document their activities in the implementation of the Case Plan. Current dated and signed progress notes and notes detailing activities related to implementing and evaluating the Case Plan shall be kept on file in the Consumer's record.
  4. The following documentation shall be required (at minimum): date and time of the activity; Consumer's acuity level; type of activities conducted and if the activity was conducted face-to-face; non-face-to-face activities; goals in the Case Plan addressed by the activity; activities undertaken to address each goal; comments regarding the activities undertaken; and the number of units for each goal and the total units completed.

#### **F. Case Conferencing**

1. The Program shall ensure that each Case Manager participates in group and/or multidisciplinary team case conferences including, but not limited to, mental health services and substance abuse.
2. Case conferencing shall be scheduled on an as needed basis according to the Consumer's needs.
3. Case conferences shall be documented and maintained in the Consumer's file. Documentation shall include the following: the date of the case conference; names and titles of the participants; identified bio-psychosocial issues and concerns; a description of guidance and /or follow-up plan; and the results of implementing the guidance/follow-up.

## **G. Referrals and Care Coordination**

1. Case Managers shall demonstrate active collaboration with other agencies to provide referral to the full spectrum of HIV-related or other needed services, and shall maintain knowledge of local, state, federal, and other services available for people living with HIV.
2. Case Managers shall identify sources for services based on the individual Consumer needs. Identified provider organizations are required to establish linkages with Ryan White Program-funded and other agencies to strengthen their programmatic responsiveness. Each provider organization or service shall enter into a separate agreement with the County.
3. Case Managers shall comply with and adhere to the Agency's written procedures and protocols for referring Consumer to other providers and/or systems. The Case Manager shall track and monitor all Consumer referrals and their results and shall provide special attention to those referrals for which the Consumer did not follow through.
4. Case Managers shall utilize the approved Referral Forms in the Provide Enterprise, as referred to in Article II, Section E, which shall summarize the referrals made to outpatient/ambulatory medical care, and other core and support services. The completed Referral Form shall provide the date the referral was made, the Consumer's appointment date, and the documents that were transmitted as part of the referral.

## **H. Transportation**

1. Case Managers shall coordinate and approve transportation services for eligible Consumers. Transportation services shall include bus passes and door-to-door services.
2. If the Consumer is eligible for bus pass transportation, the Case Manager shall distribute bus passes received from the Ryan White Part A Program accordingly and shall record the bus passes in the Recipient's approved format.
  - a. In order to be eligible for bus pass transportation, the Case Manager shall verify the a Consumer meets the following requirements:
    - i) Consumer shall be Ryan White Eligible.
    - ii) Consumer shall have two (2) confirmed Ryan White eligible medical or support appointments within the month. (Case Managers shall verify the existence of all appointments and whether the Consumer attended the appointment.)

- iii) Consumer shall demonstrate that ALL other non-Ryan White transportation service alternatives have been exhausted.
    - iv) Consumer shall demonstrate and document their inability to pay for LYNX Reduced Fare Program.
  - b. The Case Manager shall comply with the Agency's established procedure for tracking and accounting for all bus passes received from the Ryan White Part A Program which have been subsequently distributed to ensure compliance with the approved standards of care.
  - c. All of the services related to bus pass transportation shall be recorded in Provide Enterprise .
3. If door-to-door services are deemed appropriate for the Consumer, the Case Manager shall issue the Consumer a Transportation Approved Voucher Form (hereinafter "Travel Voucher") for travel within the Orlando EMA (Lake, Orange, Osceola, and Seminole Counties). The Case Manager shall complete the sections relating to the Consumer name, date, number of passengers, and destination of Service. The Consumer shall coordinate Services with the Recipient approved Transportation Service Agency (hereinafter "Transportation Agency"), except for Consumers who require assistance for which Services shall be scheduled by the Case Manager.
- a. In order to be eligible for door-to-door services a Consumer must comply with the following:
    - i) Consumer shall be Ryan White Eligible.
    - ii) Consumer shall not have the functional ability to use the fixed bus route.
    - iii) Consumer shall demonstrate that ALL other non-Ryan white transportation service alternatives have been exhausted.
    - iv) Consumer shall be using the door-to-door service for a confirmed core medical care and/or Ryan White support service.
    - v) Consumer lives more than one (1) mile from a bus stop.
  - b. The Case Manager shall ensure that all of the services related to the door-to-door transportation service are recorded in Provide Enterprise.
  - c. If door-to-door services are outside of the Orlando EMA, the Case Manager shall contact the Recipient for approval and appropriate procedures before scheduling.

- d. The Case Manager shall comply with the Agency's established procedure for tracking all Travel Vouchers distributed to Consumers to ensure compliance with the approved standards of care.
4. The Case Manager shall coordinate with the Orange County Health Services Department Fiscal Office to reconcile monthly transportation bills as necessary.

## **I. Food Services Coordination**

1. The Case Manager shall coordinate and approve all food services, including vouchers and food cards.
2. The Case Manager shall confirm Consumer eligibility prior to authorizing any Food Services. If the Consumer is eligible for food card, the Case Manager shall distribute food card received from the Ryan White Part A Program accordingly and shall record the food card in Provide Enterprise as indicated by the Recipient. The Case Manager shall ensure Consumer signs the "Food Services Rights and Responsibilities" form available in Provide Enterprise and upload in Consumer's file.
  - a. In order to be eligible for food gift card, the Case Manager shall verify the a Consumer meets the following requirements:
    - i) Consumer shall be Ryan White Eligible.
    - ii) Consumer shall live in Osceola, Seminole or Lake County.
    - iii) Consumer's FPL shall be at or below 200%
    - iv) Consumer shall only be eligible for up to two \$25.00 food cards per month.
  - v) Consumer shall not purchase any of the items listed on the "Food Services Rights and Responsibilities".
3. If food voucher services are deemed appropriate for the Consumer, the Case Manager shall issue the Consumer a Food Voucher Form (hereinafter "Food Voucher") for services at the contracted Food Provider.
  - a. In order to be eligible for food voucher services a Consumer must comply with the following:
    - i) Consumer shall be Ryan White Eligible.
    - ii) Consumer shall live in Orange County.
    - iii) Consumer's FPL shall be at or below 200%
    - iv) Consumer shall only be eligible for up to two \$25.00 food

vouchers per month.

- vi) Consumer shall not purchase any of the items listed on the “Food Services Rights and Responsibilities”.

#### **J. Nutritional Services Coordination**

1. The Referral Specialist shall coordinate and approve all nutritional supplements.
2. The Referral Specialist shall confirm Consumer eligibility prior to authorizing any Nutritional Supplements. If the Consumer is eligible for nutritional supplements, the Referral Specialist shall distribute the supplements received from the Ryan White Part A Program accordingly and shall record the supplements in Provide Enterprise as indicated by the Recipient.
3. In order to be eligible for nutritional supplements, the Referral Specialist shall verify that the Consumer has a valid Nutritional Plan signed by a licensed Dietitian.
4. If a Consumer needs more than two (2) cans of nutritional supplements per day, written approval from the Recipient shall be obtained before distributing the supplements to the Consumer.

#### **K. Case Closure**

1. Case closure is a process by which Consumers are unenrolled from the Case Manager’s services. The process includes formally notifying Consumers of pending case closure and completing a case closure summary which is to be kept in the respective Consumer file.
2. All attempts to contact the Consumer about case closure shall be documented in the Consumer’s file, as well as the reason for closure.
3. Consumer cases may be closed for any of the following:
  - a.) the Consumer has relocated outside the Orlando EMA service area;
  - b.) the Case Manager’s inability to contact the Consumer;
  - c.) voluntary termination by the Consumer;
  - d.) unacceptable Consumer behavior; and
  - e.) Consumer death.



4. In those cases where case closure is based on the Case Manager's inability to contact the Consumer, the Case Manager shall refer the Consumer's information to an Early Intervention Services and/or the Anti-Retroviral Treatment and Access to Services (ARTAS) program in hopes of reengaging the Consumer into care.

5. In cases where the Consumer has relocated, the Case Manager shall obtain as much information as possible regarding the relocation of the Consumer, such as forwarding address, county and state of relocation.

6. If a Consumer is asked to leave the program the Case Manager shall work with Agency in making every effort to link the Consumer or the Consumer's family with appropriate services.

7. The Case Manager shall work with the Agency in conducting a formal termination-of-service evaluation and assessment of unmet needs. The Case Manager shall inform the Recipient's office of the findings, in writing, as appropriate to the Contract and with the permission of the Consumer or his/her legal guardian.

8. The Case Manager shall not close a Consumer's case without Case Manager Supervisor approval.

- L. Training.** Case Managers shall comply with all training requirements set forth by the Agency in accordance with this Contract and as may otherwise be deemed necessary by the Recipient.

#### **IV. Medical Case Manager Supervisor Responsibilities**

- A. Medical Case Manager Supervisor (hereinafter "Case Manager Supervisor") shall be available to provide guidance, support, and Consumer-care related supervision to the Case Managers.
- B. Supervision of the Case Managers by the Case Manager Supervisors may be conducted in individual or group/multidisciplinary team case conference formats.
- C. Case Manager supervision will address Consumer bio-psychosocial issues and concerns, and shall provide general guidance and help to Case Managers in the development of follow-up plans.
- D. Consumer-care related supervision shall be documented in the Consumer's case file at least once each quarter.

- E. The Case Manager and a Case Manager Supervisor shall review cases at least quarterly to assess (i) case plan implementation; (ii) the service recipient's progress toward achieving goals and desired outcomes; and (iii) the continuing appropriateness of agreed upon service goals.
- F. Case Manager Supervisors shall keep record of all cases reviewed and shall be required to provide approval for all case closures.

#### **V. Grant Award.**

- A. The total Grant award amount to the Agency, under this Contract, shall not exceed \$ (insert dollar amount) 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 Grantee, the Agency shall not be authorized to incur costs exceeding the amount issued by the Grantee on the Delivery Order ("DO"). The Grantee shall notify the Agency of any change 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 to the total Grant award for this Contract shall require an amendment to the Contract which shall be approved 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 DO or executed amendment to this Contract may be denied at the sole discretion of the Grantee.

#### **VI. Funding.**

- A. The Grant Funds received under this Contract shall be used solely for the coordination of allowable medical case management services.
- B. Use of Grant Funds for any provisions not provided for under this Contract 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 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. The Agency acknowledges that funding for services under the Ryan White part A Program is limited and shall be based on availability. Funding amounts shall not be guaranteed and may be subject to change at the sole discretion of the Recipient.
- F. The Agency acknowledges that any remaining unspent Funds awarded for the Grant year shall not be carried over to the following Grant year.

## **VII. Data and Quality Management:**

- A. **Quality Management.** The Agency shall have in place a written quality assurance and continuous quality improvement process and quality management plan that ensures ongoing quality assurance activities.
- B. **Service Unit Definition:** 1 unit = 15 minute encounters. Encounters can be face-to-face and non-face-to-face contact.
- C. **Outcome Measures and Indicators:** Outcomes and indicators shall be as established by the Recipient in accordance with HRSA standards and regulations, as applicable.
- D. **Service Documentation:**
  - 1. Service Providers are expected to utilize measured program and service delivery outcomes in order to enhance service delivery. Performance improvement and corrective action plans closing the identified performance gaps shall be provided to the Recipient on a quarterly basis. Submission dates shall be as established by the Recipient's Office. Failure to provide the required reports shall be considered as non-compliance with this Contract and may result in the withholding of payment for services or termination of this Contract.
  - 2. The Agency shall report Service activities on a monthly basis by the fourth (4<sup>th</sup>) business day of the month, or as additionally requested by the Recipient.
  - 3. Reportable Service activity shall include, but not be limited to, unduplicated Consumers, number of visits, Service units, demographics, risk factors, WICY (Women, Infant, Children and

Youth) data, clinical outcomes, county of residence, and other data as described in this Contract, or as requested by the Recipient.

4. Reports shall be collected using Provide Enterprise or other systems, as designated by the Recipient.
5. Upon Recipient request, the Agency shall provide documentation that Grant Funds under this Contract are used only to support eligible activities.

**E. Staffing Requirements/Qualifications:**

Licensing/Credentials

Medical case manager qualifications include a bachelor's degree in a social science area, or being a registered nurse with at least one (1) year of medical case management experience. An individual with a baccalaureate degree not in a social science must have at least one (1) year in direct HIV/AIDS medical case management experience.

All provider sites shall possess appropriate occupational licensing from Orange County or other county of location and other applicable incorporated areas (i.e., City of Orlando, Winter Park, Apopka, etc.). Licenses shall be displayed prominently in the provider's premises.

Supervision shall be provided by a Master's Degree level professional in the fields of mental health, social work, counseling, or social science or nursing.

**VIII. 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 this Contract and the associated Recipient shall be within the approved budget, including administrative costs which shall not exceed ten-percent (10%) of the total Contract amount, as applicable. For any position that is fully or partially paid for by Ryan White Part A funding, the total of all work time of that position, allocated to or paid for by all funding sources, may not exceed one-hundred percent (100%) of its total available work time.

- 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.

#### **IX. Recordkeeping and Accounting Standards.**

- A. The Federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (sub-recipient) 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 from indirect costs; establish separate cost centers for each service category to capture allowable (reimbursable) costs; establish separate cost centers for each service category to capture unallowable costs, and the value of donated goods and services, if applicable.
- 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 of cost allocation.
- D. The Agency shall maintain monthly postings and closing of accounting records.
- E. The Agency shall be responsible for maintaining 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. The Agency shall be mindful in the establishment of cost centers

in the accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.

- G. Any cost analysis system shall involve close cooperation between the fiscal and program staff.
- H. Consultation and agreement with organization officials on the structure of general ledger accounts and the treatment of each type of cost will facilitate appropriate allocation of costs.
- I. 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 must then be identified so that costs related to those activities can be captured in the service category cost center.

## **X. Billing Requirements and Payments:**

### **A. Billing Requirements:**

1. The Agency shall submit all invoices and/or requests for reimbursement/invoice to the Recipient by the fourth (4<sup>th</sup>) business day of each month with the required supporting documentation. The Agency understands that any unspent Funds from any given Grant year shall not be carried forward to the following Grant year.
2. The Agency shall 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.
3. 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 shall be responsible for working 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 shall 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 shall be reduced and expenses disallowed.

4. 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 good and services reflected by the billings;
- vii) Current period 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; and
- x) Statement that the costs are in compliance with the terms and conditions of the Contract.

## **B. Payments**

1. This is a Flat-Fee , Fixed-Price (unit rate) and Cost Reimbursement contract. The Recipient shall pay the Agency for delivery of services provided in accordance with the term of this Contract.

2. The Agency shall provide monthly invoices with complete supporting documentation for all service units billed.

### **3. Flat-Fee.**

- a. Orientation shall be paid at a flat fee of \$5,763.00 for the first thirty (30) days from the date of hire or as approved by the Recipient.
- b. The Agency shall submit a Flat-Fee invoice for Case Manager Orientation upon completion of the same. Supporting documentation, which shall include Recipient's approved Orientation Form and copies of certificates for required training, shall be submitted with the invoice.

### **4. Fixed-Price Unit Rate.**

- a. Case Managers will be paid at a fixed-price unit rate of \$10.83 per unit. A unit of service is a quarter-hour (15 minutes). The

annual number of units billed per position shall not exceed 6,480.

- b. The Agency shall submit a fixed-price unit rate invoice for Case Manager with supporting documentation that shall include the approved Recipient invoice form, required reports from Provide Enterprise and training certificates if applicable.
- c. The following requirements apply for Fixed-Price Unit Rate reimbursement:
  - i. If a service activity for an individual Consumer takes less time than one unit of service on a given day, the billing claim shall be rounded up examples of which are as follows: (i) for a 15-minute unit, services taking up to 5 minutes would be rounded up to 1/3 unit (.33); (ii) services from 6 – 10 minutes would be rounded up to 2/3 units (.67); and (iii) services taking 11 minutes and up would be rounded up to a full unit.
  - ii. A unit of Service is based on time spent by the Agency's staff engaged in a reimbursable Service activity.
  - iii. If multiple units of the same service are provided on the same day, the actual time spent should be totaled and rounded up to the nearest one-third unit of service. The provider may not round each period of service prior to the summing total.
  - iv. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.
  - v. Upon receipt, review, and approval of the Agency's completed payment package for compliance with the Contract provisions, the Recipient will authorize payment.
  - vi. The overall period for reimbursement of approved payment package may take up to forty-five (45) days from the date of approval by the Recipient. Invoices 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.

- vii. The Recipient shall not pay more than twenty-five percent (25%) of the Contract amount per quarter, as identified in the approved budget, without permission from the Ryan White Part A Office. If the contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

## **5. Cost Reimbursement**

- a. The Recipient shall pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract for Case Manager Supervisors. The budget cost reimbursement invoice shall include the following:

- i. **Salaries.**

- 1. 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.
- 2. 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.**

- 1. 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.
- 2. 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.

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

### **iii. Staff Training Travel Costs and Expenses.**

1. List travel costs according to local and long distance travel.
2. The budget shall also reflect the travel expenses (e.g., airfare, lodging, parking, per diem, etc.) for each person and trip associated with participation in meetings and other proposed trainings or workshops.
3. Mileage costs for local travel shall outline and include the mileage rate, number of miles, reason for travel, and staff member(s)/ Consumer(s) completing the travel.
4. All travel costs, including mileage rate, shall be in accordance with Section 112.061, Florida Statutes, as may be amended from time to time.

### **iv. Office Supplies.**

1. List the items that the project will use. In this category, separate office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each

must be listed separately.

2. Copies of paid invoices showing the cost of items purchased and proof of payment.

**v. Equipment.**

1. List equipment cost, copy of invoice and proof of payment.
2. Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (Five Thousand Dollars) or more and a useful life of one (1) or more years). For example, items such as computers and furniture.

**vi. Other Expenses.** List all direct costs incurred that do not fit into any other category.

**vii. Total Operating (Direct Cost) Expenses.** All costs listed above shall be considered as operational expenses/direct costs.

**viii. Administrative Expenses.**

1. There shall be an administrative cost cap that shall not exceed ten percent (10%) of the contractual amount expended. Indirect costs shall be included as part of the administrative costs.
2. All expenses submitted under this category shall be related to the administrative costs which shall include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.
- 3.) The Agency shall only submit invoices for indirect costs if the Agency has developed a "Costs Allocation Plan" and has an approved rate from Federal Cognizant Agency or the non-federal entity may elect to charge "de minimis" rate of 10% of modified total direct costs (MTDC), which may be used indefinitely,

as described in 45 CFR 75, as applicable Indirect (F&A) costs of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Indirect costs are the same as administrative costs for the purposes of this Contract. Modifications within each category of the above line-item budget of less than ten percent (10%) of any permitted line-item are permitted without prior approval by the Recipient, so long as notification of such modification(s) are submitted to the Recipient. Budget line-item shifts of ten percent (10%) or more shall require the submittal of a written request, prior review and approval by the Recipient.

- ix.** Completed invoices shall include a copy of the approved annual budget, the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the Recipient's office and will be processed for payment only after documentation has been verified for completeness.
  
- x.** All financial transactions and invoices will be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The Recipient shall review Program expenditures to ensure that Funds are expended by the end of the Grant year to promote the efficient use of all resources and prevent the reversion of Funds to the federal government.

**6.** In addition, the Recipient may require a more detailed budget breakdown than the one contained herein, and the Agency shall provide such

supplementary budget information in a timely fashion and in the form and content as may be prescribed by the Recipient.

7. The Agency shall provide monthly invoices with complete supporting documentation for all units of Service billed.

8. The following requirements shall apply for line-item budget cost reimbursement:

- i. Upon receipt, review, and approval of the Agency's completed payment package for compliance with Contract provisions, the Recipient will authorize payment.
- ii. The overall period for reimbursement of an approved payment package may take up to forty-five (45) days from the date of approval by the Recipient. Invoices submitted by the Agency which are determined by the Recipient to be incomplete, or those failing to include all of the required supporting documentation, shall be rejected and may result in a delay in processing or potential denial of payment.

9. The Recipient shall not pay more than twenty-five percent (25%) of the Contract amount per quarter, as identified in the approved budget, without permission from the Recipient's Ryan White Part A Office. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

## **XI. Indemnification 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 part by any act or omission of the Agency of 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. Insurance.** The Agency 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 and acceptance of insurance maintained by the Agency, is not intended to and shall not in any manner limit or qualify the liabilities assumed by the Agency under this Contract. Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

The Agency 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](http://www.floir.com/companysearch) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

Required Coverage:

Commercial General Liability – The Agency 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 (Five Hundred Thousand Dollars), per occurrence. Agency 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. In the event that an Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes. Additional insured and waiver of subrogation endorsements for liability policies or self-insurance programs are not required for State agencies.

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 applicable policy number.)

Professional Liability: The Agency shall maintain professional liability with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency 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 Supplement Extended Reporting Period (SERP) during the life of this Contract, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of any obligation to provide replacement coverage.

By entering into this Contract, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition not permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, the Agency 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 the execution and commencement of any operations/services provided under this Contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency 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 Commissioner.

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 Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency 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 replacement policy(ies.)

The certificate holder shall read:

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

## **XII. General Conditions of Award:**

### **A. Service Locations, Days, and Hours of Operation**

Services are to be provided in Orange, Seminole, Lake and Osceola Counties or as stated and approved by the Recipient in the Work Plan. Hours of operation will be available at least Monday - Friday: 8:00 am - 5:00 pm, or as otherwise approved in writing by the Recipient. The Agency shall submit a listing of planned holidays as part of the work plan narrative for review and approval.

### **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 those individuals who are visually or hearing impaired, shall be available. When Consumers prefer another language or require special assistance, due to such circumstances illiteracy or the need for a translator, such special assistance shall be made available as appropriate.



## **CONTRACT Y18-180, Attachment A**

**Service Category:** Referral for Health Care and Support Services

### **Scope of Service**

#### **HRSA Definition:**

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

#### **I. Orlando EMA Service Philosophy: Referral for Health Care and Support Services**

People living with HIV/AIDS (“PLWH/A”) may experience challenges associated with their condition. These challenges may include social disenfranchisement, self-imposed isolation, lack of support systems, inadequate financial resources, lack of comprehensive and interdisciplinary services, as well as delays in the development of sufficient resources. To help PLWH/A with these challenges, the Orlando EMA Ryan White Part A Program (hereinafter the “Recipient”) funds certain Referral Specialist services (hereinafter collectively referred to as “Services”).

All such Services provided under this Contract shall be furnished to PLWH/A, who meet the eligibility requirements set forth by the Ryan White Part A Program (hereinafter referred to as “Consumer”), by qualified Referral Specialist (“Referral Specialist”) who assists and connects Ryan White clients to available services.

#### **II. Agency’s Responsibilities:**

##### **A. Agency Employees:**

1. The Agency shall provide full-time employee(s) or equivalent to be designated as Referral Specialists utilizing the qualifications and standards described herein.
2. The Agency shall maintain employee personnel files for each employee. Employee personnel files shall include complete background screenings, trainings, and credential documentation all

of which shall be in compliance with the established standards for the associated position.

3. Agency employees shall have access to a computer, with internet connection, and a telephone line to allow employee(s) to complete their assigned job responsibilities in a timely and efficient manner.
4. The Agency shall be required to comply with the National Monitoring Universal Fiscal and Programmatic Standards ([www.hab.hrsa.gov/manageyourgrant/Recipientbasics.html](http://www.hab.hrsa.gov/manageyourgrant/Recipientbasics.html)) as well as local standards of care

B. Agency Training.

1. The Agency shall be responsible for the establishment of a program for the ongoing training of the Agency employees to ensure the delivery of quality services under this Contract.
2. The Agency shall implement the training program through training program plans (hereinafter "Training Plans") for ongoing staff development and training of Referral Specialist staff.
3. The Agency shall furnish to the Recipient a description and an explanation of the training program and the Training Plans offered to the Referral Specialist staff.
4. A copy of the training program shall be included as an attachment to the Work Plan. Training Plans shall include the position title, training title, frequency of training, date of training completion, number of Consumer contact hours, and delineation of whether the specific training is mandatory.
5. The Agency shall ensure that all Referral Specialists receive training on the following topics:
  - a. Establishing rapport and a professional relationship with Service recipients;
  - b. Methods of engaging individuals and families;
  - c. Special issues related to working with the HIV/AIDS affected/infected Service population;
  - d. Coordinating Services as part of a team;
  - e. Linking Service recipients, and making referrals to

community Services;

- f. Knowledge of community programs and how to access Services;
- g. Case advocacy;
- h. Confidentiality/HIPAA and professional ethics;
- i. Knowledge of public assistance programs, eligibility requirements, and benefits; and
- j. The organization's emergency plan, and disaster relief resources, planning and procedures.

6. Referral Specialist training shall also include, but not be limited to, cultural sensitivity issues, bio-psychosocial issues surrounding HIV disease, and any other training that the Recipient deems to be relevant or appropriate.

7. Documentation of training for Referral Specialist shall include an individualized training plan which is signed and dated by both the Referral Specialist and their respective supervisor. All documentation of training attendance and completion shall be included in the Referral Specialist's staff training or personnel file and made available to the Recipient upon request.

8. The Agency shall conduct outreach activities, to potential Consumers and Service providers, to promote the availability of and linkages to Services that support Consumer access to and maintenance of primary medical care. Outreach activities shall include, but are not limited to, participation in Service Provider Networks, health fairs, community events, collaboration with other providers, and the posting flyers for potential Consumers. The Agency shall have an outreach plan and shall provide evidence of such arrangements to the Recipient upon request of the same.

C. The Agency shall maintain appropriate relationships with Key Points of Entry ("KPOE") into the health care system. KPOE shall be as defined by HRSA and shall include, but not be limited to, HIV counseling and testing centers, emergency rooms, substance abuse and mental health treatment programs, sexually transmitted disease ("STD") clinics, detoxification centers, detention facilities, public health departments, and homeless shelters. Evidence of a

relationship with the KPOE shall be maintained and made available to the Recipient as requested.

- D. The Agency shall develop written procedures and protocols for referring Consumers to other providers and/or systems. Referral systems shall include a process for tracking and monitoring referrals and their results.
- E. Special attention shall be given to those referrals for which the Consumer did not follow through.
- F. The Agency shall be responsible for establishing a procedure to track and account for all bus passes, nutritional supplements and gift cards received from Ryan White Part A Program and subsequently distributed to Consumers to ensure compliance with the approved standards of care.

#### **G. Orientation**

The Agency shall establish an Orientation program (hereinafter "Orientation") for new Referral Specialist. During Orientation, activities shall include, but not be limited to: (i) Recipient approved and required trainings; (ii) attendance in supervision in staff meetings; (iii) shadowing other staff; (iv) conferences; (v) webinars; and (vi) encounters with Consumers.

### **III. Referral Specialist Responsibilities:**

#### **A. Eligibility**

1. The Referral Specialist shall make all necessary efforts to ensure that Consumers are appropriately screened for eligibility under all other pertinent third-party benefits programs. Funds from Ryan White Part A shall be used as a last resort in the payment of Consumer's Services.
2. The Referral Specialist shall have established policies and procedures for seeking to obtain other third-party funding sources for all Consumers served and shall document all such efforts. The Agency shall ensure that all Consumers are screened for other payer sources including, but not limited to, Medicaid, Medicare, or other available public or private programs.
3. Individuals shall be screened for the Ryan White Part A Program eligibility prior to being designated as a Consumer by the Agency. Such screening shall include, but not limited to, the following information which shall be included in the Consumer's record.

- a.) The individual shall have a legal address located within Orange County, Osceola County, Seminole County, or Lake County, Florida.
- b.) They must be documented as being HIV+ or having AIDS through the following:
  - i) A positive Western Blot;
  - ii) A positive HIV viral test such as PCR or P24 antigen;
  - iii) A detectable HIV viral load; or
  - iv) An anonymous HIV positive test with a waiver of anonymity which has been signed and witnessed.
- c.) Verification of income, as specified in the Eligibility Policies and Procedures, as set forth in the Request for Proposal.

4. Copies of eligibility documentation (residency status, identification, medical, and income verifications) shall be entered into Provide Enterprise, the Recipient approved electronic data management system ("Provide Enterprise").

5. The Agency shall recertify a Consumer's eligibility no less than every six (6) months.

6. 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, which 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. Intake and Assessment**

1. Consumer intake will occur preferably at the first contact, and will involve information gathering and completion and/or dissemination of all basic paperwork to include, but not limited to, all required eligibility documentation, insurance information, demographic information, consent for the release of medical information, consumer rights and responsibilities, and grievance procedures and forms. In addition, the Referral Specialist shall determine where the Consumer was originally diagnosed and the date and location of the Consumer's last medical appointment. If the Consumer has never been treated for HIV/AIDS or has not received such care for a period of more than six (6) months, all necessary additional information shall be obtained to further assess the existence of any barriers to care.

### **C. Assessing Acuity**

1. Acuity assessments shall be completed by the Referral Specialist using the Consumer Acuity Scoring Criteria. Based on the information gathered by Referral Specialist, Consumers shall be assigned the following acuity levels:
  - Level 1: Consumers present with minimal need for direct care coordination services and shall be directed to a Referral Specialist.
  - Level 2: Consumer present with complex, challenging needs and shall be directed to a Medical Case Manager.
2. Acuity shall be assessed at intake, and updated at least every six (6) months.

### **D. Referrals and Care Coordination**

1. Referral Specialist shall demonstrate active collaboration with other agencies to provide referral to the full spectrum of HIV-related or other needed services, and shall maintain knowledge of local, state, federal, and other services available for people living with HIV.
2. Referral Specialist shall identify sources for services based on the individual Consumer needs. Identified provider organizations are required to establish linkages with Ryan White Program-funded and other agencies to strengthen their programmatic responsiveness. Each provider organization or service shall enter into a separate agreement with the County.
3. Referral Specialist shall comply with and adhere to the Agency's written procedures and protocols for referring Consumer to other providers and/or systems. The Referral Specialist shall track and monitor all Consumer referrals and their results and shall provide special attention to those referrals for which the Consumer did not follow through.

### **E. Transportation**

1. Referral Specialist shall coordinate and approve transportation services for eligible Consumers. Transportation services shall include bus passes and door-to-door services.
2. If the Consumer is eligible for bus pass transportation, the Referral Specialist shall distribute bus passes received from the Ryan White Part A Program accordingly and shall record the bus passes in the Recipient's approved format.

- a.) In order to be eligible for bus pass transportation, the Referral Specialist shall verify the a Consumer meets the following requirements:
    - i) Consumer shall be Ryan White Eligible. Consumer shall have two (2) confirmed Ryan White eligible medical or support appointments within the month. (Case Managers shall verify the existence of all appointments and whether the Consumer attended the appointment.)
    - ii) iii) Consumer shall demonstrate that ALL other non-Ryan White transportation service alternatives have been exhausted.
    - iii) Consumer shall demonstrate and document their inability to pay for LYNX Reduced Fare Program.
  - b.) The Referral Specialist shall comply with the Agency's established procedure for tracking and accounting for all bus passes received from the Ryan White Part A Program which have been subsequently distributed to ensure compliance with the approved standards of care.
  - c.) All of the services related to bus pass transportation shall be recorded in Provide Enterprise.
3. If door-to-door services are deemed appropriate for the Consumer, the Referral Specialist shall issue the Consumer a Transportation Approved Voucher Form (hereinafter "Travel Voucher") for travel within the Orlando EMA (Lake, Orange, Osceola, and Seminole Counties). The Referral Specialist shall complete the sections relating to the Consumer name, date, number of passengers, and destination of Service. The Consumer shall coordinate Services with the Recipient approved Transportation Service Agency (hereinafter "Transportation Agency"), except for Consumers who require assistance for which Services shall be scheduled by the Referral Specialist.
- a.) In order to be eligible for door-to-door services a Consumer must comply with the following:
    - i) Consumer shall be Ryan White Eligible.
    - ii) Consumer shall not have the functional ability to use the fixed bus route.
    - iii) Consumer shall demonstrate that ALL other non-Ryan white transportation service alternatives have been exhausted.

- iv) Consumer shall be using the door-to-door service for a confirmed core medical care and/or Ryan White support service.
    - vii) Consumer lives more than one (1) mile from a bus stop.
  - b.) The Referral Specialist shall ensure that all of the services related to the door-to-door transportation service are recorded in Provide Enterprise.
  - c.) If door-to-door services are outside of the Orlando EMA, the Referral Specialist shall contact the Recipient for approval and appropriate procedures before scheduling.
4. The Referral Specialist shall coordinate with the Orange County Health Services Department Fiscal Office to reconcile monthly transportation bills as necessary.

**F. Food Services Coordination**

- 1. The Referral Specialist shall coordinate and approve all food services, including vouchers and food cards.
- 2. The Referral Specialist shall confirm Consumer eligibility prior to authorizing any Food Services. If the Consumer is eligible for food card, the Referral Specialist shall distribute food card received from the Ryan White Part A Program accordingly and shall record the food card in Provide Enterprise as indicated by the Recipient. The Referral Specialist shall ensure Consumer signs the “Food Services Rights and Responsibilities” form available in Provide Enterprise and upload in Consumer’s file.
  - a.) In order to be eligible for food gift card, the Referral Specialist shall verify the a Consumer meets the following requirements:
    - i) Consumer shall be Ryan White Eligible.
    - ii) Consumer shall live in Osceola, Seminole or Lake County.
    - iii) Consumer’s FPL shall be at or below 200%
    - iv) Consumer shall only be eligible for up to two \$25.00 food cards per month.
    - v) Consumer shall not purchase any of the items listed on the “Food Services Rights and Responsibilities”.
- 3. If food voucher services are deemed appropriate for the Consumer, the Referral Specialist shall issue the Consumer a Food Voucher Form



(hereinafter "Food Voucher") for services at the contracted Food Provider.

b.) In order to be eligible for food voucher services a Consumer must comply with the following:

- i) Consumer shall be Ryan White Eligible.
- ii) Consumer shall live in Orange County.
- iii) Consumer's FPL shall be at or below 200%
- iv) Consumer shall only be eligible for up to two \$25.00 food vouchers per month.
- iv) Consumer shall not purchase any of the items listed on the "Food Services Rights and Responsibilities".

### **G. Nutritional Services Coordination**

- 5. The Referral Specialist shall coordinate and approve all nutritional supplements.
- 6. The Referral Specialist shall confirm Consumer eligibility prior to authorizing any Nutritional Supplements. If the Consumer is eligible for nutritional supplements, the Referral Specialist shall distribute the supplements received from the Ryan White Part A Program accordingly and shall record the supplements in Provide Enterprise as indicated by the Recipient.
- 7. In order to be eligible for nutritional supplements, the Referral Specialist shall verify that the Consumer has a valid Nutritional Plan signed by a licensed Dietitian.
- 8. If a Consumer needs more than two (2) cans of nutritional supplements per day, written approval from the Recipient shall be obtained before distributing the supplements to the Consumer.

### **H. Case Closure**

1. Case closure is a process by which Consumers are unenrolled from the Referral Specialist's services. The process includes formally notifying Consumers of pending case closure and completing a case closure summary which is to be kept in the respective Consumer file.

2. All attempts to contact the Consumer about case closure shall be documented in the Consumer's file, as well as the reason for closure.

3. Consumer cases may be closed for any of the following:

- a.) the Consumer has relocated outside the Orlando EMA service area;
- b.) the Referral Specialist's inability to contact the Consumer;
- c.) voluntary termination by the Consumer;
- d.) unacceptable Consumer behavior; and
- e.) Consumer death.

4. In those cases where case closure is based on the Referral Specialist's inability to contact the Consumer, the Referral Specialist shall refer the Consumer's information to an Early Intervention Specialist and/or the Anti-Retroviral Treatment and Access to Services (ARTAS) program in hopes of reengaging the Consumer into care.

5. In cases where the Consumer has relocated, the Referral Specialist shall obtain as much information as possible regarding the relocation of the Consumer, such as forwarding address, county and state of relocation.

6. If a Consumer is asked to leave the program the Referral Specialist shall work with Agency in making every effort to link the Consumer or the Consumer's family with appropriate services.

7. The Referral Specialist shall work with the Agency in conducting a formal termination-of-service evaluation and assessment of unmet needs. The Referral Specialist shall inform the Recipient's office of the findings, in writing, as appropriate to the Contract and with the permission of the Consumer or his/her legal guardian.

8. The Referral Specialist shall not close a Consumer's case without Supervisor approval.

**I. Training.** Referral Specialist shall comply with all training requirements set forth by the Agency in accordance with this Contract and as may otherwise be deemed necessary by the Recipient.

#### **IV. Supervisor Responsibilities**

A. Supervisor shall be available to provide guidance, support, and Consumer-care related supervision to the Referral Specialist.

B. Supervision of the Referral Specialist by the Supervisors may be conducted in individual or group/multidisciplinary team case conference formats.

C. Consumer-care related supervision shall be documented in the Consumer's case file at least once each quarter.

D. Supervisors shall keep record of all cases reviewed and shall be required to provide approval for all case closures.

## **V. Grant Award.**

A. The total Grant award amount to the Agency, under this Contract, shall not exceed \$ (insert dollar amount) 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 Grantee, the Agency shall not be authorized to incur costs exceeding the amount issued by the Grantee on the Delivery Order ("DO"). The Grantee shall notify the Agency of any change 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 to the total Grant award for this Contract shall require an amendment to the Contract which shall be approved 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 DO or executed amendment to this Contract may be denied at the sole discretion of the Grantee.

## **VI. Funding.**

A. The Grant Funds received under this Contract shall be used solely for the coordination of allowable medical case management services.

B. Use of Grant Funds for any provisions not provided for under this Contract 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 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. The Agency acknowledges that funding for services under the Ryan White part A Program is limited and shall be based on availability. Funding amounts shall not be guaranteed and may be subject to change at the sole discretion of the Recipient.

F. The Agency acknowledges that any remaining unspent Funds awarded for the Grant year shall not be carried over to the following Grant year.

## **VII. Data and Quality Management:**

A. **Quality Management.** The Agency shall have in place a written quality assurance and continuous quality improvement process and quality management plan that ensures ongoing quality assurance activities.

B. **Service Unit Definition:** 1 unit = 15 minute encounters. Encounters can be face-to-face and non-face-to-face contact.

C. **Outcome Measures and Indicators:** Outcomes and indicators shall be as established by the Recipient in accordance with HRSA standards and regulations, as applicable.

### **D. Service Documentation:**

1. Service Providers are expected to utilize measured program and service delivery outcomes in order to enhance service delivery. Performance improvement and corrective action plans closing the identified performance gaps shall be provided to the Recipient on a quarterly basis. Submission dates shall be as established by the Recipient's Office. Failure to provide the required reports shall be considered as non-compliance with this Contract and may result in the withholding of payment for services or termination of this Contract.

2. The Agency shall report Service activities on a monthly basis by the fourth (4<sup>th</sup>) business day of the month, or as additionally requested by the Recipient.

3. Reportable Service activity shall include, but not be limited to, unduplicated Consumers, number of visits, Service units, demographics, risk factors, WICY (Women, Infant, Children and Youth) data, clinical outcomes, county of residence, and other data as described in this Contract, or as requested by the Recipient.

4. Reports shall be collected using Provide Enterprise or other systems, as designated by the Recipient.
5. Upon Recipient request, the Agency shall provide documentation that Grant Funds under this Contract are used only to support eligible activities.

**E. Staffing Requirements/Qualifications:**

Licensing/Credentials

Referral Specialist qualifications shall include an associate's or bachelor's level degree in a social science field and at least one (1) year of case management experience. An individual with an associate's or bachelor's degree in any field other than a social science field must have at least one (1) year of direct HIV/AIDS case management experience.

All provider sites shall possess appropriate occupational licensing from Orange County or other county of location and other applicable incorporated areas (i.e., City of Orlando, Winter Park, Apopka, etc.). Licenses shall be displayed prominently in the provider's premises.

Supervision shall be provided by a Master's Degree level professional in the fields of mental health, social work, counseling, or social science or nursing.

**VIII. 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 this Contract and the associated Recipient shall be within the approved budget, including administrative costs which shall not exceed ten-percent (10%) of the total Contract amount, as applicable. For any position that is fully or partially paid for by Ryan White Part A funding, the total of all work time of that position, allocated to or paid

for by all funding sources, may not exceed one-hundred percent (100%) of its total available work time.

- 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.

#### **IX. Recordkeeping and Accounting Standards.**

- A. The Federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (sub-recipient) 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 from indirect costs; establish separate cost centers for each service category to capture allowable (reimbursable) costs; establish separate cost centers for each service category to capture unallowable costs, and the value of donated goods and services, if applicable.
- 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 of cost allocation.
- D. The Agency shall maintain monthly postings and closing of accounting records.
- E. The Agency shall be responsible for maintaining 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. The Agency shall be mindful in the establishment of cost centers in the accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.
- G. Any cost analysis system shall involve close cooperation between the fiscal and program staff.
- H. Consultation and agreement with organization officials on the structure of general ledger accounts and the treatment of each type of cost will facilitate

appropriate allocation of costs.

- I. 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 must then be identified so that costs related to those activities can be captured in the service category cost center.

## **X. Billing Requirements and Payments:**

### **A. Billing Requirements:**

1. The Agency shall submit all invoices and/or requests for reimbursement/invoice to the Recipient by the fourth (4<sup>th</sup>) business day of each month with the required supporting documentation. The Agency understands that any unspent Funds from any given Grant year shall not be carried forward to the following Grant year.
2. The Agency shall 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.
3. 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 shall be responsible for working 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 shall 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 shall be reduced and expenses disallowed.
4. 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 good and services reflected by the billings;
  - vii) Current period 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; and
- x) Statement that the costs are in compliance with the terms and conditions of the Contract.

## **B. Payments**

1. This is a Flat-Fee , Fixed-Price (unit rate) and Cost Reimbursement contract. The Recipient shall pay the Agency for delivery of services provided in accordance with the term of this Contract.

2. The Agency shall provide monthly invoices with complete supporting documentation for all service units billed.

3. **Flat-Fee.**

- a. Orientation shall be paid at a flat fee of **\$4,749** for the first thirty (30) days from the date of hire or as approved by the Recipient.
- b. The Agency shall submit a Flat-Fee invoice for Referral Specialist Orientation upon completion of the same. Supporting documentation, which shall include Recipient's approved Orientation Form and copies of certificates for required training, shall be submitted with the invoice.

4. **Fixed-Price Unit Rate.**

a.) Referral Specialist will be paid at a fixed-price unit rate of **\$8.79** per unit. A unit of service is a quarter-hour (15 minutes). The annual number of units billed per position shall not exceed 6,480.

b.) The Agency shall submit a fixed-price unit rate invoice for Referral Specialist with supporting documentation that shall include the approved Recipient invoice form, required reports from Provide Enterprise and training certificates if applicable.

c.) The following requirements apply for Fixed-Price Unit Rate reimbursement:

- i. If a service activity for an individual Consumer takes less time than one unit of service on a given day, the billing claim shall be rounded up examples of which are as follows: (i) for a 15-minute unit, services taking up to 5 minutes would be rounded up to 1/3 unit (.33); (ii) services from 6 – 10 minutes would be rounded up to 2/3 units (.67); and (iii) services taking 11 minutes and up would be rounded up to a full unit.
- ii. A unit of Service is based on time spent by the Agency's staff engaged in a reimbursable Service activity.



- iii. If multiple units of the same service are provided on the same day, the actual time spent should be totaled and rounded up to the nearest one-third unit of service. The provider may not round each period of service prior to the summing total.
- iv. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for the day.
- v. Upon receipt, review, and approval of the Agency's completed payment package for compliance with the Contract provisions, the Recipient will authorize payment.
- vi. The overall period for reimbursement of approved payment package may take up to forty-five (45) days from the date of approval by the Recipient. Invoices 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.
- vii. The Recipient shall not pay more than twenty-five percent (25%) of the Contract amount per quarter, as identified in the approved budget, without permission from the Ryan White Part A Office. If the contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

## **5. Cost Reimbursement**

- a.) Rent shall be reimbursed for those agencies with Ryan White Part A Referral Specialist positions in Lake, Osceola, and Seminole counties. Rental reimbursement shall be capped at \$1,250.00 a month, for an annual maximum allows of no more than \$15,000 per county.
- b.) The Recipient shall pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract for Referral Specialist Supervisors. The budget cost reimbursement invoice shall include the following:

### **i. Salaries.**

- 1.) 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.

2.) 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.**

1.) 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.

2.) 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.

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

**iii. Staff Training Travel Costs and Expenses.**

1.) List travel costs according to local and long distance travel.

2.) The budget shall also reflect the travel expenses (e.g., airfare, lodging, parking, per diem, etc.) for each person and trip associated with participation in meetings and other proposed trainings or workshops.

3.) Mileage costs for local travel shall outline and include the mileage rate, number of miles, reason for travel, and staff member(s)/ Consumer(s) completing the travel.

4.) All travel costs, including mileage rate, shall be in accordance with Section 112.061, Florida Statutes, as may be amended from time to time.

**iv. Office Supplies.**

1.) List the items that the project will use. In this category, separate office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each must be listed separately.

2.) Copies of paid invoices showing the cost of items purchased and proof of payment.

**v. Equipment.**

1.) List equipment cost, copy of invoice and proof of payment.

2.) Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (Five Thousand Dollars) or more and a useful life of one (1) or more years). For example, items such as computers and furniture.

**vi. Other Expenses.** List all direct costs incurred that do not fit into any other category.

**vii. Total Operating (Direct Cost) Expenses.** All costs listed above shall be considered as operational expenses/direct costs.

**viii. Administrative Expenses.**

1.) There shall be an administrative cost cap that shall not exceed ten percent (10%) of the contractual amount expended. Indirect costs shall be included as part of the administrative costs.

2.) All expenses submitted under this category shall be related to the administrative costs which shall include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.

3.) The Agency shall only submit invoices for indirect costs if the Agency has developed a "Costs Allocation Plan" and has an approved rate from Federal Cognizant Agency or the non-federal entity may elect to charge "de minimis" rate of 10% of modified total direct costs (MTDC), which may be

used indefinitely, as described in 45 CFR 75, as applicable Indirect (F&A) costs of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Indirect costs are the same as administrative costs for the purposes of this Contract. Modifications within each category of the above line-item budget of less than ten percent (10%) of any permitted line-item are permitted without prior approval by the Recipient, so long as notification of such modification(s) are submitted to the Recipient. Budget line-item shifts of ten percent (10%) or more shall require the submittal of a written request, prior review and approval by the Recipient.

- ix. Completed invoices shall include a copy of the approved annual budget, the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the Recipient's office and will be processed for payment only after documentation has been verified for completeness.
  - x. All financial transactions and invoices will be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The Recipient shall review Program expenditures to ensure that Funds are expended by the end of the Grant year to promote the efficient use of all resources and prevent the reversion of Funds to the federal government.
6. In addition, the Recipient may require a more detailed budget breakdown than the one contained herein, and the Agency shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the Recipient.
7. The Agency shall provide monthly invoices with complete supporting documentation for all units of Service billed.
8. The following requirements shall apply for line-item budget cost reimbursement:
- vii. Upon receipt, review, and approval of the Agency's completed payment package for compliance with Contract provisions, the Recipient will authorize payment.
  - viii. The overall period for reimbursement of an approved payment package may take up to forty-five (45) days from the date of approval by the Recipient. Invoices submitted by the Agency which are determined by the Recipient to be incomplete, or

those failing to include all of the required supporting documentation, shall be rejected and may result in a delay in processing or potential denial of payment.

9. The Recipient shall not pay more than twenty-five percent (25%) of the Contract amount per quarter, as identified in the approved budget, without permission from the Recipient's Ryan White Part A Office. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

## **XI. Indemnification 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 part by any act or omission of the Agency of 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. Insurance.** The Agency 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 and acceptance of insurance maintained by the Agency, is not intended to and shall not in any manner limit or qualify the liabilities assumed by the Agency under this Contract. Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

The Agency 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](http://www.floir.com/companysearch) and A.M. Best*

Ratings are available at [www.ambest.com](http://www.ambest.com))

Required Coverage:

Commercial General Liability – The Agency 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 (Five Hundred Thousand Dollars), per occurrence. Agency 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. In the event that an Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes. Additional insured and waiver of subrogation endorsements for liability policies or self-insurance programs are not required for State agencies.

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 applicable policy number.)

Professional Liability: The Agency shall maintain professional liability with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency 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 Supplement Extended Reporting Period (SERP) during the life of this Contract, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of any obligation to provide replacement coverage.

By entering into this Contract, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition not permit the Agency to enter into a pre-loss agreement to waiver subrogation without an endorsement, the Agency 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 the execution and commencement of any operations/services provided

under this Contract, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency 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 Commissioner.

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 Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency 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 replacement policy(ies.)

The certificate holder shall read:

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

## **XII. General Conditions of Award:**

### **A. Service Locations, Days, and Hours of Operation**

Services are to be provided in Orange, Seminole, Lake and Osceola Counties or as stated and approved by the Recipient in the Work Plan. Hours of operation will be available at least Monday - Friday: 8:00 am - 5:00 pm, or as otherwise approved in writing by the Recipient. The Agency shall submit a listing of planned holidays as part of the work plan narrative for review and approval.

### **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 those individuals who are visually or hearing impaired, shall be available. When Consumers prefer another language or require special assistance, due to such circumstances illiteracy or the need for a translator, such special assistance shall be made available as appropriate.

**ATTACHMENT “B” INDEX:**

- 1) 45 CFR §75.207 (Specific Award Conditions)**
- 2) 45 CFR §75.341 (Financial Reporting)**
- 3) 45 CFR §75.342 (Monitoring and Reporting Program Performance)**
- 4) 45 CFR §75.352 (Requirements for Pass-Through Entities)**
- 5) 45 CFR §75.361 (Retention Requirements for Records)**
- 6) 45 CFR §75.364 (Access to Records)**
- 7) 45 CFR §75.365 (Restrictions on Public Access to Records)**
- 8) 45 CFR §75.371 (Remedies for Non-Compliance)**
- 9) 45 CFR §75.372 (Termination)**
- 10)45 CFR §75.373 (Notification of Termination Requirement)**
- 11)45 CFR §75.374 (Opportunities to Object, Hearings and Appeals)**
- 12)45 CFR §75.375 (Effects of Suspension and Termination)**
- 13)45 CFR §75.381 (Closeout)**
- 14)45 CFR §75.386 (Post-Closeout Adjustments and Continuing Responsibilities)**
- 15)45 CFR §75.391 (Collection of Amounts Due)**



**45 CFR §75.207 Specific award conditions.**

- (a) The HHS awarding agency or pass-through entity may impose additional specific award conditions as needed in accordance with paragraphs (b) and (c) of this section, under the following circumstances:
  - (1) Based on the criteria set forth in §75.205;
  - (2) When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
  - (3) When an applicant or recipient fails to meet expected performance goals as described in §75.210, or;
  - (4) When the applicant or recipient is not otherwise responsible.
- (b) These additional Federal award conditions may include items such as the following:
  - (1) Requiring payments as reimbursements rather than advance payments;
  - (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
  - (3) Requiring additional, more detailed financial reports;
  - (4) Requiring additional project monitoring;
  - (5) Requiring the non-Federal entity to obtain technical or management assistance; or

(6) Establishing additional prior approvals.

(c) The HHS awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable, and
- (5) The method for requesting reconsideration of the additional requirements imposed.

(d) Any specific conditions must be promptly removed once the conditions that prompted them have been corrected.

#### **45 CFR §75.341 Financial reporting.**

Unless otherwise approved by OMB, the HHS awarding agency may solicit only the standard, OMS-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

#### **45 CFR §75.342 Monitoring and reporting program performance.**

(a) *Monitoring by the non-Federal entity.* The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure

compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §75.352.

(b) *Non-construction performance reports.* The HHS awarding agency must use standard, OMS-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMS and listed on the OMS Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the HHS awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the HHS awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the HHS awarding agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMS-approved government-wide standard information collections when providing performance information. As appropriate in accordance with the above-mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMS:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the HHS awarding agency program, the HHS awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
  
- (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
  
- (c) *Construction performance reports.* For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by HHS awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The HHS awarding agency may require additional performance reports only when considered necessary.
  
- (d) *Significant developments.* Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the HHS awarding agency or pass-through entity as soon as the following types of conditions become known:
  - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
  
- (e) The HHS awarding agency may make site visits as warranted by program needs.
  
- (f) The HHS awarding agency may waive any performance report required by this part if not needed.

## **45 CFR § 75.352 Requirements for pass-through entities.**

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
  - (1) Federal Award Identification.
    - (i) Subrecipient name (which must match the name associated with their unique entity identifier);
    - (ii) Subrecipient's unique entity identifier;
    - (iii) Federal Award Identification Number (FAIN);
    - (iv) Federal Award Date (see §75.2 Federal award date);
    - (v) Subaward Period of Performance Start and End Date;
    - (vi) Amount of Federal Funds Obligated by this action;
    - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
    - (viii) Total Amount of the Federal Award;
    - (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    - (x) Name of HHS awarding agency, pass-through entity, and contact information for awarding official,

- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
  - (xii) Identification of whether the award is R&D; and
  - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §75.414).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
  - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the HHS awarding agency including identification of any required financial and performance reports;
  - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in §75.414(f).
  - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
  - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

- (1) The subrecipient's prior experience with the same or similar subawards;
  - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with subpart F, and the extent to which the same or similar subaward has been audited as a major program;
  - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
  - (4) The extent and results of HHS awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a HHS awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §75.207.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and performance reports required by the pass-through entity.
  - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §75.521.

- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
  - (1) Providing subrecipients with training and technical assistance on program- related matters; and
  - (2) Performing on-site reviews of the subrecipient's program operations;
  - (3) Arranging for agreed-upon-procedures engagements as described in §75.425.
  
- (f) Verify that every subrecipient is audited as required by subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §75.501.
  
- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass- through entity's own records.
  
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §75.371 and in program regulations.

**45 CFR §75.361 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the HHS awarding agency or pass- through entity in the case of a subrecipient. HHS awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:



- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the HHS awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the HHS awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
  - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-

year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

**45 CFR §75.364 Access to records.**

- (a) Records of non-Federal entities. The HHS awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
  
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the HHS awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the HHS awarding agency or delegate.
  
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. HHS awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities

**45 CFR §75.365 Restrictions on public access to records.**

No HHS awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the HHS awarding agency can demonstrate that such records will be kept confidential and

would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C.552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the HHS awarding agency. The Freedom of Information Act (5U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §75.322. Unless required by Federal, state, local, or tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

#### **45 CFR §75.371 Remedies for noncompliance.**

If a non-Federal entity fails to comply with Federal statutes, regulations, or the terms and conditions of a Federal award, the HHS awarding agency or pass-through entity may impose additional conditions, as described in §75.207. If the HHS awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the HHS awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the HHS awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend (suspension of award activities) or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HHS awarding agency regulations at 2 CFR part 376 (or in the case of a pass-through entity, recommend such a proceeding be initiated by a HHS awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

#### **45 CFR §75.372 Termination**

- (a) The Federal award may be terminated in whole or in part as follows:
  - (1) By the HHS awarding agency or pass-through entity, if a non-Federal entity fails to comply with terms and conditions of a Federal award;
  - (2) By the HHS awarding agency or pass-through entity for cause;
  - (3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
  - (4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the HHS awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the HHS awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§75.381 and 75.386.

#### **45 CFR §75.373 Notification of termination requirement.**

- (a) The HHS awarding agency or pass-through entity must provide to the non-Federal entity a notice of termination.

- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the HHS awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.

**45 CFR §75.374 Opportunities to object, hearings and appeals.**

- (a) Upon taking any remedy for non-compliance, the HHS awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the HHS awarding agency. The HHS awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings to which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.
- (b) See also:
  - (1) 42 CFR part 50, subpart D for the Public Health Service Appeals Procedures,
  - (2) 45 CFR part 16 for the Procedures of the Departmental Appeals Board, and
  - (3) 45 CFR part 95, subpart A for the time limits for states to file claims.
  - (4) 45 CFR part 95, subpart E for the State cost allocation plan disapprovals.

#### **45 CFR §75.375 Effects of suspension and termination.**

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the HHS awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

#### **45 CFR §75.381 Closeout.**

The HHS awarding agency or pass-through entity will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. This section specifies the actions the non-Federal entity and HHS awarding agency or pass-through entity must take to complete this process at the end of the period of performance.

- (a) The non-Federal entity must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The HHS awarding agency or pass-through entity may approve extensions when requested by the non-Federal entity.
- (b) Unless the HHS awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- (c) The HHS awarding agency or pass-through entity must make prompt payments to the non-Federal entity for allowable reimbursable costs under the Federal award being closed out.

- (d) The non-Federal entity must promptly refund any balances of unobligated cash that the HHS awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see §75.391 for requirements regarding unreturned amounts that become delinquent debts.
- (e) Consistent with the terms and conditions of the Federal award, the HHS awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
- (f) The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§75.317 through 75.323 and 75.343.
- (g) The HHS awarding agency or pass-through entity should complete all closeout actions for Federal awards no later than 180 calendar days after receipt and acceptance of all required final reports.

**45 CFR §75.386 Post-closeout adjustments and continuing responsibilities.**

- (a) The closeout of a Federal award does not affect any of the following:
  - (1) The right of the HHS awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The HHS awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
  - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
  - (3) Audit requirements in subpart F of this part.
  - (4) Property management and disposition requirements in §§75.317 through 75.323.

- (5) Records retention as required in §§75.361 through 75.365.
  
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the HHS awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate

**45 CFR §75.391 Collection of amounts due.**

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the HHS awarding agency may reduce the debt by:
  - (1) Making an administrative offset against other requests for reimbursements;
  - (2) Withholding advance payments otherwise due to the non-Federal entity; or
  - (3) Other action permitted by Federal statute.
  
- (b) Except where otherwise provided by statutes or regulations, the HHS awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal (See also HHS Claims Collection regulations at 45 CFR part 30.)



**ATTACHMENT B1**

ALLOWABLE COST THAT MAY REQUIRED PRIOR WRITTEN APPROVAL		
2 CFR 200.407	PRIOR WRITTEN APPROVAL (prior approval) - CHECKLIST	DOES THE EXCEPTION APPLY OR REQUIRE WRITTEN APPROVAL? (YES/NO)
(a)	§200.201 Use of Grant Agreements (including Fixed amount awards), cooperative agreements, and contracts, paragraph (b) (5)	
(b)	§200.306 Cost sharing or matching	
(c)	§200.307 Program Income	
(d)	§200.308 Revision of budget and program plans	
(e)	§200.322 Fixed amount subawards	
(f)	§200.413 Direct cost, paragraph (c )	
(g)	§200.430 Compensation-personal services, paragraph (h)	
(h)	§200.431 Compensation-fringe benefits	
(i)	§200.438 Entertainment costs	
(j)	§200.439 Equipment and other capital expenditures	
(k)	§200.440 Exchange rates	
(l)	§200.441 Fines, penalties, damages and other settlements	
(m)	§200.442 Fund raising and investment management costs	
(n)	§200.445 Goods or services for personal use	
(o)	§200.447 Insurance and indemnification	
(p)	§200.454 Memberships, subscriptions and professional activity costs, paragraph (c )	
(q)	§200.455 Organization costs	
(r)	§200.456 Participant support costs	

**ATTACHMENT B1**

(s)	\$200.458	Pre-awards costs	
(t)	\$200.462	Rearrangement and reconversion costs	
(u)	\$200.467	Selling and marketing costs	
(v)	\$200.474	Travel costs	

**ORANGE COUNTY, FLORIDA**

*and*

**BUSINESS ASSOCIATE**

**ADDENDUM TO CONTRACT NO. YXX-XXX**

*related to*

**BUSINESS ASSOCIATE ASSURANCE OF COMPLIANCE WITH THE  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)  
PRIVACY, BREACH AND SECURITY RULES AND THE  
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

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**THIS ADDENDUM** is by and between, **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its **COUNTY DEPARTMENT/DIVISION** (the “Covered Healthcare Component”), and **BUSINESS ASSOCIATE NAME** (“Business Associate”), located at **BUSINESS ASSOCIATE ADDRESS**. The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, the County has been designated as a “Hybrid Entity” under the HIPAA Privacy and Security Rules, 45 CFR §164.105; and

**WHEREAS**, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, has documented that its **COUNTY DEPARTMENT/DIVISION** is a “Covered Healthcare Component” of the County and, as such, when the County is acting through its **COUNTY DEPARTMENT/DIVISION**, it must be treated as a “Covered Entity”; and

**WHEREAS**, in connection with the provision of services to the County (collectively referenced to as “Services”) by the Business Associate, the County, through its Covered Healthcare Component, may disclose 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; and

**WHEREAS**, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered

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Healthcare Components, receives 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, the Covered Entity or Hybrid Covered Entity; and

**WHEREAS**, the purpose of this Addendum 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, and 42 CFR Part 2, where applicable, and as amended; and

**WHEREAS**, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. YXX-XXX (the "Agreement") and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance 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, and 42 CFR Part 2, where applicable, and as amended.

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

**Section 1. Incorporation**

- A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.
- B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.
- C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

**Section 2. Definitions.**

- A. Terms used, but not otherwise defined, in this Addendum 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.
1. ***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. **Designated Record Set** shall mean 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.
3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Florida Information Protection Act** shall mean the Florida Information Protection Act ("FIPA") codified at §501.171, Florida Statutes.
5. **HIPAA Privacy and Security Rules** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. **Individual** shall mean 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).
7. **Individually Identifiable Health Information** shall mean 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; (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 (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County's policies and procedures as they relate to its, and its Covered Healthcare Component's, compliance with HIPAA Privacy and Security Rules.

9. **Personally Identifiable Information (“PII”)** shall mean either of the following:
- a. 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:
    - i. A social security number;
    - ii. 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;
    - iii. 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;
    - iv. Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
    - v. An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
    - vi. Any other identifier, as referenced in the Department of Health & Human Services “Safe Harbor Standards.”
    - vii. The term “Personally Identifiable Information” 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.
  - b. 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.

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- c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
10. **Protected Health Information (“PHI”)** shall mean an individual’s identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, 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 pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.
11. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR §164.103.
12. **Secretary of Health and Human Services** shall mean the Secretary of the Health and Human Services (“HHS”) or any other officer or employee of HHS to whom the authority involved has been delegated.
13. **Security Incident or Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
14. **Use** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

**Section 3. Scope of Agreement**

A. **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. Additionally, the Parties agree that they shall maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

B. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and representatives. The Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions brought against the County, including costs and attorneys' fees, resulting from the breach by the Business Associate of the confidentiality requirements of this Addendum.

**Section 4. Privacy of Protected Health Information and Confidentiality of Personal Information.**

A. **Permitted Uses and Disclosures of PHI and PII by Business Associate.** The Business Associate may use, or disclose, PHI and PII received from the County to its officers and employees. The Business Associate may disclose PHI and PII to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PII 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 otherwise authorized by this Addendum or otherwise governed by law, are prohibited.

B. **Responsibilities of the Business Associate.** Regarding the use or disclosure of PHI and PII, the Business Associate agrees to:

1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.
3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.



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4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, 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 PII that it creates receives, maintains, or transmits on behalf of the County.
5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
8. At the request of, and in the time and manner designated by, the County, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.
9. At the request of, and in the time and manner designated by, the County, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

C. **Compliance with the County's Policies.** The Business Associate hereby agrees to abide by the County's policies and practices for its Covered Healthcare Component that relate to the confidentiality, privacy, and security of PHI and PII.

D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:

1. the disclosure is required by law; or
2. the Business Associate obtains reasonable assurances from the person to whom the PHI and PII 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 PII.

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

F. **Compliance.** The Business Associate agrees to keep all PHI and PII confidential and secure in compliance with the provisions of this Addendum and according to current state and federal laws.

## **Section 5. Confidentiality**

A. In the course of performing under this Addendum, 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.

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B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The Parties, including their employees, agents, or representatives shall:

1. not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Addendum, or as mandated by the State of Florida's Public Records Laws;
2. only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
3. advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

C. This provision shall not apply to Confidential Information:

1. after it becomes publicly available through **no fault** of either Party;
2. which is later publically released by either Party in writing;
3. which is lawfully obtained from third parties without restrictions; or
4. which can be shown to be previously known or developed by either Party independently of the other Party.

**Section 6. Security**

A. **Security of Electronic Protected Health Information and Personal Information.** The 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 PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

B. **Reporting Security Incidents.** The Business Associate will report to the County any Incident of which the Business Associate becomes aware that is:

1. a successful unauthorized access, use or disclosure of Electronic PHI or PII;
2. a modification or destruction of electronic PHI or PII; or

3. interference with system operations in an information system containing electronic PHI or PII.

**Section 7. Reporting Requirements**

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

B. **Reporting to the County.**

1. The Business Associate will report to the County within:
  - a. two (2) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
  - b. twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Incident; (f) and the name and title of the individual the County should contact for additional information.
4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
6. The Business Associate will cooperate with the County 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 the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

C. **Reporting to Individuals.** In the case of a breach of PHI or PII discovered by the Business Associate, the Business Associate shall first notify the County 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 PII 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 are likely to reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PII, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

D. **Reporting 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 PII of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall provide notice to prominent media outlets serving the state or relevant portion of the state involved.

E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PII 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

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submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

F. **Content of Notices.** All notices and reports required under this Addendum 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.

1. 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: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured PHI and PII that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (c) the steps individuals should take to protect themselves from potential harm resulting from the breach; (d) 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; and (e) 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.

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

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

I. **Mitigation.** The 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 PII in violation of this Addendum, the HIPAA Privacy and Security Rules, HITECH Act, and FIPA.

J. A violation of this Section shall be a material violation of this Addendum.

**Section 8. Termination**

A. **Automatic Termination.** The County is authorized to automatically terminate the Agreement, if it determines that the Business Associate has violated a material term of this Addendum.

B. **Opportunity to Cure or Terminate.** At the County's sole discretion, the County may either: (1) provide notice of breach and an opportunity for the Business Associate to reasonably and promptly cure the breach or end the violation and terminate the Agreement if the Business Associate does not cure the breach, or end the violation within the reasonable time specified by the County; or (2) immediately terminate the Agreement if the Business Associate has breached a material term of this Addendum and cure is not possible.

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

D. **Duties of Business Associate Upon Termination of the Agreement.**

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.
2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PII in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PII not feasible.

**Section 9. Miscellaneous**

A. **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that the Agreement, and any and all activities performed thereunder, is 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

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recognize and agree that the Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Addendum accordingly.

B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum 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.

C. **Survival.** The rights and obligations of the Parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.

D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.

E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.

F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.

G. **Indemnification.** To the fullest extent permitted by law, the Business Associate 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, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, 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 Business Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of §768.28, Florida Statutes.

H. **Signatory Authority.** Each signatory to this Addendum 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.

I. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the HIPPA Privacy Rules or other applicable federal law.



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J. **Notice.** All notices and other communications under this Addendum 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).

**To the County:**

Orange County HIPAA Privacy Officer  
2002-A East Michigan Street  
Orlando, FL 32806  
(407) 836-9214

**AND**

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

**To the Business Associate:**

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

K. **Severability.** If any provision of this Addendum, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Addendum, 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 Addendum 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 Addendum 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.

L. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Addendum without the expressed written consent of the County, which shall be at the sole discretion of the County. 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.

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M. **Venue and Waiver of Jury Trial.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Addendum shall be brought in the federal or state courts located in Orange County, Florida, 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. Any and all rights to a trial by jury are hereby waived.

N. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum 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 Addendum 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.

O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

**IN WITNESS HEREOF**, the parties have executed this Addendum as of the date first above written.

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**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

BY: \_\_\_\_\_  
Carrie Woodell, MPA, CPPO, CPPB, CFCM  
Manager, Procurement Division

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

**THE BUSINESS ASSOCIATE**

Business Associate: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF** \_\_\_\_\_)

**COUNTY OF** \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Signature Notary Public  
Print, Type/Stamp Name of  
Notary

Personally Known [ ] or Produced Identification [ ]

Type of Identification Produced: \_\_\_\_\_

**ATTACHEMENT D  
TABLE OF DELIVERABLES**

<b>Tasks</b>	<b>Description of Deliverables</b>	<b>Due Dates</b>	<b>Frequency</b>
1.1	Work Plan (s) and deviation notices	30 days after contract execution date and upon revisions	Subsequent to receipt of initial and final award (30 days)
1.2	Line-Item Budget	30 days after contract execution date	Subsequent to receipt of initial and final award (30 days)
1.3	Monthly invoices	By the 4 <sup>th</sup> Working Day of Each Month	Monthly
1.4	Annual Ryan White Services Report (RSR)	February 28 <sup>th</sup>	Annually
1.5	Required audits for the previous fiscal year(s).	180 days after the close of the Agency's fiscal year	Annually
1.6	Insurance Requirements	Upon Contract Execution and upon revisions	Annually and upon revisions
1.7	Special request for additional information, as necessary, to comply with Federal and Recipient requirements	As requested	As needed

# **ATTACHMENT E**

## **PROPOSAL FORMAT Part 1 Title Page**

**PART 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
<b>TOTAL</b>	

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.

<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;"><b>Authorized Signature</b></td> <td style="width: 30%; border: none;"><b>Typed Name</b></td> <td style="width: 20%; border: none;"><b>Title</b></td> <td style="width: 20%; border: none;"><b>Date</b></td> </tr> </table>	<b>Authorized Signature</b>	<b>Typed Name</b>	<b>Title</b>	<b>Date</b>
<b>Authorized Signature</b>	<b>Typed Name</b>	<b>Title</b>	<b>Date</b>	

Corporate Seal

**OR**

Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_  
  
NOTARY PUBLIC, State of Florida at Large

**ATTACHMENT F**

PROPOSAL FORMAT

Part 2 Title Page

**PART 2**

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

<b>Full, Legal Name of Organization</b>	<b>Local Address of Organization</b>

<b>Proposed Service</b>	<b>Total \$ Request</b>

<b>Contact Person (Liaison):</b>
<b>Address:</b>
<b>Phone Number:</b>
<b>Fax Number:</b>
<b>E-Mail Address:</b>

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.

<hr/>	<hr/>	<hr/>	<hr/>
<b>Authorized Signature</b>	<b>Typed Name</b>	<b>Title</b>	<b>Date</b>

Corporate Seal

**OR**

Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC, State of Florida at Large



**ATTACHMENT G**

**PROPOSAL FORMAT  
WORK PLAN**

# Orlando EMA – Ryan White Part A Program WORK PLAN

## SERVICE CATEGORY

## AGENCY NAME

Number of Anticipated Unduplicated Consumers

Number of Anticipated Units

### Languages:

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

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## 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 please include how billing and budget will be track, and who is the contact person responsible for reporting.

## 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 Grantee by the deadlines established. If there are any changes once work plan has been approved, the agency must contact the Grantee thirty (30) days before changes are implemented for review and approval.

# **ATTACHMENT H**

## **PROPOSAL FORMAT TRAINING AND ORIENTATION**



# **ATTACHMENT I**

## **PROPOSAL FORMAT LINE ITEM BUDGET**

# Orlando EMA Ryan White Part A Program

AGENCY NAME  
 FY 2018- 19 / BUDGET  
 FORM F101

TYPE OF SERVICE:

CONTRACT NUMBER:

CONTRACT AMOUNT:

DELIVERY ORDER NUMBER:

Budget Categories	Original Budget	Amended Budget	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Exp YTD	Available	% Spent
<b>Direct Costs</b>																	
Salaries																	
Benefits																	
Travel																	
Supplies																	
Equip																	
Cell Phone																	
<b>Total Direct Costs</b>																	
<b>Indirect Costs</b>																	
Salaries																	
Benefits																	
Travel																	
Supplies																	
Copier																	
Audit																	
Phone																	
Internet																	
<b>Total Indirect Cost (10% of Direct Cost)</b>																	
<b>TOTAL Delivery Order</b>																	

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





