



NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y19-180-SW, HEALTH AND SUPPORT SERVICES
FOR PERSONS WITH HIV SPECTRUM DISEASE (RYAN WHITE PART A)
TERM CONTRACT**

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 \$10,433,527.00. 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.

Copies of the Request for Proposals (RFP) documents may be obtained from the Orange County Procurement Division at the below address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp>

PROPOSAL SUBMISSION DUE DATE:

Sealed proposals in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time)**, Thursday, January 10, 2019, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

PRE-PROPOSALS CONFERENCE:

A **Non-Mandatory Pre-proposal Conference** will be held on Tuesday, December 18, 2018, **2:00pm**, located at **2002A East Michigan Street, Orlando, Florida 32806**. Attendance is not mandatory but is encouraged.

NOTICE TO PROPOSERS:

To ensure that your bid 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 Sherry Wooten, Purchasing Agent at Sherry.Wooten@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Sherry.Wooten@ocfl.net, no later than 5:00 PM Friday, December 21, 2018 to the attention of Sherry Wooten, Procurement Division, referencing the RFP number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

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.

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage page of this RFP, 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.

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. **However, you may contact the Purchasing Agent at any time during this process, including during the Black Out Period.**

No oral interpretation of this Request for Proposals 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.

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 therefrom.

3. 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.

4. MULTIPLE AWARD

The County reserves the right to make multiple awards based on the results of this RFP. It is the intent of the county to award as follows:

LOT A – Mental Health and Substance Abuse Outpatient Services – Two (2) Awards

LOT B – Early Intervention Services – One (1) Award

LOT C – Psychosocial Support Services (Peers) – One (1) Award

LOT D – Substance Abuse Treatment Services - Residential – One (1) Award

5. 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.

6. BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement at Attachment No. 1 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.

7. INSURANCE

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

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

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

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

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Required Coverage:

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

Sexual Abuse & Molestation- with a limit of not less than \$500,000 per occurrence/claim

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

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

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

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

The certificate holder shall read:

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

8. POST AWARD MEETING

Within **ten** (10) days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

9. 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.

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

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.

10. 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.

11. CLARIFICATION

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

12. 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 one hundred and twenty (120) 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.

13. 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

Proposers are encouraged to utilize the label provided herein.

14. 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.

15. 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.

16. 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.

17. PUBLIC ENTITY CRIME

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

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

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

18. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

19. 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.

20. 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.

21. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work.

22. 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.

23. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

24. 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.

25. **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.

26. **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.

27. **PUBLIC RECORDS COMPLIANCE**
(APPLICABLE FOR SERVICE CONTRACTS)

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

- 1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5897**

28. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

29. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a proposer considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

30. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

31. CONTRACTUAL AGREEMENT

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

32. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this offer, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this offer have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

34. **FEDERAL REQUIREMENTS**

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

This contract is subject to change based on guidance from the Federal funding source.

35. SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS

- A. Orange County is receiving federal funding through the Health Resources and Services Administration for the services solicited in the Request for Proposals (RFP). Accordingly, Orange County's M/WBE ordinance and program do not apply to this solicitation.
- B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five "affirmative steps" designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- C. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements”. The affidavit shall be notarized for this bid to be responsive.
 - D. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
 1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women’s business enterprises;
 2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women’s media that target small and minority businesses and women’s business enterprises.
 3. Documentation of sources used to identify potential small and minority businesses and women’s business enterprises. A suggestion would be searching through the SBA’s Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.
 - E. **Failure to submit an executed and notarized “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements” and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive.**
 - F. The awarded contractor will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
 - G. Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.

36. SYSTEM FOR AWARD MANAGEMENT: SUSPENSION AND DEBARMENT

- A. *Definitions.* As used in this provision—
 1. “Registered in the System for Award Management (SAM) database” means that—The Government has marked the record “Active”. See www.sam.gov.

2. “Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. For the purpose of verification the unique entity identifier shall be the D-U-N-S number, as issued by Dun & Bradstreet. See <https://fedgov.dnb.com/webform>.
- B. By submission of an offer, the respondent acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to the County’s posted award recommendation, during performance, and through final payment of any contract resulting from this solicitation.

SUBMISSION REQUIREMENTS

- C. The respondent shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Respondent’s name and address exactly as stated in the offer. The unique entity identifier will be used by the County to verify that the Respondent is registered in the SAM database.
- D. If the respondent does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one.

ATTENTION:

Processing time, which may take approximately ten (10) business days, should be taken into consideration when registering. Respondents who are not registered should consider applying for registration immediately upon receipt of this solicitation. Respondents may obtain information on registration at www.sam.gov.

The respondent should be prepared to provide the following information:

1. Company legal business name.
 2. Tradestyle, doing business, or other name by which your entity is commonly recognized.
 3. Company Physical Street Address, City, State, and Zip Code.
 4. Company Mailing Address, City, State and Zip Code (if separate from physical).
 5. Company telephone number.
 6. Date the company was started.
 7. Number of employees at your location.
 8. Chief executive officer/key manager.
 9. Line of business (industry).
 10. Company Headquarters name and address (reporting relationship within your entity).
- E. **If the Respondent does not become registered in the SAM database before the County issues its recommendation of award posting, the offer shall be deemed non-responsible and the County will proceed to recommend award to the next otherwise successful registered respondent.**

37. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of an offer the Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

SECTION 2
SPECIFICATIONS / SCOPE OF SERVICES

SPECIFICATIONS / SCOPE OF SERVICES

LOT A

Service Category: Mental Health Services

Available Funds: \$300,000

Health Resources and Services Administration (“HRSA”) Definition:

Mental Health Services:

Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

I. Orlando EMA Service Philosophy:

- A.** People living with HIV (PLWH) 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.
- B.** The Orlando Eligible Metropolitan Area (EMA) Ryan White HIV/Aids Program (RWHAP) Part A (“Recipient”) funds mental health services, which include psychological and psychiatric treatment, as well as counseling services (collectively referred to as “Services”). All such Services provided under this Contract shall be furnished to those PLWH (“Client”) who meet the eligibility requirements set forth by the Recipient. The provision of Services shall be for Clients who have been diagnosed with a mental illness and based upon a detailed treatment plan, which has been signed by the mental health professional rendering services (“Treatment Plan”).

Recipient is seeking mental health service models capable of providing Services by mental health professionals who are licensed and authorized to perform such Services within the State of Florida (“Service Providers”) which may include, but is not limited to, psychiatrists, psychologists, and licensed clinical social workers (“Program”). In Florida, mental health professionals, licensed or authorized, include: licensed mental health counselors, licensed marriage and family therapists, psychiatrists, psychologists, and licensed clinical social workers. This Program shall be available to Clients and Client’s Family based upon their respective Treatment Plan and provided in either individual or group settings.

The Agency shall ensure that all Service Providers demonstrate knowledge of HIV-spectrum disease, its psychosocial dynamics and implications, including cognitive impairment and generally accepted treatment modalities and practices. Proposed models shall offer both group and individual therapy sessions. Group therapy shall be provided through structured sessions based on the Client’s stage of diagnosis and take into consideration the individual Client and Client Family member’s language, ethnicity, gender and sexual orientation.

II. Eligibility Requirements and Agency Responsibilities.

A. Eligibility.

1. The Agency shall confirm eligibility for each Client from the Referral Specialist or through the Recipient approved electronic data management system (“EDMS”) prior to performing any Services under this Contract. Evidence of such eligibility, and any recertification, shall be retained in the Client’s electronic EDMS file. No Services shall be provided without confirmation of eligibility.

B. Agency Responsibilities.

1. The Agency shall ensure its compliance to the Recipient with the following:
2. The Agency shall ensure that Services are provided by qualified mental health professionals who are licensed and certified, as applicable, with the State of Florida. Service Provider licenses and certifications shall be current and remain valid during the term of this Contract. Copies of Service Provider licenses and certifications shall be provided to the Recipient upon request.
3. The Agency shall ensure that a separate detailed Treatment Plan has been created for each individual receiving Services. Treatment Plans shall be retained in the respective Client file and shall include the following:
 - a. the diagnosed mental illness or condition;
 - b. the treatment modality (group or individual);
 - c. the start date for mental health services;
 - d. the recommended number of sessions;
 - e. a date for reassessment;
 - f. projected treatment end date; and
 - g. any recommendation for follow-up.
4. All Treatment Plans shall be signed by the mental health professional rendering Service and retained in the respective Service recipient’s file.
5. The Agency shall ensure that all Client files provide adequate documentation of the Services provided (e.g. crisis intervention, biopsychosocial assessment, etc.), dates of Service, and consistency with the RWHAP Part A Program requirements.
6. The Agency will provide, through its Service Providers, a comprehensive mental health service and holistic continuum of care to treat the complex needs of PLWH with co-morbidity, which shall provide orientation, assessment, referral and linkage through an on-site continuum of care.
7. The Agency shall provide for each Client, at a minimum, an assessment and diagnosis, history, mental health examination, treatment goals, pharmacological treatment as indicated, mental health counseling for individual and group.

8. The Agency shall demonstrate a method for provision of Services in cases of emergencies occurring outside of regular and extended business hours.
9. The Agency shall maintain documentation demonstrating that Funds received under this Contract (hereinafter “Grant Funds” or “Funds”) are used only for those Services allowable under this Contract.
10. The Agency shall maintain personnel files for each employee. Personnel files shall include documentation regarding complete background screenings, trainings, annual performance reviews, and other necessary qualifications all of which shall be in compliance with the established standards for the respective license and/or certification. The Agency shall ensure that all Service Providers are licensed Medicaid providers.
11. The Agency shall ensure that employees providing Services are provided with access to a computer, with internet connection, and a telephone line allowing for the completion of the assigned job responsibilities in a timely and efficient manner.
12. The Agency shall comply with the National Monitoring Universal Fiscal and Programmatic Standards (www.hab.hrsa.gov/manageyourgrant/granteebasics.html) as well as all local service standards (www.ocfl.net/RyanWhite).
13. Agency representative(s) shall attend all Recipient scheduled provider meetings and quality management trainings as indicated by the Recipient.

C. Employee Training.

1. The Agency shall establish a formal training program for the ongoing training of all employees and supervisors (hereinafter referred to as “Supervisors”) to ensure the delivery of quality Services under this Contract.
2. The Agency shall implement the employee training program (hereinafter “Training”) through training program plans (hereinafter “Training Plans”) for ongoing staff development and training of staff. Maintenance of licensure and certification, as applicable, is the responsibility of the respective employee; however, the Agency shall ensure that no Services are provided under this Contract without ensuring that the employee providing such Services possesses a valid license/certification. Training shall be used to enhance knowledge and update staff with current treatment modalities.
3. The Agency shall furnish to the Recipient a description and explanation of the Training and the Training Plans offered to the employees for approval. Training Plans shall include the position title, training title, frequency of training, date of training completion, number of Client credit and contact hours, and delineation of whether the specific training is mandatory.

4. As part of the Training Plan, employees shall develop the skills necessary to assist in the execution of the goals and outcomes, as well as generally accepted clinical guidelines for the Client as set forth by the American Psychological Association's AIDS-related policy statements.
5. The Agency shall ensure that Training includes the following topics:
 - a. Establishing rapport and a professional relationship with the Clients;
 - b. Methods of engaging Clients;
 - c. Special Issues relating to working with PLWH and people affected by HIV ;
 - d. Confidentiality/HIPAA and professional ethics;
 - e. Knowledge of public assistance programs, eligibility requirements, and benefits; and
 - f. The Agency's emergency plan, disaster relief resources, and planning and procedures;

Training shall also include, but not be limited to, cultural sensitivity issues, case management issues, bio-psychosocial issues surrounding the HIV disease, and any other training proposed and/or approved by the Recipient.

6. Documentation of training shall be included in each individualized Training Plan and shall be signed and dated by both the employee and their respective Supervisor. All documentation of training attendance and completion shall be included in the employee's personnel file and made available to the Recipient upon request.

D. Supervisor Training. Supervisors shall complete a comprehensive training program which shall be approved by the Recipient with topics to include the following: (i) the basics of HIV care and treatment; (ii) appropriate boundaries; and (iii) necessary communication skills relating to specific HIV disease issues such as adjustment disorders, anxiety or depression, sleep disorders, substance use disorder, psychiatric disorders, physical illness, depressive disorders, mania, dementia, delirium, psychotropic medication related disorder.

E. Outreach Activities.

1. The Agency shall conduct outreach activities for potential Clients to promote the availability of services.
2. Outreach activities shall include, but are not limited to, participation in health fairs, community events, collaboration with other providers, and the posting of flyers for potential Clients.
3. The Agency shall have an outreach plan and shall provide evidence of such arrangements to the Recipient upon request.

F. Key Points of Entry.

1. The Agency shall maintain appropriate relationships with Key Points of Entry ("KPOE"), as defined by HRSA, into the health care system.

2. KPOE shall include, but not be limited to, HIV counseling and testing centers, emergency rooms, substance use disorder and mental health treatment programs, sexually transmitted infection (“STI”) clinics, detoxification centers, detention facilities, public health departments, and homeless shelters.
3. The Agency shall document all referrals in writing with the KPOE. Such documented evidence shall be maintained and made available to the Recipient as requested.

G. Orientation. The Agency shall establish an orientation program (hereinafter “Orientation”) for new employees. During Orientation, activities shall include Recipient approved and required trainings such as, but not be limited to: (i) RWHAP Overview (ii) attendance of supervision in staff meetings (iii) shadowing other staff (iv) conferences (v) webinars and (vi) encounters with Clients.

III. Agency’s Role.

A. Agency’s Role.

1. **Information and Referral.** The Agency shall provide information and referrals to other agencies for allowable services, as needed.
2. **Medical and Medication Assistance.**
 - a. Work as part of the Client’s health care team through regular participation in Client case conferences, group and/or multidisciplinary staffing as applicable, in order to improve the assessment of the Client’s needs. Documentation shall include the date of the case conference, names and titles of participants, biopsychosocial issues and concerns identified, description of guidance and/or follow-up plans.
 - b. Assist and reinforce Client compliance with their respective Treatment Plan as a basis to promote the practice of healthy behavior.
 - c. Complement rather than replace the roles of other healthcare and service professionals through the monitoring of Client progress.
3. **Miscellaneous.**
 - a. The Agency shall have the ability to work with various target populations including the following:
 - i. MSM (men having sex with men);
 - ii. Youth (13-24);
 - iii. Homeless and precariously housed individuals;
 - iv. Transgender individuals;
 - v. Incarcerated individuals or those transitioning from prison;
 - vi. Immigrants, refugees, and undocumented individuals;
 - vii. Individuals with injection drug use and/or other substance use disorders; and
 - viii. Seniors (55+).

- b. The Agency shall ensure that the appropriate release forms have been signed by the Client prior to providing Services in the presence of anyone other than the Client.

B. Supervisor Roles and Responsibilities.

1. Providing technically competent and motivational support to staff and Clients.
2. Work with staff, through the Agency's adopted Training Plan, to address stress, burnout, and other psychological aspects as they relate to the roles and responsibilities, and to assist staff to stay within the scope of work.
3. Provide Client care related supervision.
4. Provide staff oversight to assist in boundary setting and continued performance excellence, in accordance with the requirements set forth herein.
5. Meet regularly with staff to discuss issues relating to the Clients.
6. Supervisors shall maintain a professional demeanor.
7. All Client-care related supervision shall be documented in the Client's EDMS electronic case file as indicated by the Recipient.
8. Staff performance evaluations to be completed annually and maintained in personnel file.

C. Discharge/Graduation.

1. Case closure is a process by which Clients are dis-enrolled from active Services.
2. All attempts to contact the Client and notifications about case closure shall be communicated to the Referral Specialist and/or Medical Case Manager as well as documented in the Client's EDMS electronic file and shall include the reason(s) for closure.
3. Cases may be closed when the Client:
 - a. has achieved the goals listed on the Treatment Plan;
 - b. has become ineligible for Services;
 - c. is deceased;
 - d. no longer needs the Service;
 - e. decides to discontinue the Service;
 - f. the Service Provider is unable to contact the Client thirty (30) days after expired eligibility; or
 - g. is found to be improperly utilizing the Service or is asked to leave the program.
4. Supervisor approval is required for all case closures.

IV. Grant Award.

- A.** The total Grant award amount to the Agency, under this Contract, shall not exceed \$300,000 for the term of the Contract. The disbursement of Funds shall be subject to availability and appropriate budget authority.
- B.** Until otherwise provided with written notification from the Recipient, the Agency shall not be authorized to incur costs exceeding the amount issued by the Recipient on the Delivery Order (“DO”). The Recipient 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 Delivery Order or executed amendment to this Contract may be denied at the sole discretion of the Recipient.

V. Funding.

- A.** The Grant Funds received under this Contract shall be used solely for the coordination of allowable Services as contemplated herein.
- B.** Use of Grant Funds for any Services, other than those specifically described in this Scope of Service, may be deemed as a breach, which may result in termination of this Contract, at the sole discretion of the Recipient.
- C.** The Agency agrees to return any Funds received under this Contract for Services provided to Clients 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 request from the Agency whereby the services rendered do not comply with this Contract.
- E.** Funding is limited and shall be based on availability. Funding amounts 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.
- G.** The Agency shall not use funding received from the Recipient as a sole or primary basis to apply for certification or recertification under the HRSA 340B Drug Pricing Program (“340B Program”). Recipient funding may be included as one of the required criteria necessary for 340B Program certification or recertification, but shall not be used by the Agency as the sole basis without prior written approval by the Recipient.
- H.** The Grant funds received under this contract shall be used to provide services for a full twelve (12) months regardless of the timeframe in which funds are exhausted.

VI. 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 and improvement activities.
- B. Service Unit Definition:** For quality management purposes, one (1) unit of service shall be measured by:
1. 1 unit = 30 minute office visit
 2. 1 unit = 1 Treatment Plan Development
 3. 1 unit = 1 Treatment Plan Review
 4. 1 unit = 1 Bio-psychosocial evaluation
- C. Outcome Measures and Indicators:** At a minimum, all Service Providers shall adopt the Outcomes and Indicators as established by the Recipient in accordance with the HRSA standards and regulation, as applicable.
- D. Service Documentation.**
1. Service Providers shall 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 (4th) business day of the month, or as additionally requested by the Recipient.
 3. Reportable Service activity shall include, but not be limited to, unduplicated Clients, 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 the Recipient approved EDMS 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. Requirements.** Agency sites shall possess appropriate occupational licensing by the county in which they are located and by the incorporated areas within the county, if applicable. Licenses shall be displayed prominently in the Agency's premises.

VII. 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. 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 an 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. For any position that is fully or partially paid for by RWHAP Part A funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time.
- C. 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.

VIII. Recordkeeping and Accounting Standards.

- A. The federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (as sub-recipients) who receive Grant Funds shall demonstrate that they can adequately track, manage, and account for Grant Funds.
- B. The Agency's financial management system shall have the capacity to segregate direct costs 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' actual time and effort by Service, funding source for each service category, and documentation for cost allocation.
- D. The Agency shall provide monthly postings and closing of account records.
- E. The Agency shall maintain an acceptable recordkeeping system, which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to the RWHAP Part A funding source.
- F. The Agency shall have a basic accounting system, which identifies the total cost of the Agency's organization, and the Agency shall make full use of the Agency's financial accounting system to separate costs into cost centers.
- G. The Agency shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.

- H. Any cost analysis system shall involve cost cooperation between the fiscal and program staff.
- I. Consultation and agreement with organization officials on the structure of general ledger accounts and the treatment of each type of cost will facilitate appropriate allocation of costs.
- J. Service categories shall be as defined by the Recipient in the Contract to allow for service category cost identification. All activities involved in delivering the service category shall then be identified so that costs related to those activities can be captured in the service category cost center.

IX. 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 (4th) business day of each month. 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 will not receive payment for work found by the Recipient to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, or regulation.
- 3. The Agency (sub-recipient) invoices shall be reviewed by the Recipient and their fiscal staff for appropriateness and thoroughness. If, after review of an invoice, an issue or concern with the sub-recipient is identified, the Recipient's staff will promptly work with the Agency to resolve the issue or concern. As part of this attempt, the Recipient's staff may request clarification of any unusual, miscellaneous, excessive, or potentially unallowable charged invoiced by the Agency. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the Recipient's office shall contact the Agency who shall promptly provide detailed justifications and support. In the event the Agency fails to promptly 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:
 - a. Name of Agency;
 - b. Agency address;
 - c. Date of invoice;
 - d. Invoice number;
 - e. Period of performance covered by invoice;
 - f. Description of goods and services reflected by the billings;
 - g. Current period of costs (with sufficient detail and backup information);

- h. Sub-recipient contact person with respect to the invoice;
 - i. Statement that the expended funds are reasonable, allowable, and allocable;
 - j. Statement that the costs are in compliance with the terms and conditions of the Contract; and
 - k. An EDMS report or such additional information as may be requested by the Recipient.
5. The Agency shall ensure that RWHAP Part A is the payer of last resort. The Agency shall bill any other funding source, including Medicaid and Medicare that the client may have before utilizing RWHAP Part A funds. In accordance with 45 CFR 75, all program income generated and used shall be tracked and reported to the Recipient's Office.

B. Payments.

1. This is a Fixed-Price (unit rate) contract. The Recipient will pay the Agency for the delivery of service units provided in accordance with the term of this Contract. Reimbursement for individual and group therapy, case consultation, and case summary development is based on a thirty-minute counseling session and is reimbursable at a rate not to exceed \$45.00 per unit for individual and \$10.00 per unit for group therapy, case consultation and case summary development (1unit=30minute session).
2. Reimbursement for individual sessions is calculated for each Client receiving the therapy; whereas, reimbursement for group therapy, case consultation, and case summary development are calculated by the collective number of Clients multiplied by the time spent conducting these activities.
3. Reimbursements for psychiatric sessions are based on 30 minute sessions for new patients and are reimbursed at a rate not to exceed \$146.64 per unit, and 15 minute sessions for established patients at a rate not to exceed \$97.43 per unit.
4. For unit based reimbursement, the following requirements apply:
 - a. A unit of service is based on actual time spent by Agency staff engaged in a reimbursable service activity.
 - b. If a service activity for an individual Client takes less time than one unit of service on a given day, the billing claim should be rounded up to the nearest one third unit of service.
 - c. Actual appointment start and end times should be listed on billing backup with the Client's Provide ID .
 - d. 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 that day.

- e. The Agency can request a maximum reimbursement of 26 hours (52 units) of individual counseling sessions per Client per year.
 - f. The Agency can request a maximum reimbursement of 39 hours (78 units) of group therapy per Client per year.
 - g. Additional individual counseling or group therapy sessions must be pre-approved by the Recipient's Office.
5. The Agency shall provide monthly invoices with complete supporting documentation for all service units billed.
6. The following requirements shall apply for fixed-price unit rate reimbursement:
- a. A unit of service is based on actual time spent by Agency staff engaged in a reimbursable service activity.
 - b. Upon receipt, review, and approval of the Agency's completed payment package for compliance with Contract provisions, the Recipient will authorize payment.
 - c. 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 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 or processing or potential denial of payment.
 - d. The Recipient will 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 RWHAP Part A Office. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

X. General Conditions of Award:

A. Service Locations, Days, and Hours of Operation

Services shall be provided in Orange, Seminole, Lake and Osceola Counties or as stated and approved by the Recipient in the Proposal. Services shall be provided Monday-Friday 8:00 a.m. – 5:00 p.m. hours and after hours to accommodate the needs of the Clients. The Agency shall submit the hours of operation and a listing of planned holidays as part of the Proposal 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 Clients requiring special assistance such as visually or hearing impaired persons shall be available. When Clients prefer another language or require reasonable special assistance, due to circumstances such as illiteracy or the need of a translator, such reasonable special assistance shall be made available by the Agency as appropriate.

Service Category: Substance Abuse Treatment Services-Outpatient
Available Funding: \$100,000

Health Resources and Service Administration (“HRSA”) Definition:

Substance Abuse Outpatient Care:

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

- Screening
- Assessment
- Diagnosis, and/or
- Treatment of substance use disorder, including:
- Pretreatment/recovery readiness programs
- Harm reduction
- Behavioral health counseling associated with substance use disorder
- Outpatient drug-free treatment and counseling
- Medication assisted therapy
- Neuro-psychiatric pharmaceuticals
- Relapse prevention

I. Orlando EMA Service Philosophy:

- A.** People living with HIV (“PLWH”) 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.
- B.** The Orlando EMA Ryan White HIV/AIDS Program (RWHAP) Part A office (“Recipient”) funds certain outpatient substance abuse treatment services (collectively hereinafter referred to as “Services”). All such Services provided under this Contract shall be furnished to PLWH who meet the eligibility requirements, as set forth by RWHAP Part A (“Client”). The provision of Services shall be by, or under the supervision of, a physician or other qualified/ licensed personnel. A separate treatment plan shall be created for each Client which calls for only allowable activities that shall include: (1) the quantity, frequency and modality of treatment provided; (2) the date treatment begins and ends; (3) regular monitoring and assessment of Client progress; and (4) signature of the individual providing the service and/or the supervisor, as applicable (“Treatment Plan”).

Recipient is seeking outpatient substance abuse treatment service models capable of providing Services by, or under the supervision of, a physician or other qualified/licensed practitioner with the appropriate and valid licensure and certification, as may be required by the State of Florida (“Service Providers”). All Services shall be provided to the Client on an outpatient basis in accordance with their respective Treatment Plan (“Program”).

The Agency shall ensure that all Services are provided with an approach that is nonjudgmental, courteous, and which provides an empathetic service environment. Service Providers shall be required to demonstrate adherence to generally accepted clinical guidelines for the substance abuse treatment of people living with HIV. Proposed Service models shall offer regular, ongoing outpatient substance abuse monitoring and counseling for individuals, groups, families, and couples with a ratio of group participants to counselor of no higher than 15:1.

II. Eligibility Requirements and Agency Responsibilities.

A. Eligibility.

- A.** The Agency shall confirm eligibility for each Client from the Referral Specialist or through the Recipient approved electronic data management system (“EDMS”) prior to performing any Services under this Contract. Evidence of such eligibility, and any recertification, shall be retained in the Client’s electronic EDMS file. No Services shall be provided without confirmation of eligibility.
- B.** All Clients seeking Services under this Contract shall have been under the care of a licensed physician within the twelve (12) months prior to receiving Services. Clients who have not received care within the required twelve (12) month period shall be referred to a Medical Case Manager for assistance medical care within ten (10) business days of their request for Services under this Contract.

B. Agency Responsibilities.

1. The Agency shall ensure its compliance to the Recipient with the following:
 - a. The Agency shall ensure that Services are provided by qualified professionals who are licensed and certified, as applicable, with the State of Florida. All counselors providing substance use counseling services shall possess a post-graduate degree in an appropriate counseling related field, or shall be a Certified Addiction Professional (“CAP”). Any non-certified counselor providing substance use counseling services under this Contract shall be supervised by a qualified professional, as identified in 65D-30 of the Florida Administrative Code.
 - b. Service Provider licenses and certifications shall be current and remain valid during the term of this Contract. Copies of Service Provider licenses and certifications shall be provided to the Recipient upon request.
 - c. The Agency shall ensure that a separate detailed Treatment Plan has been established within thirty (30) days of identifying the individual Client’s needs. The Treatment Plan shall offer the most appropriate care and include the need for intensive counseling.
 - d. All Treatment Plans shall be retained in the respective Client file and shall include the following:
 - i. re-evaluation on a monthly basis to ensure monitoring of Client progress,
 - ii. identification of emerging needs,
 - iii. health education,
 - iv. Client progress, and
 - v. development of alternate strategies to support Client efficacy in addressing substance use issues
 - e. All Treatment Plans shall be signed by the substance use professional rendering Service and retained in the respective Service recipient’s file.
 - f. The Agency shall ensure adequate documentation associated with the provision of Services under this Contract.
 - g. Treatment Plans shall be Client-driven and shall include, as appropriate, health education, relapse prevention and after-care strategies, supervised therapy to support medical adherence and recovery, Client empowerment, and other supportive services.

- h. Proposed group therapy interventions shall include, at a minimum, relapse prevention, pain management, support systems, education discussions regarding interactions of HIV medications with street drugs, reducing risk of medication abuse, family and support systems, gender issues, and other pertinent issues.
- i. The Agency shall demonstrate a method for provision of Services in cases of emergencies occurring outside of regular and extended business hours.
- j. The Agency shall maintain documentation demonstrating that Funds received under this Contract (hereinafter “Grant Funds” or “Funds”) are used only for those Services allowable under this Contract.
- k. The Agency shall maintain personnel files for each employee. Personnel files shall include documentation regarding complete background screenings, trainings, annual performance review and other necessary qualifications all of which shall be in compliance with the established standards for the respective license and/or certification. The Agency shall ensure that all Service Providers are licensed Medicaid providers.
- l. The Agency shall ensure that employees providing Services are provided with access to a computer, with internet connection, and a telephone line allowing for the completion of the assigned job responsibilities in a timely and efficient manner.
- m. The Agency shall comply with the National Monitoring Universal Fiscal and Programmatic Standards (www.hab.hrsa.gov/manageyourgrant/granteebasics.html) as well as all local service standards (www.ocfl.net/RyanWhite).
- n. Agency representative(s) shall attend all Recipient scheduled provider meetings and quality management trainings as indicated by the Recipient.

B. Employee Training.

1. The Agency shall establish a program for the ongoing training of all employees and supervisors (hereinafter referred to as “Supervisors”) to ensure the delivery of quality Services under this Contract.
2. The Agency shall implement the employee training program (hereinafter “Training”) through training program plan (hereinafter “Training Plans”) for ongoing staff development and training of staff. Any applicable licensure or certification required shall remain the responsibility of the individual employee; however, the Agency shall ensure that no Services are provided under this Contract without ensuring that the employee providing such Services possesses a valid license/certification. Training shall be used to enhance knowledge and update staff with current treatment modalities.
3. The Agency shall furnish to the Recipient a description and explanation of the Training and the Training Plans offered to the employees for approval. Training Plans shall include the position title, training title, frequency of training, date of training completion, number of credit and contact hours, and delineation of whether the specific training is mandatory.
4. As part of the Training Plan, employees shall develop the skills necessary to assist in the execution of the goals and outcomes, as well as recommended treatment and services.
5. The Agency shall ensure that the Training includes the following topics:
 - a. Establishing rapport and a professional relationship with the Clients;
 - b. Methods of engaging Clients;
 - c. Special Issues relating to working with PLWH and people affected by HIV;
 - d. Confidentiality/HIPAA and professional ethics;
 - e. Knowledge of public assistance programs, eligibility requirements, and benefits; and
 - f. The Agency’s emergency plan, disaster relief resources, and planning and procedures.

Training shall also include, but not be limited to, cultural sensitivity issues, case management issues, bio-psychosocial issues surrounding the HIV disease, and any other training proposed and/or by the Recipient.

6. Documentation of training shall be included in each individualized Training Plan and shall be signed and dated by both the employee and their respective Supervisor. All documentation of training attendance and completion shall be included in the employee’s personnel file and made available to the Recipient upon request.

C. Supervisor Training. Supervisors shall complete a comprehensive training program, which shall be approved by the Recipient, with topics to include the following: (i) the basics of HIV care and treatment; (ii) appropriate boundaries; and (iii) necessary communication skills relating to specific HIV disease issues such as principles for treatment and housing, precautions for caregivers and people living with HIV, and pre- and post-test counseling and social and legal aspects relevant to this service population.

D. Outreach Activities.

1. The Agency shall conduct outreach activities for potential Clients to promote the availability of services.
2. Outreach activities shall include, but are not limited to, participation in health fairs, community events, collaboration with other providers, and the posting of flyers for potential Clients.
3. The Agency shall have an outreach plan and shall provide evidence of such arrangements to the Recipient upon request.

E. Key Points of Entry

1. The Agency shall maintain appropriate relationships with Key Points of Entry (“KPOE”), as defined by HRSA, into the health care system.
2. KPOE shall include, but not be limited to, HIV counseling and testing centers, emergency rooms, substance use disorder and mental health treatment programs, sexually transmitted infection (“STI”) clinics, detoxification centers, detention facilities, public health departments, and homeless shelters.
3. The Agency shall document all referrals in writing with the KPOE. Such documented evidence shall be maintained and made available to the Recipient as requested.

- F. Orientation.** The Agency shall establish an orientation program (hereinafter “Orientation”) for new employees. During Orientation, activities shall include Recipient approved and required trainings such as, but not be limited to: (i) RWHAP Overview (ii) attendance of supervision in staff meetings (iii) shadowing other staff (iv) conferences (v) webinars and (vi) encounters with Clients.

III. Agency’s Role.

A. Agency’s Role.

1. **Information and Referral.** The Agency shall provide information and referrals to other agencies for allowable services, as needed.
2. **Medical and Medication Assistance.**
 - a. Work as part of the Client’s health care team through regular participation in Client case conferences, group and/or multidisciplinary staffing, as applicable, in order to improve the assessment of the Client’s needs. Documentation shall include the date of the case conference, names and titles of participants, issues and concerns, and/or follow-up plans.
 - b. Assist and reinforce Client compliance with their respective Treatment Plan as a basis to promote the practice of healthy behavior.
 - c. Complement rather than replace the roles of other healthcare and service professionals through the monitoring of Client progress.

3. **Miscellaneous.**

- a. The Agency shall have the ability to work with various target populations, including the following:
 - i. MSM (men having sex with men);
 - ii. Youth (13-24);
 - iii. Homeless and precariously housed individuals;
 - iv. Transgender individuals;
 - v. Incarcerated individuals or those transitioning from prison;
 - vi. Immigrants, refugees, and undocumented individuals;
 - vii. Individuals with injection drug use and/or other substance use disorders; and
 - viii. Seniors (55+).
- b. The Agency shall ensure that the appropriate release forms have been signed by the Client prior to providing Services in the presence of anyone other than the Client.

B. Supervisor Roles and Responsibilities.

- 1. Providing technically competent and motivational support to staff and Clients.
- 2. Work with staff, through the Agency's adopted Training Plan, to address stress, burnout, and other psychological aspects as they relate to the roles and responsibilities, and to assist staff to stay within the scope of work.
- 3. Provide Client related supervision.
- 4. Provide staff oversight to assist in boundary setting and continued performance excellence, in accordance with the requirements set forth herein.
- 5. Meet regularly with staff to discuss issues relating to the Clients.
- 6. Supervisors shall maintain a professional demeanor.
- 7. All Client-care related supervision shall be documented in the Client's EDMS electronic case file as indicated by the Recipient.
- 8. Staff performance evaluations to be completed annually and maintained in personnel file.

C. Discharge/Graduation.

- 1. Case closure is a process by which Clients are dis-enrolled from active Services.

2. All attempts to contact the Client and notifications about case closure shall be communicated to the case manager, as well as documented in the Client's EDMS electronic file, and shall include the reason(s) for closure.
3. Cases may be closed when the Client:
 - a. has achieved the goals listed on the Treatment Plan;
 - b. has become ineligible for Services;
 - c. is deceased;
 - d. no longer needs the Service;
 - e. decides to discontinue the Service;
 - f. the Service Provider is unable to contact the Client thirty (30) days after expired eligibility; or
 - g. is found to be improperly utilizing the Service or is asked to leave the program.
4. Supervisor approval is required for all case closures.

IV. Grant Award.

- A.** The total Grant award amount to the Agency, under this Contract, shall not exceed \$100,000 for the term of the Contract. The disbursement of Funds shall be subject to availability and appropriate budget authority.
- B.** Until otherwise provided with written notification from the Recipient, the Agency shall not be authorized to incur costs exceeding the amount issued by the Recipient on the Delivery Order ("DO"). The Recipient will 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 Recipient.

V. Funding.

- A.** The Grant Funds received under this Contract shall be used solely for the coordination of allowable Services as contemplated herein.
- B.** Use of Grant Funds for any Services, other than those specifically described in this Scope of Service, may be deemed as a breach, which may result in termination of this Contract, at the sole discretion of the Recipient.
- C.** The Agency agrees to return any Funds received under this Contract for Services provided to those Clients 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 request from the Agency whereby the services rendered do not comply with this Contract.
- E. Funding is limited and shall be based on availability. Funding amounts 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.
- G. The Agency shall not use funding received from the Recipient as a sole or primary basis to apply for certification or recertification under the HRSA 340B Drug Pricing Program (“340B Program”). Recipient funding may be included as one of the required criteria necessary for 340B Program certification or recertification, but shall not be used by the Agency as the sole basis without prior written approval by the Recipient.
- H. The Grant funds received under this contract shall be used to provide services for a full twelve (12) months regardless of the timeframe in which funds are exhausted.

VI. 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 and improvement activities.
- B. **Service Unit Definition.** For quality management purposes, one (1) unit of service shall be measured by:
 - 1. 1 unit = 30 minute office visit
 - 2. 1 unit = 1 intake/admission
 - 3. 1 unit = 1 Opiate Therapy Dosage
 - 4. 1 unit = Urinary Drug Screening Test
 - 5. 1 unit = 1 Treatment Plan Development
 - 6. 1 unit = 1 Treatment Plan Review
 - 7. 1 unit = Bio-psychosocial evaluation
- C. **Outcome Measures and Indicators.** At a minimum, all Service Providers shall adopt the Outcomes and Indicators as established by the Recipient in accordance with the 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 (4th) business day of the month, or as additionally requested by the Recipient.
3. Reportable Service activity shall include, but not be limited to, unduplicated Clients, 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 the Recipient approved EDMS 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. Requirements

1. Agency sites shall possess appropriate occupational licensing by the county in which they are located and by the incorporated areas within the county, if applicable. Licenses shall be displayed prominently in the Agency's premises.
2. Service Providers shall be licensed by the Florida Department of Children and Families ("DCF") as a substance use treatment program and shall comply with all associated requirements.

VII. 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 as 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 Grant, 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 the Ryan White HIV/AIDS Program Part A funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall 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.

VIII. Recordkeeping and Accounting Standards.

- A.** The federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (as sub-recipients) who receive Grant Funds shall demonstrate that they can adequately track, manage, and account for Grant Funds.
- B.** The Agency's financial management system shall have the capacity to segregate direct costs 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 for cost allocation.
- D.** The Agency shall provide monthly postings and closing of account records.
- E.** The Agency shall maintain an acceptable record keeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to the RWHAP Part A funding source.
- F.** The Agency shall have a basic accounting system, which identifies the total cost of the Agency's organization, and the Agency shall make full use of the Agency's financial accounting system to separate costs into cost centers.
- G.** The Agency shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.
- H.** Any cost analysis system shall involve cost cooperation between the fiscal and program staff.
- I.** Consultation and agreement with organization officials on the structure of general ledger accounts and treatment of each type of cost will facilitate appropriate allocation of costs.
- J.** Service categories will be defined by the Recipient in the Contract to allow for Service category cost identification. All activities involved in delivering the service category shall then be identified so that costs related to those activities can be captured in the service category cost center.

IX. 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 (4th) business day of each month. 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. The Agency (sub-recipient) invoices will be reviewed by the Recipient and their fiscal staff for appropriateness and thoroughness. If, after review of an invoice, an issue or concern with the sub-recipient is identified, the Recipient's staff will work with the Agency to resolve the issue or concern. As part of this attempt, the Recipient's staff may request clarification of any unusual, miscellaneous, excessive, or potentially unallowable charge invoiced by the Agency. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the Recipient's office will contact the Agency who shall provide detailed justifications and support. In the event the Agency fails to promptly 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:
 - a. Name of Agency;
 - b. Agency address;
 - c. Date of invoice;
 - d. Invoice number;
 - e. Period of performance covered by invoice;
 - f. Description of goods and services reflected by the billings;
 - g. Current period of costs (with sufficient detail and backup information);
 - h. Sub-recipient contact person with respect to the invoice;
 - i. Statement that the expended funds are reasonable, allowable, and allocable;
 - j. Statement that the costs are in compliance with the terms and conditions of the Contract; and
 - k. An EDMS report or such additional information as may be requested by the Recipient.
5. The Agency shall ensure that RWHAP Part A is the payer of last resort. The Agency shall bill any other funding source, including Medicaid and Medicare, that the client may have, before utilizing RWHAP Part A funds. In accordance with 45 CFR 75, all program income generated and used shall be tracked and reported to the Recipient's Office.

B. Payments.

1. Reimbursement for individual and group therapy, case consultation, and case summary development shall be based on a one half-hour counseling session and is reimbursable at a rate not to exceed \$45.00 (Forty-Five Dollars) per unit for individual and \$10.00 (Ten Dollars) per unit for group therapy, case consultation, and case summary development (unit = 30 minutes).

2. Reimbursements for psychiatric sessions are based on 30-minute sessions for new patients and shall be reimbursed at a rate not to exceed \$146.64 per unit and 15-minute session for established patients at a rate not to exceed \$97.43 per unit.
3. Treatment plan development fee: \$106.70 per event. Maximum of one (1) evaluation a year per Client or as approved by Recipient.
4. Treatment plan review fee: \$53.35 per event. Maximum of four (4) reviews a year per Client or as approved by Recipient.
5. Bio-psychosocial evaluation fee: \$52.80 per event. Maximum of one (1) evaluation per year per Client or as approved by Recipient.
6. Treatment Staffing fee: \$40.00 per unit. (1 unit = 30 minute session).
7. Reimbursement from individual sessions is calculated for each Client receiving therapy; whereas, reimbursement for group therapy, case consultation, and case summary development are calculated by the collective number of Clients multiplied by the time spent conducting these activities.
8. For unit based reimbursement, the following requirements apply:
 - a. A unit of service is based on actual time spent by the Agency staff engaged in a reimbursable service activity.
 - b. If a service activity for an individual Client takes less time than one unit of service on a given day, the billing claim should be rounded up to the nearest one-third unit of service.
 - c. Actual appointment start and end times should be listed on billing backup with Client Provide ID.
 - d. 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 that day.
9. The Agency shall provide monthly invoices with complete supporting documentation for all service units billed.
10. The following requirements shall apply for fixed-price unit rate reimbursement:
 - a. A unit of service is based on actual time spent by Agency staff engaged in a reimbursable service activity.
 - b. Upon receipt, review, and approval of the Agency's completed payment package for compliance with Contract provisions, the Recipient will authorize payment.
 - c. 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

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 in processing or potential denial of payment.

- d. The Recipient will 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. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

11. Reimbursements for Clients with an opiate addiction are as follows:

- a. Intake/Admission: \$90.00 one-time fee per Client. Service includes the intake with all aspects of the program; medical assessment to include history and physical, blood draw and lab work; nursing assessment, counseling assessment and financial screening.
- b. Methadone weekly dosing fee: a daily rate of \$12.00. This includes all medical appointments, counseling appointments, nursing assessment, daily dosing and all groups plus the medication.
- c. Suboxone weekly fee: a daily rate of \$25.00. This includes all medical appointments, counseling appointments, nursing assessment, daily dosing and all groups plus the medication.
- d. Urinary Drug Screening (UDS) fee: \$22.11 per unit / test. Maximum of one test per Client per visit.

12. Reimbursement for VIVITROL Services:

- a. VIVITROL Screening/Patient Medication Education: \$150.00 per client, per service.
- b. VIVITROL Assessment (Physical Exam and Lab Work): \$540 per client, per service.
- c. VIVITROL Administration (Cost of Medication; Dose Administration and Management by Medical Personnel; and Lab Work, of needed): \$1,331 per client per service.

X. General Conditions of Award.

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

Services shall be provided in Orange, Seminole, Lake and Osceola Counties or as stated and approved by the Recipient in the Proposal. Services shall be provided Monday-Friday 8:00 a.m. – 5:00 p.m. hours and after hours to accommodate the needs of the Clients. The Agency shall submit the hours of operation and a listing of planned holidays as part of the Proposal 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 Clients requiring special assistance, such as visually or hearing impaired persons shall be available. When Clients prefer another language or require special assistance, due to circumstances such as illiteracy or the need of a translator, such special assistance shall be made available by the Agency as appropriate.

LOT B

Service Category: Early Intervention Services

Available Funds: \$275,000

Health Resources and Services Administration (“HRSA”) Definition:

Early Intervention Services - Early intervention services (EIS) include counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose to extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures.

I. Orlando EMA Service Philosophy:

A. People living with HIV/AIDS (“PLWH”) 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.

B. The Orlando EMA Ryan White HIV/AIDS Program (RWHAP) Part A office (“Recipient”) funds certain early intervention services (collectively hereinafter referred to as “Services”). All such Services provided under this Contract shall be furnished to PLWH who meet the eligibility requirements, as set forth by the RWHAP (“Client”). The provision of Services shall be performed by an Early Intervention Services Coordinator (“EIS Coordinator”) who shall identify Clients recently diagnosed or out of care for more than six (6) months and link them to care.

Recipient is seeking EIS models co-located at funded providers capable of providing service coordination services aimed at high risk minority populations and other targeted populations. Funded providers shall have access to all surveillance data provided by the State of Florida for their assigned county. All Services shall be provided by the EIS Coordinator who shall possess a comprehensive knowledge of local, state and federal available programs and how to access these programs.

The Agency shall ensure that all Services are provided with an approach that is nonjudgmental, courteous, and which provides an empathetic service environment.

II. Eligibility Requirements and Agency Responsibilities.

A. Eligibility.

1. The Agency shall determine eligibility for Clients seeking Services under the RWHAP if eligibility is not available in the Recipient approved electronic data management system (“EDMS”).
2. Copies of eligibility documentation (residency status, identification, medical, and income verifications) shall be entered into the EDMS and as indicated by the Recipient.
3. Evidence of eligibility for the Client shall be provided to the Recipient upon request. Files for each Client shall be kept separately.

B. Agency Responsibilities.

1. The Agency shall ensure its compliance to the Recipient with the following:
 - a. The Agency shall ensure that Services are provided by qualified professionals who are knowledgeable in coordinating and arranging available resources for the Client.
 - b. The Agency shall ensure that all Client files provide adequate documentation of the Services provided, dates of Service, and consistency with the RWHAP requirements.
 - c. The Agency shall provide, through its Service Providers, a comprehensive and holistic continuum of care to treat the complex needs of PLWH/A which shall include orientation, assessment, referral and linkage through an on-site continuum of care.
 - d. The Agency shall demonstrate a method for provision of Services in cases of emergencies occurring outside of regular business hours.
 - e. The Agency shall maintain documentation demonstrating that funds received under this Contract (hereinafter “Grant Funds” or “Funds”) are used only for those Services allowable under this Contract.
 - f. The Agency shall develop written procedures and protocols for referring Clients to other providers and/or systems and shall include a process for tracking and monitoring referrals and their results. Special attention shall be given to those referrals for which the Client did not follow through.

- g. The Agency shall establish a procedure to track and account for all bus passes, received from RWHAP, and travel and transportation approved voucher forms (hereinafter “Travel Vouchers”) subsequently distributed to Clients to ensure compliance with the approved standards of care.
- h. The Agency shall ensure that EIS Coordinators coordinate Services for transportation and oral health, as required, for eligible Clients. This may include the distribution of bus passes/vouchers as set forth by the Recipient.
- i. The Agency shall maintain personnel files for each employee. Personnel files shall include documentation regarding complete background screenings, trainings, annual performance reviews, and other necessary qualifications all of which shall be in compliance with the established standards.
- j. The Agency shall ensure that employees providing Services are provided with access to a computer, with internet connection, and a telephone line allowing for the completion of the assigned job responsibilities in a timely and efficient manner.
- k. The Agency shall comply with the National Monitoring Universal Fiscal and Programmatic Standards (www.hab.hrsa.gov/manageyourgrant/granteebasics.html) as well as all local service standards (www.ocfl.net/RyanWhite).
- l. Agency representative(s) shall attend all Recipient scheduled provider meetings and quality management trainings as indicated by the Recipient.
- m. The Agency shall ensure all appropriate staff attends the Recipient’s Network Meetings.

C. EIS Coordinator Responsibilities

- 1. **Acuity Assessment.** EIS Coordinator shall complete an Acuity assessment for each Client to determine their level of need. The EIS Coordinator shall use the Client Acuity Scoring Criteria, as set forth and approved by the Recipient.
- 2. **Referrals.**
 - a. EIS Coordinators 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. EIS Coordinator shall identify sources for services based on the Client’s needs. EIS coordinators shall coordinate referrals and track linkages and outcomes of clients to at least medical and case management services.

- b. EIS Coordinator shall successfully link Client with a Case Manager, Outpatient Ambulatory Health Services provider and laboratory services within six (6) months of enrollment.
 - c. EIS Coordinators shall provide support and encouragement to Clients for a period of no greater than six (6) months, to actively engage them in care.
 - d. EIS Coordinators shall document all referrals in the Recipient approved EDMS and shall include the following:
 - i. Referrals made by EIS Coordinator to outpatient/ambulatory medical care, and other core and support services;
 - ii. the date the referral was made;
 - iii. the Client’s appointment date; and
 - iv. the documents that were transmitted as part of the referral.
3. **Care Plan.** EIS Coordinator shall create a care plan for each Client which shall include: (i) goals and objectives specific to the process of linking Client to care; (ii) identifying a responsible party for each goal and objective; (iii) regular monitoring and assessment of Client progress; and (iv) the signature of the individual providing the Service and/or the supervisor, as applicable (collectively referred to as the “Linkage Plan”).
 4. **Episode of Care.** EIS Coordinators shall complete an Episode of Care for each Client to track linkage to medical care and case management and to document Client education concerning the HIV disease process, risk reduction, maintenance of the immune system, disclosure/support, and importance of adherence to treatments and medications.
 5. **Transportation.** EIS Coordinators shall coordinate and approve transportation services for eligible Clients. Transportation services shall include bus passes and door-to-door services.

The EIS Coordinator shall comply with the Agency’s established procedure for tracking and accounting for all bus passes received from the Recipient, which have been subsequently distributed to ensure compliance with the approved standards of care. All services related to transportation services shall be recorded in the Recipient approved EDMS.

6. **Oral Health Coordination.** EIS Coordinator shall coordinate and approve all initial and follow-up oral health appointments for eligible Clients, as necessary. The EIS Coordinator shall schedule the oral health appointments, provide all necessary authorization forms to the dental providers, and provide timely and appropriate follow-up with the Client and dental providers. All Services related to oral health coordination shall be recorded in the Recipient approved EDMS.
7. All progress notes and services shall be recorded in Recipient approved EDMS, as indicated by the Recipient.

D. Employee Training.

1. The Agency shall establish a program for the ongoing training of all employees and supervisors (hereinafter referred to as “Supervisors”) to ensure the delivery of quality Services under this Contract.
2. The Agency shall implement the employee training program (hereinafter “Training”) through training program plan (hereinafter “Training Plans”) for ongoing staff development and training of staff. Any applicable licensure or certification required shall remain the responsibility of the individual employee; however, the Agency shall ensure that no Services are provided under this Contract without ensuring that the employee providing such Services possesses a valid license/certification. Training shall be used to enhance knowledge and update staff with current treatment modalities.
3. The Agency shall furnish to the Recipient a description and explanation of the Training and the Training Plans offered to the employees for approval. Training Plans shall include the position title, training title, frequency of training, date of training completion, number of Client contact hours, and delineation of whether the specific training is mandatory.
4. As part of the Training Plan, employees shall develop the skills necessary to assist in the execution of the goals and outcomes, as well as recommended treatment and services.
5. The Agency shall ensure that training includes the following topics:
 - i. Establishing rapport and a professional relationship with the Clients;
 - ii. Methods of engaging Clients;
 - iii. Special Issues relating to working with PLWH and people affected by HIV;
 - iv. Confidentiality/HIPAA and professional ethics;
 - v. Knowledge of public assistance programs, eligibility requirements, and benefits; and
 - vi. The Agency’s emergency plan, disaster relief resources, and planning and procedures.
 - vii. AETC ten (10) Medical Case Management Modules.
<https://www.seaetc.com/modules/>

Training shall also include, but not be limited to, cultural sensitivity issues, case management issues, bio-psychosocial issues surrounding the HIV disease, and any other training proposed and/or approved by the Recipient.

6. Documentation of training shall be included in each individualized Training Plan and shall be signed and dated by both the employee and their respective Supervisor. All documentation of training attendance and completion shall be included in the employee’s personnel file and made available to the Recipient upon request.

E. Supervisor Training. Supervisors shall complete a comprehensive training program, which shall be approved by the Recipient, with topics to include the following: (i) the basics of HIV care and treatment; (ii) appropriate boundaries; and (iii) necessary communication skills relating to specific HIV issues such as principles for treatment and housing, precautions for caregivers and HIV-infected individuals, and pre- and post-test counseling and social and legal aspects relevant to this service population.

F. Outreach Activities.

1. The Agency shall conduct outreach activities for potential Clients to promote the availability of Services.
2. Outreach activities shall include, but are not limited to, participation in health fairs, community events, collaboration with other providers, and the posting of flyers for potential Clients.
3. The Agency shall have an outreach plan and shall provide evidence of such arrangements to the Recipient upon request.

G. Key Points of Entry

1. The Agency shall maintain appropriate relationships with Key Points of Entry (“KPOE”), as defined by HRSA, into the health care system.
2. KPOE shall include, but not be limited to, HIV counseling and testing centers, emergency rooms, substance abuse and mental health treatment programs, sexually transmitted infections (“STI”) clinics, detoxification centers, detention facilities, public health departments, and homeless shelters.
3. The Agency shall document all referrals in writing with the KPOE. Such documented evidence shall be maintained and made available to the Recipient as requested.

H. Orientation. The Agency shall establish an orientation program (hereinafter “Orientation”) for new employees. During Orientation, activities shall include Recipient approved and required trainings such as, but not be limited to: (i) RWHAP Overview; (ii) attendance of supervision in staff meetings; (iii) shadowing other staff; (iv) conferences; (v) webinars; and (vi) encounters with Clients.

III. Agency’s Role.

A. Agency’s Role.

1. **Information and Referral.** The Agency shall provide information and referrals to other agencies for allowable services, as needed.
2. **Medical and Medication Assistance.**
 - a. Work as part of the Client’s health care team through regular participation in Client case conferences, group and/or multidisciplinary staffing, as applicable, in order to improve the

assessment of the Client's needs. Documentation shall include the date of the case conference, names and titles of participants, issues and concerns, and/or follow-up plans.

- b. Assist and reinforce Client compliance with their respective Treatment Plan as a basis to promote the practice of healthy behavior.
- c. Complement rather than replace the roles of other healthcare and service professionals through the monitoring of Client progress.

3. Miscellaneous.

- a. The Agency shall have the ability to work with various target populations, including, but not limited to, the following:
 - i. MSM (men having sex with men);
 - ii. Youth (13-24);
 - iii. Homeless and precariously housed individuals;
 - iv. Transgender individuals;
 - v. Post-Incarcerated individuals or those transitioning from prison;
 - vi. Immigrants, refugees, and undocumented individuals;
 - vii. Injection drug and/or other substance abusers; and
 - viii. Seniors (55+).
- b. The Agency shall ensure that the appropriate release forms have been signed by the Client prior to providing Services in the presence of anyone other than the Client.

B. Supervisor Roles and Responsibilities.

- 1. Providing technically competent and motivational support to staff and Clients.
- 2. Work with staff, through the Agency's adopted Training Plan, to address stress, burnout, and other psychological aspects as they relate to the roles and responsibilities, and to assist staff to stay within the scope of work.
- 3. Provide Client related supervision.
- 4. Provide staff oversight to assist in boundary setting and continued performance excellence, in accordance with the requirements set forth herein.
- 5. Meet regularly with staff to discuss issues relating to the Clients.
- 6. Supervisors shall maintain a professional demeanor.

7. All Client-care related supervision shall be documented in the Client's EDMS electronic case file as indicated by the Recipient.
8. Staff performance evaluations to be completed annually and maintained in personnel file.

C. Discharge/Graduation

1. Case closure is a process by which Clients are dis-enrolled from active Services.
2. All attempts to contact the Client and notifications about case closure shall be communicated to the Case Manager, if applicable, as well as documented in the Client's EDMS electronic file, and shall include the reason(s) for closure.
3. Cases may be closed when the Client:
 - a. has achieved successful linkage to OAHS services;
 - b. has become ineligible for Services;
 - c. is deceased;
 - d. no longer needs the Service;
 - e. decides to discontinue the Service;
 - f. the Service Provider is unable to contact the Client thirty (30) days after expired eligibility or five (5) attempted documented contacts;
or
 - g. is found to be improperly utilizing the Service or is asked to leave the program.
4. Supervisor approval is required for all case closures.

IV. Grant Award.

- A.** The total Grant award amount to the Agency, under this Contract, shall not exceed \$275,000 for the term of the Contract. The disbursement of Funds shall be subject to availability and appropriate budget authority.
- B.** Until otherwise provided with written notification from the Recipient, the Agency shall not be authorized to incur costs exceeding the amount issued by the Recipient on the Delivery Order ("DO"). The Recipient 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 Recipient.

V. Funding.

- A. The Grant Funds received under this Contract shall be used solely for the coordination of allowable Services as contemplated herein.
- B. Use of Grant Funds for any Services, other than those specifically described in this Scope of Service, may be deemed as a breach, which may result in termination of this Contract, at the sole discretion of the Recipient.
- C. The Agency agrees to return any Funds received under this Contract for Services provided to Clients 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 request from the Agency whereby the services rendered do not comply with this Contract.
- E. Funding is limited and shall be based on availability. Funding amounts 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.
- G. The Agency shall not use funding received from the Recipient as a sole or primary basis to apply for certification or recertification under the HRSA 340B Drug Pricing Program (“340B Program”). Recipient funding may be included as one of the required criteria necessary for 340B Program certification or recertification, but shall not be used by the Agency as the sole basis without prior written approval by the Recipient.
- H. The Grant funds received under this contract shall be used to provide services for a full twelve (12) months regardless of the timeframe in which funds are exhausted.

VI. 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.** For quality management purposes, one (1) unit of service shall be as one (1) 15 minute encounter. Encounters can be face to face or non-face to face.
- C. **Outcome Measures and Indicators.** At a minimum, all Service Providers shall adopt the Outcomes and Indicators as established by the Recipient in accordance with the HRSA standards and regulations, as applicable.

D. Service Documentation.

1. Service Providers shall 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 (4th) business day of the month, or as additionally requested by the Recipient.
3. Reportable Service activity shall include, but not be limited to, unduplicated Clients, 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 the Recipient approved EDMS 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. Requirements/ Staffing Qualifications

1. Agency sites shall possess appropriate occupational licensing by the county in which they are located and by the incorporated areas within the county, if applicable. Licenses must be displayed prominently in the Agency's premises.
2. EIS Coordinator qualifications shall include an Associate or Bachelor 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. Two (2) years of verifiable experience case managing individuals with HIV at an established agency can substitute on a year-for-year basis for an Associate degree.
3. Supervision shall be provided by a qualified professional with a Master's degree in the fields of mental health, social work, counseling, nursing with a mental health focus, sociology or psychology with at least six (6) case management experience and appropriate credentials, unless otherwise approved by the Recipient.

VII. Categorical Line-Item Budget.

- A. The Agency shall submit to the Recipient 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 as 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 Grant, 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 the RWHAP funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall 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.

VIII. Recordkeeping and Accounting Standards.

- A.** The federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (as sub-recipients) who receive Grant Funds shall demonstrate that they can adequately track, manage, and account for Grant Funds.
- B.** The Agency's financial management system shall have the capacity to segregate direct costs 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.
- K.** The Agency shall incorporate a timekeeping system that identifies employees' time and effort by Service, funding source for each Service category, and documentation for cost allocation.
- L.** The Agency shall provide monthly postings and closing of account records.
- M.** The Agency shall maintain an acceptable recordkeeping system, which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to the RWHAP funding source.
- N.** 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.
- O.** The Agency shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.
- P.** Any cost analysis system shall involve cost cooperation between the fiscal and program staff.
- Q.** Consultation and agreement with organization officials on the structure of general ledger accounts and treatment of each type of cost will facilitate appropriate allocation of costs.

- R.** Service categories will be defined by the Recipient in the Contract to allow for Service category cost identification. All activities involved in delivering the Service category shall then be identified so that costs related to those activities can be captured in the service category cost center.

IX. 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 (4th) business day of each month. 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 will be reviewed by the Recipient and their fiscal staff for appropriateness and thoroughness. If, after review of an invoice, an issue or concern with the sub-recipient is identified, the Recipient's staff will work with the Agency to resolve the issue or concern. As part of this attempt, the Recipient's staff may request clarification of any unusual, miscellaneous, excessive, or potentially unallowable charge invoiced by the Agency. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the Recipient's office will contact the Agency who shall provide detailed justifications and support. In the event the Agency fails to promptly 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:
 - a. Name of Agency;
 - b. Agency address;
 - c. Date of invoice;
 - d. Invoice number;
 - e. Period of performance covered by invoice;
 - f. Description of goods and services reflected by the billings;
 - g. Current period of costs (with sufficient detail and backup information);
 - h. Sub-recipient contact person with respect to the invoice;
 - i. Statement that the expended funds are reasonable, allowable, and allocable;
 - j. Statement that the costs are in compliance with the terms and conditions of the Contract; and
 - k. An EDMS report or such additional information as may be requested by the Recipient.

B. Payments.

1. This is a cost reimbursement contract. The Recipient will pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed \$275,000.

2. The budget cost reimbursement invoice shall include the following:

a. Salaries.

- i. For any position that is fully or partially paid for from RWHAP funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
- ii. The Agency shall submit copies of all payroll data such as employee time sheets and payroll ledgers with time allocation, if applicable.

b. Fringe Benefits.

- i. The Agency shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
- ii. 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.
- iii. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.

c. Staff Training.

- i. List travel costs according to local and long distance travel.
- ii. 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.

d. Staff Mileage. For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/ Client(s) completing the travel shall be outlined.

e. Office Supplies.

- i. 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.
- ii. Copies of paid invoices showing the cost of items purchased and proof of payment.

f. Equipment.

- i. List equipment cost, copy of invoice and proof of payment.
- ii. 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.

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

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

i. Administrative Expenses.

- i. 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.
- ii. 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 ten-percent (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. The only administrative costs that will be reimbursed are indirect costs. 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.

4. 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.
5. 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 will 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:
 - a. Upon receipt, review, and approval of the Agency's completed payment package for compliance with Contract provisions, the Recipient will authorize payment.
 - b. 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.

The Recipient will 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. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

X. General Conditions of Award.

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

Services shall be provided in Orange, Seminole, Lake and Osceola Counties or as stated and approved by the Recipient in the Proposal. Services shall be provided Monday-Friday 8:00 a.m. – 5:00 p.m. hours and after hours to accommodate the needs of the clients. The Agency shall submit the hours of operation and a listing of planned holidays as part of the Proposal 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 Clients requiring special assistance, such as visually or hearing impaired persons shall be available. When Clients prefer another language or require special assistance, due to circumstances such as illiteracy or the need of a translator, such special assistance shall be made available by the Agency as appropriate.

LOT C

Service Category: Psychosocial Support Services

Available Funding: \$90,000 (2 positions)

Health Resources and Services Administration (“HRSA”) Definition:

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

- Bereavement counseling
- Caregiver/respite support (RWHAP Part D)
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (*see* Medical Nutrition Therapy Services)
- Pastoral care/counseling services

I. Orlando EMA Service Philosophy:

- A.** People living with HIV (“PLWH”) 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.

New combination antiretroviral therapies (ART) have significantly increased the life expectancy for individuals living with HIV: however, adherence to HIV treatment is critical to achieving successful viral suppression. Peer Support was designed to address three kinds of social support (affirmational, emotional, and informational) to promote adherence. Individuals with consistently high levels of ART adherence (called Peers) support other individuals living with HIV (called Clients) to initiate or change their ART regimen, or ART-experienced clients struggling to maintain adherence.

- B.** The Orlando EMA Ryan White HIV/AIDS Program (RWHAP) Part A (“Recipient”) funds Psychosocial Support Services, which shall be limited to Peer Mentoring/Counseling and Peer Mentor - Facilitated Support, and educational/informational individual and group services (hereinafter collectively referred to as “Services”). Peer Mentoring / Counseling and Peer Mentor-facilitated support group services shall include, but are not limited to, provision of psychoeducational counseling and support activities including HIV support groups, caregiver support, and bereavement counseling. The Peer Mentor model utilizes a strength-based approach, which seeks to empower the client. All such Services provided under this Contract shall be furnished to those PLWH/A who meet the eligibility requirements set forth by the Recipient (“Client”).

Recipient is seeking Psychosocial Support Service Peer Mentoring delivery models (hereinafter “Program”) capable of working in collaboration with Medical Case Management Services and Outpatient Ambulatory Health Services to promote Client independence and to provide a comprehensive support infrastructure to help sustain consistent adherence to ART. The Program shall emphasize the introduction and maintenance of the Client’s primary medical care, ensuring adherence to prescribed medication regimes, and providing linkages to other necessary supportive services as available. Peers, in conjunction with Medical Case Managers, shall assist Clients in making informed decisions regarding their care and providing options that are in the Client’s best interest.

The Agency shall ensure that all Service Providers demonstrate knowledge of HIV-spectrum disease, its psychosocial dynamics and implications, including cognitive impairment and generally accepted treatment modalities and practices

II. Eligibility Requirements and Agency Responsibilities.

A. Eligibility.

1. The Agency shall confirm eligibility for each Client from the Referral Specialist or through the Recipient approved electronic data management system (“EDMS”) prior to performing any Services under this Contract. Evidence of such eligibility, and any recertification, shall be retained in the Client’s electronic EDMS file. No Services shall be provided without confirmation of eligibility.
2. Evidence of eligibility for the Client shall be provided to the Recipient upon request. Files for each Client shall be kept separately. Under no circumstances shall the Agency combine the files for Clients and other Service recipients.

B. Agency Responsibilities.

1. The Agency shall ensure its compliance to the Recipient with the following:
2. The Agency shall ensure that Services are provided by qualified individuals who possess the personality necessary to build a strong and trusting relationship with the Clients, as well as their respective partners and family members (hereinafter collectively referred to as “Client Family”). It is essential that Peers act as a positive role model for change to promote HIV medical adherence; self-empowerment in accessing and sustaining primary care and to advocate for continued HIV risk reduction and preventative behaviors.

3. The Agency shall ensure all Peers providing services under this Contract meet the minimal requirements, as set forth herein:
 - a. High School diploma or equivalent;
 - b. Optimal adherence to ART;
 - c. Understands the importance of sticking to medication regimen
 - d. Familiarity with community (EMA geographical area);
 - e. Ability to work with other professionals as part of the HIV care team;
 - f. Good communication skills;
 - g. Open minded (non-judgmental);
 - h. Abstinent from using street drugs or does not have an alcohol use disorder;
 - i. Ability to reflect on and apply life experiences;
 - j. Possesses an understanding of how the RWHAP works: and
 - k. Self-disclosed PLWH.

4. The Agency shall maintain documentation in the EDMS demonstrating the following:
 - a. Regular participation in case conferences;
 - b. Development of an individual case plan in conjunction with the client;
 - a. Determine goals to be reached
 - b. Strategies for resolution
 - c. Update on an ongoing basis
 - d. Address the disposition of each goal
 - c. Review Case Manager's assessment and notify of any updates/changes to the Client's assessment;
 - d. Teaching or practicing self-management skills with Clients;
 - e. Providing assistance and monitoring progress of Client's Case Plan developed by their Medical Case Manager or other professional (i.e. Mental Health Provider);
 - f. Complement, rather than replace, the roles of other professionals;
 - g. Teaching Clients about safer sex strategies;
 - h. Helping Clients understand how HIV medications can help them and the importance of adherence;
 - i. Help Clients make decisions about disclosing their HIV status;
 - j. Help Clients talk openly with their doctors; and
 - k. Serve as a critical bridge between Clients and providers.

5. The Agency shall ensure that all Client files provide adequate documentation of the Services provided (e.g. crisis intervention, biopsychosocial assessment, individual sessions, including telephone contacts, support groups sessions, etc.), dates of Service, and consistency with the RWHAP Part A requirements.
6. The Agency shall demonstrate a method for provision of Services in cases of emergencies occurring outside of regular business hours.
7. The Agency shall maintain documentation demonstrating that Funds received under this Contract (hereinafter “Grant Funds” or “Funds”) are used only for those Services allowable under this Contract.
8. The Agency shall maintain personnel files for each employee. Personnel files shall include documentation regarding complete background screenings, trainings, annual performance reviews, and other necessary qualifications all of which shall be in compliance with the established standards.
 - a. The Agency shall ensure that employees providing Services are provided with access to a computer, with internet connection, and a telephone line allowing for the completion of the assigned job responsibilities in a timely and efficient manner.
 - b. The Agency shall comply with the National Monitoring Universal Fiscal and Programmatic Standards (www.hab.hrsa.gov/manageyourgrant/granteebasics.html) as well as all local standards of care (www.ocfl.net/RyanWhite).
 - c. Agency representative(s) shall attend all Recipient scheduled provider meetings and quality management trainings as indicated by the Recipient.

C. Employee Training.

1. The Agency shall establish a formal training program for the ongoing training of all employees and supervisors (hereinafter referred to as “Supervisors”) to ensure the delivery of quality Services under this Contract.
2. The Agency shall implement the employee training program (hereinafter “Training”) through training program plans (hereinafter “Training Plans”) for ongoing staff development and training of staff. Maintenance of licensure and certification, as applicable, is the responsibility of the respective employee; however, the Agency shall ensure that no Services are provided under this Contract without ensuring that the employee providing such Services possesses a valid license/certification. Training shall be used to enhance knowledge and update staff with current treatment modalities.

3. The Agency shall furnish to the Recipient a description and explanation of the Training and the Training Plans offered to the employees for approval. Training Plans shall include the position title, training title, frequency of training, date of training completion, number of Client contact hours, and delineation of whether the specific training is mandatory.
4. As part of the Training Plan, employees shall develop the skills necessary to assist in the execution of the goals and outcomes, as well as generally accepted clinical guidelines for the Client.
5. The Agency shall ensure that Training includes the following topics:
 - a. Establishing rapport and a professional relationship with the Clients;
 - b. Methods of engaging Clients;
 - c. Special Issues relating to working with the HIV affected/infected Service Population;
 - d. Confidentiality/HIPAA and professional ethics;
 - e. Knowledge of public assistance programs, eligibility requirements, and benefits; and
 - f. The Agency's emergency plan, disaster relief resources, and planning and procedures.
6. Training shall also include, but not be limited to, cultural sensitivity issues, case management issues, bio-psychosocial issues surrounding the HIV disease, completion of the Peer Support online training found at <http://staging.effectiveinterventions.org/en/2018-design/care-medication-adherence/group-3/peer-support/online-training-elearning---peer-support> and any other training proposed and/or approved by the Recipient.
7. Documentation of training shall be included in each individualized Training Plan and shall be signed and dated by both the employee and their respective Supervisor. All documentation of training attendance and completion shall be included in the employee's personnel file and made available to the Recipient upon request.

D. Supervisor Training. Supervisors shall complete a comprehensive training program which shall be approved by the Recipient with topics to include the following: (i) the basics of HIV care and treatment; (ii) appropriate boundaries; and (iii) necessary communication skills relating to specific HIV disease issues such as adjustment disorders, anxiety or depression, sleep disorders, substance use disorder, psychiatric disorders, physical illness, depressive disorders, mania, dementia, delirium, psychotropic medication related disorder.

1. Outreach Activities.

- a. The Agency shall conduct outreach activities for potential Clients to promote the availability of services.

- b. Outreach activities shall include, but are not limited to, participation in health fairs, community events, collaboration with other providers, and the posting of flyers for potential Clients.
- c. The Agency shall have an outreach plan and shall provide evidence of such arrangements to the Recipient upon request.

2. Key Points of Entry.

- a. The Agency shall maintain appropriate relationships with Key Points of Entry (“KPOE”), as defined by HRSA, into the health care system.
- b. KPOE shall include, but not be limited to, HIV counseling and testing centers, emergency rooms, substance use disorder and mental health treatment programs, sexually transmitted infection (“STI”) clinics, detoxification centers, detention facilities, public health departments, and homeless shelters.
- c. The Agency shall document all referrals in writing with the KPOE. Such documented evidence shall be maintained and made available to the Recipient as requested.

3. **Orientation.** The Agency shall establish an orientation program (hereinafter “Orientation”) for new employees. During Orientation, activities shall include, Recipient approved and required trainings such as, but not be limited to: (i) RWHAP Overview; (ii) attendance of supervision in staff meetings; (iii) shadowing other staff; (iv) conferences; (v) webinars; and (vi) encounters with Clients.

III. Agency’s Role.

A. Agency’s Role.

- 1. **Information and Referral.** The Agency shall provide information and referrals to other agencies for allowable services, as needed.
- 2. **Medical and Medication Assistance.**
 - a. Work as part of the Client’s health care team through regular participation in Client case conferences, group and/or multidisciplinary staffing as applicable, in order to improve the assessment of the Client’s needs. Documentation shall include the date of the case conference, names and titles of participants, biopsychosocial issues and concerns identified, description of guidance and/or follow-up plans.
 - b. Assist and reinforce Client compliance with their respective Case Plan (if applicable) as a basis to promote the practice of healthy behavior.

- c. Complement rather than replace the roles of other healthcare and service professionals through the monitoring of Client progress.

3. **Miscellaneous.**

- a. The Agency shall have the ability to work with various target populations including, but not limited to, the following:
 - i. MSM (men having sex with men);
 - ii. Youth (13-24);
 - iii. Homeless and precariously housed individuals;
 - iv. Transgender individuals;
 - v. Post-Incarcerated individuals or those transitioning from prison;
 - vi. Immigrants, refugees, and undocumented individuals;
 - vii. Individuals with injection drug use and/or other substance use disorders; and
 - viii. Seniors (55+).
- b. The Agency shall ensure that the appropriate release forms have been signed by the Client prior to providing Services in the presence of anyone other than the Client.

B. Supervisor Roles and Responsibilities.

- 1. Providing technically competent and motivational support to staff and Clients.
- 2. Work with staff, through the Agency's adopted Training Plan, to address stress, burnout, and other psychological aspects as they relate to the roles and responsibilities, and to assist staff to stay within the scope of work.
- 3. Provide Client care related supervision.
- 4. Provide staff oversight to assist in boundary setting and continued performance excellence, in accordance with the requirements set forth herein.
- 5. Meet regularly with staff to discuss issues relating to the Clients.
- 6. Supervisors shall maintain a professional demeanor.
- 7. All Client-care related supervision shall be documented in the Client's EDMS electronic case file as indicated by the Recipient.
- 8. Staff performance evaluations to be completed annually and maintained in personnel file.
- 9. Supervision shall be provided by a Bachelor's Degree level professional in the field of mental health, social work, counseling, social science, or nursing.

C. Discharge/Graduation.

1. Case closure is a process by which Clients are dis-enrolled from active Services.
2. All attempts to contact the Client and notifications about case closure shall be communicated to the Case Manager as well as documented in the Client's EDMS electronic file and shall include the reason(s) for closure.
3. Cases may be closed when the Client:
 - a. has achieved the goals listed on the Treatment Plan;
 - b. has become ineligible for Services;
 - c. is deceased;
 - d. no longer needs the Service;
 - e. decides to discontinue the Service;
 - f. the Service Provider is unable to contact the Client thirty (30) days after expired eligibility; or
 - g. is found to be improperly utilizing the Service or is asked to leave the program.
4. Supervisor approval is required for all case closures.

IV. Grant Award.

- A.** The total Grant award amount to the Agency, under this Contract, shall not exceed \$90,000 for the term of the Contract. The disbursement of Funds shall be subject to availability and appropriate budget authority.
- B.** Until otherwise provided with written notification from the Recipient, the Agency shall not be authorized to incur costs exceeding the amount issued by the Recipient on the Delivery Order ("DO"). The Recipient will 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 Recipient.

V. Funding.

- A.** The Grant Funds received under this Contract shall be used solely for the coordination of allowable Services as contemplated herein, in accordance with 45 CFR part 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B.** Use of Grant Funds for any Services, other than those specifically described in this Scope of Service, may be deemed as a breach which may result in termination of this Contract, at the sole discretion of the Recipient.

- C. The Agency agrees to return any Funds received under this Contract for Services provided to those Clients 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 request from the Agency whereby the services rendered do not comply with this Contract.
- E. Funding is limited and shall be based on availability. Funding amounts 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.
- G. The Agency shall not use funding received from the Recipient as a sole or primary basis to apply for certification or recertification under the HRSA 340B Drug Pricing Program (“340B Program”). Recipient funding may be included as one of the required criteria necessary for 340B Program certification or recertification, but shall not be used by the Agency as the sole basis without prior written approval by the Recipient.
- H. The Grant funds received under this contract shall be used to provide services for a full twelve (12) months regardless of the timeframe in which funds are exhausted.

VI. Data and Quality Management:

- A. **Quality Management.** The Agency shall establish 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 = 1 visit.
- C. **Outcome Measures and Indicators:** At a minimum, all Service Providers shall adopt the Outcomes and Indicators as established by the Recipient in accordance with the HRSA standards and regulation, as applicable.
- D. **Service Documentation.**
 - 1. Service Providers shall 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 will 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 (4th) business day of the month, or as additionally requested by the Recipient.
 - 3. Reportable Service activity shall include, but not be limited to, unduplicated Clients, 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 the Recipient approved EDMS 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. Requirements. Agency sites shall possess appropriate occupational licensing by the county in which they are located and by the incorporated areas within the county, if applicable. Licenses must be displayed prominently in the Agency's premises.

VII. 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 Grant, 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 for that position, allocated to or paid for by all funding sources, shall 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.

VIII. Recordkeeping and Accounting Standards.

A. The federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (as sub-recipients) who receive Grant Funds shall demonstrate that they can adequately track, manage, and account for Grant Funds, in accordance with 45 CFR part 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award.

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 captures 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 for cost allocation.

D. The Agency shall provide monthly postings and closing of account records.

E. The Agency shall maintain an acceptable recordkeeping system, which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to the Ryan White Part A funding source.

F.

- G.** 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.
- H.** The Agency shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.
- I.** Any cost analysis system shall involve cost cooperation between the fiscal and program staff.
- J.** 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.
- K.** Service categories shall be as defined by the Recipient in the Contract to allow for Service category cost identification. All activities involved in delivering the service category shall then be identified so that costs related to those activities can be captured in the service category cost center.

IX. 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 (4th) business day of each month. 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 will be reviewed by the Recipient and their fiscal staff for appropriateness and thoroughness. If, after review of an invoice, an issue or concern with the sub-recipient is identified, the Recipient's staff will be responsible for promptly 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 charged invoiced by the Agency. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the Recipient's office will contact the Agency who shall promptly provide detailed justifications and support. In the event the Agency fails to promptly 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:
 - a. Name of Agency;
 - b. Agency address;
 - c. Date of invoice;
 - d. Invoice number;
 - e. Period of performance covered by invoice;
 - f. Description of goods and services reflected by the billings;

- g. Current period of costs (with sufficient detail and backup information);
- h. Sub-recipient contact person with respect to the invoice;
- i. Statement that the expended funds are reasonable, allowable, and allocable;
- j. Statement that the costs are in compliance with the terms and conditions of the Contract; and
- k. An EDMS report or such additional information as may be requested by the Recipient.

B. Payments.

- 1. This is a cost reimbursement contract. The Recipient will pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed \$90,000. Total reimbursement shall not exceed \$45,000 per position for position including salaries, benefits, operational and administrative costs.
- 2. The budget cost reimbursement invoice shall include the following:
 - a. Salaries.**
 - i. For any position that is fully or partially paid for from Ryan White Part A funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
 - ii. The Agency shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.
 - b. Fringe Benefits.**
 - i. The Agency shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
 - ii. 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.
 - iii. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.
 - c. Staff Training.**
 - i. List travel costs according to local and long distance travel.

- ii. 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.
 - d. **Staff Mileage.** For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/ Client(s) completing the travel shall be outlined.
 - e. **Office Supplies.**
 - i. 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.
 - ii. Copies of paid invoices showing the cost of items purchased and proof of payment.
 - f. **Equipment.**
 - i. List equipment cost, copy of invoice and proof of payment.
 - ii. 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.
 - g. **Other Expenses.** List all direct costs incurred that do not fit into any other category.
 - h. **Total Operating (Direct Cost) Expenses.** All costs listed above shall be considered as operational expenses/direct costs.
 - i. **Administrative Expenses.**
 - i. 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.
 - ii. 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 “Cost Allocation Plan” and has an approved rate from the Federal Cognizant Agency or the non-federal entity may elect to charge a “de minimis” rate of ten-percent (10%) of the 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. The only administrative costs that will be reimbursed are indirect costs. 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.

4. 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.
5. 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 will 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:
 - a. Upon receipt, review, and approval of the Agency's completed payment package for compliance with Contract provisions, the Recipient will authorize payment.
 - b. 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.

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.

X. General Conditions of Award:

A. Service Locations, Days, and Hours of Operation

Services shall be provided in Orange, Seminole, Lake and Osceola Counties or as stated and approved by the Recipient in the Proposal. Services shall be provided Monday-Friday 8:00 a.m. – 5:00 p.m. hours and after hours to accommodate the needs of the clients. The Agency shall submit the hours of operation and a listing of planned holidays as part of the Proposal 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 Clients requiring special assistance such as visually or hearing impaired persons shall be available. When Clients prefer another language or require reasonable special assistance, due to circumstances such as illiteracy or the need of a translator, such reasonable special assistance shall be made available by the Agency as appropriate.

LOT D

Service Category: Substance Abuse Treatment Services – Residential

Available Funding: \$145,000

Health Resources and Services Administration (“HRSA”) Definition:

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

- Pretreatment/recovery readiness programs
- Harm reduction
- Behavioral health counseling associated with substance use disorder
- Medication assisted therapy
- Neuro-psychiatric pharmaceuticals
- Relapse prevention
- Detoxification, if offered in a separate licensed residential setting (including a separately-licensed detoxification facility within the walls of an inpatient medical or psychiatric hospital)

I. Orlando EMA Service Philosophy:

A. People living with HIV/AIDS (“PLWH”) 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.

B. The Orlando EMA Ryan White HIV/AIDS Program (RWHAP) Part A office (“Recipient”) funds certain substance use residential treatment services (collectively hereinafter referred to as “Services”). All such Services provided under this Contract shall be furnished to PLWH who meet the eligibility requirements, as set forth by RWHAP (“Client”). The provision of Services shall

be in accordance to Florida Regulation 65D-30.007 Standards for Residential Treatment. A treatment plan shall be created for each Client which calls for only allowable activities that shall include: (1) the quantity, frequency and modality of treatment provided; (2) the date treatment begins and ends; (3) regular monitoring and assessment of Client progress; and (4) signature of the individual providing the service and/or the supervisor, as applicable (“Treatment Plan”).

The Recipient is seeking residential substance use treatment service models capable of providing Services by, or under the supervision of, a physician or other qualified/licensed practitioner with the appropriate and valid licensure and certification, as may be required by the State of Florida (“Service Providers”). All Services shall be provided to the Client in accordance with their respective Treatment Plan (“Program”).

The Agency shall ensure that all Services are provided with an approach that is nonjudgmental, courteous, and which provides an empathetic service environment. Service Providers shall be required to demonstrate adherence to generally accepted clinical guidelines for the substance use treatment of PLWH.

II. Eligibility Requirements and Agency Responsibilities.

A. Eligibility.

1. The Agency shall confirm eligibility for each Client from the Referral Specialist or through the Recipient approved electronic data management system (“EDMS”) prior to performing any Services under this Contract. Evidence of such eligibility, and any recertification, shall be retained in the Client’s electronic EDMS file. No Services shall be provided without confirmation of eligibility.

B. Agency Responsibilities.

1. The Agency shall ensure its compliance to the Recipient with the following:
 - a. The Agency shall ensure that Services are provided by qualified professionals who are licensed and certified, as applicable, with the State of Florida.
 - b. Service Provider licenses and certifications shall be current and remain valid during the term of this Contract. Copies of Service Provider licenses and certifications shall be provided to the Recipient upon request.
 - c. The Agency shall ensure that a detailed Treatment Plan has been established within thirty (30) days of identifying the individual Client’s needs. The Treatment Plan shall offer the most appropriate care and include the need for intensive counseling.
 - d. All Treatment Plans shall be signed by the substance use professional rendering Service and retained in the Client’s file.
 - e. The Agency shall ensure adequate documentation associated with the provision of Services under this Contract.
 - f. Treatment Plans shall be Client-driven and shall include, as appropriate, health education, relapse prevention and after-care

strategies, supervised therapy to support medical adherence and recovery, Client empowerment, and other supportive services.

- g. The Agency shall maintain personnel files for each employee. Personnel files shall include documentation regarding complete background screenings, trainings, annual performance review and other necessary qualifications all of which shall be in compliance with the established standards for the respective license and/or certification. The Agency shall ensure that all Service Providers are licensed Medicaid providers.
- h. The Agency shall ensure that employees providing Services are provided with access to a computer, with internet connection, and a telephone line allowing for the completion of the assigned job responsibilities in a timely and efficient manner.
- i. The Agency shall comply with the National Monitoring Universal Fiscal and Programmatic Standards (www.hab.hrsa.gov/manageyourgrant/granteebasics.html) as well as all local service standards (www.ocfl.net/RyanWhite).
- j. Agency representative(s) shall attend all Recipient scheduled provider meetings and quality management trainings as indicated by the Recipient.

2. **Employee Training.**

- a. The Agency shall establish a program for the ongoing training of all employees and supervisors (hereinafter referred to as “Supervisors”) to ensure the delivery of quality Services under this Contract.
- b. The Agency shall implement the employee training program (hereinafter “Training”) through training plans (hereinafter “Training Plans”) for ongoing staff development and training of staff. Any applicable licensure or certification required shall remain the responsibility of the individual employee; however, the Agency shall ensure that no Services are provided under this Contract without ensuring that the employee providing such Services possesses a valid license/certification. Training shall be used to enhance knowledge and update staff with current treatment modalities.
- c. The Agency shall furnish to the Recipient a description and explanation of the Training and the Training Plans offered to the employees for approval. Training Plans shall include the position title, training title, frequency of training, date of training completion, number of Client credit and contact hours, and delineation of whether the specific training is mandatory.
- d. As part of the Training Plan, employees shall develop the skills necessary to assist in the execution of the goals and outcomes, as well as recommended treatment and services.
- e. The Agency shall ensure that the Training includes the following topics:

- i. Establishing rapport and a professional relationship with the Clients;
- ii. Methods of engaging Clients;
- iii. Special Issues relating to working with PLWH and people affected by HIV;
- iv. Confidentiality/HIPAA and professional ethics;
- v. Knowledge of public assistance programs, eligibility requirements, and benefits; and
- vi. The Agency's emergency plan, disaster relief resources, and planning and procedures.

Training shall also include, but not be limited to, cultural sensitivity issues, case management issues, bio-psychosocial issues surrounding the HIV disease, and any other training proposed and/or by the Recipient.

- f. Documentation of training shall be included in each individualized Training Plan and shall be signed and dated by both the employee and their respective Supervisor. All documentation of training attendance and completion shall be included in the employee's personnel file and made available to the Recipient upon request.

- 3. **Supervisor Training.** Supervisors shall complete a comprehensive training program, which will be approved by the Recipient, with topics to include the following: (i) the basics of HIV care and treatment; (ii) appropriate boundaries; and (iii) necessary communication skills relating to specific HIV disease issues such as principles for treatment and housing, precautions for caregivers and HIV-infected individuals, and pre- and post-test counseling and social and legal aspects relevant to this service population.

4. **Outreach Activities.**

- a. The Agency shall conduct outreach activities for potential Clients to promote the availability of services.
- b. Outreach activities shall include, but are not limited to, participation in health fairs, community events, collaboration with other providers, and the posting of flyers for potential Clients.
- c. The Agency shall have an outreach plan and shall provide evidence of such arrangements to the Recipient upon request.

5. **Key Points of Entry.**

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

- c. The Agency shall document all referrals in writing with the KPOE. Such documented evidence shall be maintained and made available to the Recipient as requested.
- 6. Orientation.** The Agency shall establish an orientation program (hereinafter “Orientation”) for new employees. During Orientation, activities shall include, Recipient approved and required trainings such as, but not be limited to: (i) RWHAP Overview; (ii) attendance of supervision in staff meetings; (iii) shadowing other staff; (iv) conferences; (v) webinars; and (vi) encounters with Clients.

III. Agency’s Role.

A. Agency’s Role.

- 1. **Information and Referral.** The Agency shall provide information and referrals to other agencies for allowable services, as needed.
- 2. **Medical and Medication Assistance.**
 - a. Work as part of the Client’s health care team through regular participation in Client case conferences, group and/or multidisciplinary staffing, as applicable, in order to improve the assessment of the Client’s needs. Documentation shall include the date of the case conference, names and titles of participants, issues and concerns, and/or follow-up plans.
 - b. Assist and reinforce Client compliance with their respective Treatment Plan as a basis to promote the practice of healthy behavior.
 - c. Complement rather than replace the roles of other healthcare and service professionals through the monitoring of Client progress.
- 3. **Miscellaneous.**
 - a. The Agency shall have the ability to work with various target populations including, but not limited to, the following:
 - i. MSM (men having sex with men);
 - ii. Youth (13-24);
 - iii. Homeless and precariously housed individuals;
 - iv. Transgender individuals;
 - v. Post-Incarcerated individuals or those transitioning from prison;
 - vi. Immigrants, refugees, and undocumented individuals;
 - vii. Individuals with injection drug and other substance use disorders and
 - viii. Seniors (55+).
 - b. The Agency shall ensure that the appropriate release forms have been signed by the Client prior to providing Services in the presence of anyone other than the Client.

B. Services

The Agency shall provide Residential services in accordance with 65D-30.007. Services shall be structured to serve the clients who need a safe and stable living environment in order to develop sufficient recovery skills for the transition to a less restrictive level of care or reintegration into the general community in accordance with placement criteria. Treatment shall also include a schedule of services provided within a positive environment that reinforce the client's recovery, and clients shall be placed in a level of residential treatment that is based upon their treatment needs and circumstances.

1. Level I Residential - Level I programs include those that are referred to as therapeutic communities or some variation of therapeutic communities and are shorter term than level 2. This level is appropriate for persons characterized as having chaotic and often abusive interpersonal relationships, extensive criminal justice histories, prior treatment episodes in less restrictive levels of care, inconsistent work histories and educational experiences, and anti-social behavior. In addition to clinical services, considerable emphasis shall be placed on services that address the client's educational and vocational needs, socially dysfunctional behavior, and need for stable housing upon discharge. It shall also include services that assist the client in remaining abstinent upon returning to the community.
2. Level II Residential - Level II programs include those that are referred to as domiciliary care and are generally longer term than level 1. This level is appropriate for persons whose cognitive functioning has been severely impaired from the chronic use of substances, either temporarily or permanently. This would include persons who have varying degrees of organic brain disorder or brain injury or other problems that require extended care. The emphasis is on providing services that work on cognitive problems and activities of daily living, socialization, and specific skills to restore and maintain independent living. The services are typically slower paced, more concrete and repetitive. There is considerable emphasis on relapse prevention and reintegration into the community. This involves considerable use of case management and networking residents into ancillary or wrap-around services such as housing, vocational services, transportation, and self-help meetings.
3. Level III Residential - Level III programs include those that are referred to as transitional care and are generally short-term. This level is appropriate for persons who have completed other levels of residential treatment, particularly levels 1 and 2. This includes clients who have demonstrated problems in applying recovery skills, a lack of personal responsibility, or a lack of connection to the world of work, education, or family life. Although clinical services shall be provided, the main emphasis is on services that are low-intensity and typically emphasize a supportive environment. This would include services that would focus on recovery skills, preventing relapse, improving emotional functioning, promoting personal responsibility and reintegrating the individual into the worlds of work, education, and family life.

C. Supervisor Roles and Responsibilities.

1. Providing technically competent and motivational support to staff and Clients.
2. Work with staff, through the Agency's adopted Training Plan, to address stress, burnout, and other psychological aspects as they relate to the roles and responsibilities, and to assist staff to stay within the scope of work.
3. Provide Client related supervision.
4. Provide staff oversight to assist in boundary setting and continued performance excellence, in accordance with the requirements set forth herein.
5. Meet regularly with staff to discuss issues relating to the Clients.
6. Supervisors shall maintain a professional demeanor.
7. All Client-care related supervision shall be documented in the Client's EDMS electronic case file as indicated by the Recipient.
8. Staff performance evaluations shall be completed annually and maintained in personnel file.

D. Discharge/Graduation

1. Case closure is a process by which Clients are dis-enrolled from active Services.
2. All attempts to contact the Client and notifications about case closure shall be communicated to the Referral Specialist and/or Medical Case Manager, as well as documented in the Client's EDMS electronic file, and shall include the reason(s) for closure.
3. Cases may be closed when the Client:
 - a. has achieved the goals listed on the Treatment Plan;
 - b. has become ineligible for Services;
 - c. is deceased;
 - d. no longer needs the Service;
 - e. decides to discontinue the Service;
 - f. the Service Provider is unable to contact the Client thirty (30) days after expired eligibility or
 - g. is found to be improperly utilizing the Service or is asked to leave the program.
4. Supervisor approval is required for all case closures.

IV. Grant Award.

- A.** The total Grant award amount to the Agency, under this Contract, shall not exceed \$145,000 for the term of the Contract. The disbursement of Funds shall be subject to availability and appropriate budget authority.
- B.** Until otherwise provided with written notification from the Recipient, the Agency shall not be authorized to incur costs exceeding the amount issued by the Recipient on the Delivery Order (“DO”). The Recipient will 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 Recipient.

V. Funding.

- A.** The Grant Funds received under this Contract shall be used solely for the coordination of allowable Services as contemplated herein, in accordance with 45 CFR part 75, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B.** Use of Grant Funds for any Services, other than those specifically described in this Scope of Service, may be deemed as a breach which may result in termination of this Contract, at the sole discretion of the Recipient.
- C.** The Agency shall return any Funds received under this Contract for Services provided to those Clients 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 request from the Agency whereby the services rendered do not comply with this Contract.
- E.** Funding is limited and shall be based on availability. Funding amounts 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.
- G.** The Agency shall not use funding received from the Recipient as a sole or primary basis to apply for certification or recertification under the HRSA 340B Drug Pricing Program (“340B Program”). Recipient funding may be included as one of the required criteria necessary for 340B Program certification or recertification, but shall not be used by the Agency as the sole basis without prior written approval by the Recipient.
- H.** The Grant funds received under this contract shall be used to provide services for a full twelve (12) months regardless of the timeframe in which funds are exhausted.

VI. Data and Quality Management.

- A. Quality Management.** The Agency shall establish a written quality assurance and continuous quality improvement process and quality management plan that ensures ongoing quality assurance and improvement activities.
- B. Service Unit Definition.** For quality management purposes, one (1) unit of service shall be measured by one residential bed for one day. Residential Level may vary from Level II, III or IV depending on Client's needs.
- C. Outcome Measures and Indicators.** At a minimum, all Service Providers shall adopt the Outcomes and Indicators as established by the Recipient in accordance with the HRSA standards and regulations, as applicable.
- D. Service Documentation.**
1. Service Providers shall 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 will 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 (4th) business day of the month, or as additionally requested by the Recipient.
 3. Reportable Service activity shall include, but not be limited to, unduplicated Clients, 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 the Recipient approved EDMS 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. Requirements

1. Agency sites shall possess appropriate occupational licensing by the county in which they are located and by the incorporated areas within the county, if applicable. Licenses must be displayed prominently in the Agency's premises.
2. Service Providers shall be licensed by the Florida Department of Children and Families ("DCF") as a substance abuse treatment program and shall comply with all associated requirements.

VII. 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 as 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 Grant, 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 the Ryan White Part A funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall 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.

VIII. Recordkeeping and Accounting Standards.

- A. The federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (as sub-recipients) who receive Grant Funds shall demonstrate that they can adequately track, manage, and account for Grant Funds, in accordance with 45 CFR part 75, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- 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' actual time and effort by Service, funding source for each Service category, and documentation for cost allocation.

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

IX. 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 (4th) business day of each month. 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 will be reviewed by the Recipient and their fiscal staff for appropriateness and thoroughness. If, after review of an invoice, an issue or concern with the sub-recipient is identified, the Recipient's staff will work with the Agency to resolve the issue or concern. As part of this attempt, the Recipient's staff may request clarification of any unusual, miscellaneous, excessive, or potentially unallowable charge invoiced by the Agency. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the Recipient's office will contact the Agency who shall provide detailed justifications and support. In the event the Agency fails to promptly 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:

- a. Name of Agency;
 - b. Agency address;
 - c. Date of invoice;
 - d. Invoice number;
 - e. Period of performance covered by invoice;
 - f. Description of goods and services reflected by the billings;
 - g. Current period of costs (with sufficient detail and backup information);
 - h. Sub-recipient contact person with respect to the invoice;
 - i. Statement that the expended funds are reasonable, allowable, and allocable;
 - j. Statement that the costs are in compliance with the terms and conditions of the Contract; and
 - k. An EDMS report or such additional information as may be requested by the Recipient.
5. The Agency shall ensure that RWHAP Part A is the payer of last resort. The Agency shall bill any other funding source, including Medicaid and Medicare, that the client may have, before utilizing RWHAP Part A funds. In accordance with 45 CFR 75, all program income generated and used shall be tracked and reported to the Recipient's Office.

B. Payments.

1. Reimbursement for Level I Residential bed shall be reimbursed at a rate not to exceed \$207.40 for females and \$179.84 for males.
2. Reimbursement for Level II Residential bed shall be reimbursed at a rate not to exceed \$108.51.
3. Reimbursement for Level III Residential bed shall be reimbursed at a rate not to exceed \$50.00.
4. The Agency shall provide monthly invoices with complete supporting documentation for all service units billed.
5. The following requirements shall apply for fixed-price unit rate reimbursement:
 - a. A unit of service is based on actual time spent by Agency staff engaged in a reimbursable service activity.
 - b. Upon receipt, review, and approval of the Agency's completed payment package for compliance with Contract provisions, the Recipient will authorize payment.
 - c. 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 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 in processing or potential denial of payment.

- d. The Recipient will 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. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.
6. Detox services shall be reimbursed at a rate not to exceed \$450 per day. Detox services include but are not limited to Financial Screening Eligibility, Triage/Nursing Assessment, Nursing History and Physical, Treatment Plan, Medical Provider H&P, Complete Clinical Assessment/In-Depth Biopsychosocial, Level of Treatment Recommendation, Court Documentation/Recommendation, all Detox Medication Tapers/Stabilization, Medication administration and Monitoring, Community Group/NA/AA Groups, Medical Discharge Plan, and Clinical Transition Plan.

X. General Conditions of Award.

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

Services shall be provided in Orange, Seminole, Lake and Osceola Counties or as stated and approved by the Recipient in the Proposal. Services shall be provided Monday-Friday 8:00 a.m. – 5:00 p.m. hours and after hours to accommodate the needs of the Clients. The Agency shall submit the hours of operation and a listing of planned holidays as part of the proposal 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 Clients requiring special assistance, such as visually or hearing impaired persons shall be available. When Clients prefer another language or require special assistance, due to circumstances such as illiteracy or the need of a translator, such special assistance shall be made available by the Agency as appropriate.

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Sherry.Wooten@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

SEALED RESPONSE SUBMITTAL LABEL:

All submittals, should use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING**

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **Sherry Wooten**
RFP NUMBER: **Y19-180-SW**
TITLE: **HEALTH AND SUPPORT SERVICES FOR
PERSONS WITH HIV SPECTRUM DISEASE -
RYAN WHITE PART A**

PROPOSAL DUE DATE: _____

DELIVER TO:
ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

PRE-REQUISITE REQUIREMENTS

NON-MANDATORY PRE-PROPOSAL CONFERENCE

All interested parties are invited to attend a **Pre-Proposal Conference** on **Tuesday, December 18, 2018, 02:00 PM** located at **2002A East Michigan Street, Orlando, Florida 32806**.

At that time, the County's representative will be available to answer questions relative to this Request for Proposals. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Request for Proposals.

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:

- Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- 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.

SUBMITTAL REQUIREMENTS

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

TAB 1. ADMINISTRATIVE CAPACITY AND QUALIFICATIONS

This Section applies to all LOTS. You may submit this section once.

- A. Briefly describe your organization in terms of years in existence, core business operations or service activities currently provided, current staffing and operating budget, current locations of operation. Describe your organization's mission and vision, or other organizing principles.
- B. 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. Not-for-profit corporations shall include a copy of their letter of determination; **specifically, a letter of determination from the Internal**

Revenue Service shall indicate 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.

- C. Medicaid status: Indicate whether or not your organization is a Medicaid, Medicaid Waiver, and/or Medicare provider, and indicate whether or not your organization is classified as a Federally Qualified Health Center (FQHC) Provide evidence as applicable.
- D. Confidentiality: Explain your organization's system for safeguarding the confidentiality of consumers, In accordance with the contract herein, include the policy and procedure document.
- E. Grievances: Describe and attach a copy of your Agency's grievance procedures for consumers.
- F. Reporting: Describe your organization's methods for collecting, verifying the accuracy of, reviewing, approving, and reporting utilization demographics and financial data, including invoices and billing backup. What position in your organization is or will be responsible for daily overall oversight and management of the Electronic Data Management System. Provide a position description, if available, of that position.
- G. Monitoring: Describe your organization's performance in meeting contract, standards of care, and/or administrative requirements during the past fiscal year, as indicated by internal reviews or external monitoring by funding sources, review agencies, etc., and describe how your organization used the results and findings of such reviews or monitoring to improve performance and increase quality.
- H. Consumer feedback: Describe your organization'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.
- I. Quality management: Describe your organization'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.
- J. Reflectiveness: Provide a chart listing current board of directors and consumer advisory board and provide ethnic, gender and age breakdown to demonstrate reflectiveness of the target population.
- K. Describe your organization's philosophy and approach in providing services for consumers with HIV/AIDS, and serving the HIV community generally.
- L. Describe how your organization assures that your Board, management, staff, and volunteers keep abreast of and adapt to changes in HIV/AIDS-related practice guidelines and best treatment practices, medicines, risk factors, demographics, locations, and course of the disease.

- M. Describe how your organization cooperates or collaborates with non-HIV/AIDS organizations to deliver services to people living with HIV.
- N. Describe your organization’s approach and practice for ensuring age and cultural sensitivity/proficiency in the delivery of services.
- O. Describe your organization’s linguistic capabilities, including how and where staff with multiple language skills are deployed to facilitate the delivery of the proposed services.
- P. Describe your organization’s capabilities to respond to special needs consumers (e.g., vision impaired, hearing impaired, wheelchair bound).
- Q. Training: Provide a training and orientation plan.

TAB 2.

ORGANIZATIONAL EXPERIENCE

Firms may submit for one (1) LOT or Multiple LOT(s). Submission requirements for each lot are below:

A. LOT A - Mental Health and Substance Abuse Outpatient Services

1. **Abstract for the Proposed Service:** The abstract shall include a brief description of identified service needs/demands and target geographic area/population; the number of consumers to be served by race, gender, ethnicity and age, the number of units of service to be provided, a brief description of the proposed program and service approach. Include a statement of qualification demonstrating competencies and past experience for **Mental Health and Substance Abuse Outpatient Services**.
2. **References:** List at least three (3) references within the last five (5) years for which the Proposer has performed **Mental Health and Substance Abuse Outpatient Service** work similar in scope and magnitude to include the contact name, address, email address, telephone number and date of the contract.
3. Provide a current and proposed (if different) staffing chart of the organization and indicate the length of time that key staff has experience providing services to People Living With HIV/AIDS (PLWH/A). Provide comprehensive resumes for all key personnel.
4. 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.
5. 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.

B. LOT B - Early Intervention Services

1. **Abstract for the Proposed Service:** The abstract shall include a brief description of identified service needs/demands and target geographic area/population; the number of consumers to be served by race, gender, ethnicity and age, the number of units of service to be provided, a brief description of the proposed program and service approach. Include a statement of qualification demonstrating competencies and past experience for **Early Intervention Services**.
2. **References:** List at least three (3) references within the last five (5) years for which the Proposer has performed **Early Intervention Services** work similar in scope and magnitude include the contact name, address, email address, telephone number and date of the contract.
3. Provide a current and proposed (if different) staffing chart of the organization and indicate the length of time that key staff has experience providing services to People Living With HIV/AIDS (PLWH/A). Provide comprehensive resumes for all key personnel.
4. 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.
5. 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.

C. LOT C - Psychosocial Support Services

1. **Abstract for the Proposed Service:** The abstract shall include a brief description of identified service needs/demands and target geographic area/population; the number of consumers to be served by race, gender, ethnicity and age, the number of units of service to be provided, a brief description of the proposed program and service approach. Include a statement of qualification demonstrating competencies and past experience for **Psychosocial Support Services**.
2. **References:** List at least three (3) references within the last five (5) years for which the Proposer has performed **Psychosocial Support Services** work similar in scope and magnitude include the contact name, address, email address, telephone number and date of the contract.
3. Provide a current and proposed (if different) chart of the organization and indicate the length of time that key staff has experience providing services to People Living With HIV/AIDS (PLWH/A). Provide comprehensive resumes for all key personnel.

4. 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.
5. 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.

D. LOT D - Substance Abuse Treatment Services - Residential

1. **Abstract for the Proposed Service:** The abstract shall include a brief description of identified service needs/demands and target geographic area/population; the number of consumers to be served by race, gender, ethnicity and age, the number of units of service to be provided, a brief description of the proposed program and service approach. Include a statement of qualification demonstrating competencies and past experience for **Substance Abuse Treatment Services - Residential**.
2. **References:** List at least three (3) references within the last five (5) years for which the Proposer has performed **Substance Abuse Treatment Services - Residential** work similar in scope and magnitude include the contact name, address, email address, telephone number and date of the contract.
3. Provide a current and proposed (if different) staffing chart of the organization and indicate the length of time that key staff has experience providing services to People Living With HIV/AIDS (PLWH/A). Provide comprehensive resumes for all key personnel.
4. 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.
5. 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.

TAB 3. SERVICE DELIVERY MODEL

Firms may submit for one (1) LOT or Multiple LOT(s). Submission requirements for each lot are below:

A. LOT A - Mental Health and Substance Abuse Outpatient Services

1. Describe your approach to delivery of the proposed service in terms of hours of operation and method of providing 24-hour on-call access. If you are expanding or adding a service, state your deployment time line.

2. 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.
3. Describe how innovations, creativity, or “best practices” are demonstrated in your service delivery model.
4. 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).
5. 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.
6. 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.
7. Provide a copy of the organization’s policy and procedures for the proposed service.

B. LOT B - Early Intervention Services

1. Describe your approach to delivery of the proposed service in terms of hours of operation and method of providing 24-hour on-call access. If you are expanding or adding a service, state your deployment time line.
2. 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.
3. Describe how innovations, creativity, or “best practices” are demonstrated in your service delivery model.
4. 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).
5. 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.

6. 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.
7. Provide a copy of the organization's policy and procedures for the proposed service.

C. LOT C - Psychosocial Support Services

1. Describe your approach to delivery of the proposed service in terms of hours of operation and method of providing 24-hour on-call access. If you are expanding or adding a service, state your deployment time line.
2. 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.
3. Describe how innovations, creativity, or "best practices" are demonstrated in your service delivery model.
4. 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).
5. 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.
6. 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.
7. Provide a copy of the organization's policy and procedures for the proposed service.

D. LOT D - Substance Abuse Treatment Services - Residential

1. Describe your approach to delivery of the proposed service in terms of hours of operation and method of providing 24-hour on-call access. If you are expanding or adding a service, state your deployment time line.
2. 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.

3. Describe how innovations, creativity, or “best practices” are demonstrated in your service delivery model.
4. 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).
5. 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.
6. 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.
7. Provide a copy of the organization’s policy and procedures for the proposed service.

TAB 4.

BUDGET

A. LOT A - Mental Health and Substance Abuse Outpatient Services

1. **Mental Health Services:** Detail the specific funding amount requested (by title and position quantity, if applicable).
2. **Mental Health Services:** Provide a detailed, categorical, Line Item Budget using the Line Item Budget Form for the service for which you are applying, showing how funds are proposed to be expended. Identify all direct and indirect/administrative costs associated with the proposed service. Include the Line Item budget form included herein as Attachment 2. The fillable document is accessible here:

<ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RF%20-%20Large%20Files/Y19-180-SW/>

3. **Substance Abuse Outpatient Services:** Detail the specific funding amount requested (by title and position quantity, if applicable).
4. **Substance Abuse Outpatient Services:** Provide a detailed, categorical, Line Item Budget using the Line Item Budget Form for the service for which you are applying, showing how funds are proposed to be expended. Identify all direct and indirect/administrative costs associated with the proposed service. Include the Line Item budget form included herein as Attachment 2. The fillable document is accessible here:

<ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RF%20-%20Large%20Files/Y19-180-SW/>

5. 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 the requirements of the "Service Continuation" in this RFP, and provide assurances of the organization's ability to comply with those requirements.
6. Financial Statements and Audits: State your organization's fiscal year and describe your methodology for obtaining and submitting the annual financial statement and/or audits described in the contract herein. If your organization's most recent completed audit has not been submitted to the Grantee office, submit it as part of this application.

B. LOT B - Early Intervention Services

1. Detail the specific funding amount requested (by title and position quantity, if applicable).
2. Provide a detailed, categorical, Line Item Budget using the Line Item Budget Form for the service for which you are applying, showing how funds are proposed to be expended. Identify all direct and indirect/administrative costs associated with the proposed service. Include the Line Item budget form included herein as Attachment 2. The fillable document is accessible here:

<ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RFPs%20-%20Large%20Files/Y19-180-SW/>

3. 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 the requirements of the "Service Continuation" in this RFP, and provide assurances of the organization's ability to comply with those requirements.
4. Financial Statements and Audits: State your organization's fiscal year and describe your methodology for obtaining and submitting the annual financial statement and/or audits described in the contract herein. If your organization's most recent completed audit has not been submitted to the Grantee office, submit it as part of this application.

C. LOT C - Psychosocial Support Services

1. Detail the specific funding amount requested (by title and position quantity, if applicable).
2. Provide a detailed, categorical, Line Item Budget using the Line Item Budget Form for the service for which you are applying, showing how funds are proposed to be expended. Identify all direct and indirect/administrative costs associated with the proposed service. Include the Line Item budget form included herein as Attachment 2. The fillable document is accessible here:

[ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RF
Ps%20-%20Large%20Files/Y19-180-SW/](ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RF%20-%20Large%20Files/Y19-180-SW/)

3. **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 the requirements of the “Service Continuation” in this RFP, and provide assurances of the organization’s ability to comply with those requirements.
4. **Financial Statements and Audits:** State your organization’s fiscal year and describe your methodology for obtaining and submitting the annual financial statement and/or audits described in the contract herein. If your organization’s most recent completed audit has not been submitted to the Grantee office, submit it as part of this application.

D. LOT D - Substance Abuse Treatment Services – Residential

1. Detail the specific funding amount requested (by title and position quantity, if applicable).
2. Provide a detailed, categorical, Line Item Budget using the Line Item Budget Form for the service for which you are applying, showing how funds are proposed to be expended. Identify all direct and indirect/administrative costs associated with the proposed service. Include the Line Item budget form included herein as Attachment 2. The fillable document is accessible here:

[ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RF
Ps%20-%20Large%20Files/Y19-180-SW/](ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RF%20-%20Large%20Files/Y19-180-SW/)

3. **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 the requirements of the “Service Continuation” in this RFP, and provide assurances of the organization’s ability to comply with those requirements.
4. **Financial Statements and Audits:** State your organization’s fiscal year and describe your methodology for obtaining and submitting the annual financial statement and/or audits described in the contract herein. If your organization’s most recent completed audit has not been submitted to the Grantee office, submit it as part of this application.

TAB 5. ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.

- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **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. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **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.
- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 6. FEDERAL COMPLIANCE DOCUMENTATION

- A. **Schedule of Sub-contracting** shall be completed and submitted with your proposal.
- B. **Certification Regarding Lobbying for Contracts Grants, Loans, and Cooperative Agreements** (if Applicable) shall be completed and submitted with your proposal.
- C. **Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) with attached documentation** evidencing affirmative steps shall be completed and submitted with your proposal.
- D. **Federal Debarment Certification Form** shall be completed and submitted with your proposal.

SECTION 4
SELECTION CRITERIA

**RFP#Y19-180-SW
SELECTION CRITERIA**

<u>CRITERIA</u>	<u>WEIGHT</u>
Administrative Capacity and Qualifications	30
Organizational Experience	25
Service Delivery Model	30
Budget	15
TOTAL	100

FUNDING METHODOLOGY

Funding Allocations:

Mental Health Services (LOT A)	\$300,000
Substance Abuse Outpatient Services (LOT A)	\$100,000
Early Intervention Services (LOT B)	\$275,000
Psychosocial Support Services (Peers) (LOT C)	\$90,000
Substance Abuse Residential Program (LOT D)	\$145,000
TOTAL	\$910,000

Funding Methodology:

If the total amount of funded awards exceed the total amount available under the program, all awards shall be reduced by an equal amount in order to reach the amount of funding available.

Example:

Mental Health Services Funding: \$300,000

Total Estimated Awards: \$375,000

Proposer	Award	Adjusted Award	Decrease
A	\$200,000	\$160,000	-20%
B	\$175,000	\$140,000	-20%

**SECTION 5
ATTACHMENTS**

PROPOSAL COVER PAGE

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.

TIN#: _____ D-U-N-S® # _____

SYSTEM FOR AWARD MANAGEMENT: (Select one)

- System for Award Management Registered (Attach Documentation)
- System for Award Management Registration has been initiated (Attach Documentation)
- System for Award Management Registration has NOT been initiated

NOTE: If the Respondent does not become registered in the SAM database before the County issues its recommendation of award posting, the offer shall be deemed non-responsible and the County will proceed to recommend award to the next responsive and responsible registered respondent.

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

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 work/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 _____

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 Response 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 Response*

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

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

The undersigned proposer, 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 proposer 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 proposer, **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 bid. 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 bid.

E VERIFICATION CERTIFICATION

Contract No.Y19-180-SW

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.Y19-180-SW, Health and Support Services for Persons with HIV Spectrum Disease - Ryan White Part A**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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 Proposer's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Proposer

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 proposer, 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 proposer, offeror, quoter, respondent, and, if applicable, the authorized agent of the proposer, 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 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 Proposer 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, (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 Proposer

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: _____

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: _____

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 MWBE / Labor Surplus Area(LSA) 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/LSA 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:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. 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:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

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 Bid Response.**

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: _____

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)

SCHEDULE OF SUBCONTRACTING, RFP NO. Y19-180-SW

As specified in the General Terms and Conditions and in the Special Terms and Conditions, respondents are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

**CERTIFICATION REGARDING LOBBYING FOR CONTRACTS,
GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
APPENDIX A, 44 C.F.R. PART 18**

(To be submitted with each bid or offer exceeding \$100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

AFFIDAVIT OF COMPLIANCE
WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, _____, in my capacity as _____,
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, _____
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm,
the following:

- _____ 1. Qualified small and minority businesses, and women's business enterprises,
(Initial) were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- _____ 2. The Prime Contractor solicited, and will continue to solicit, small and minority
(Initial) businesses, and women's business enterprises, when they were/are potential sources.
- _____ 3. Based on the Prime Contractor's experience and expertise, the total
(Initial) requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- _____ 4. The Prime Contractor has and/or will establish delivery schedules that will
(Initial) encourage participation of small and minority business, and women's business enterprises.
- _____ 5. The Prime Contractor has and/or will use the services and assistance, as
(Initial) appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- _____ 6. I understand that if the Prime Contractor fails to submit the documentation
(Initial) required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.
- _____ 7. I affirm that all the **documentation attached** to this Affidavit of Compliance
(Initial) reflect true and accurate records that have not in any way been altered.

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration of the
project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in
§92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to the best of my information, knowledge, and belief.

Signature

Date

Printed Name

Official Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by _____ of _____, a _____

(Name of officer or agent, Title) (Name of company) (State)

corporation, on behalf of the corporation.

(Seal)

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [] or Produced Identification []

Type of Identification Produced: _____

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CONTRACT No. Y19-180

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 Treatment Extension Act of 2009, amending the Ryan White HIV 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; 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 located within the Orlando EMA (hereinafter referred to as "Client") 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 services for eligible Clients (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 in this invitation to bid.

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 Client 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 Client receives a qualified replacement and shall make every reasonable effort to notify the Client 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 Clients 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 Health Services Planning Council (hereinafter referred to as “Planning Council”) in order to evaluate the effect of Client 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 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 Clients 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 Clients 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 Client’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 Client 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 Clients upon request.

Section 6. **Planning Council Notices.** The Agency is required to post notices related to any Client services provided by the Recipient regarding HIV 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, 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 Clients 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 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 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, Client's records, medical records, files, reports, prescriptions, plans, bills, invoices, or other Client's records of any type created by the Agency, its employees, or contractors pertaining to this Contract and the associated Clients according to HIPAA requirements; the requirements set forth in the Federal Code 45 CFR §75.365 ("Restriction on Public Access to Records")(Attachment "3"); other applicable federal and State laws; and HRSA and Public Health Standard (hereinafter "PHS") requirements. Records shall be complete and accurate for each Client 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, Client 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 “3.”**
- 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 Client (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 Client’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 “3”**), 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 Client personal information.
- b) Client 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 1.**"
- 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 Client 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 Client 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 Client acknowledging that the Client 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 Client files and medical records in accordance with HIPAA requirements;

- 4) That Client records are handled and not removed from the Agency's premises, unless done so in accordance with the law;
- 5) Access to Client 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 Client's records by the Agency;
- 7) Client's medical records are not to be left unattended in areas accessible to unauthorized individuals;
- 8) Access to electronic data is strictly controlled;
- 9) Client's medical records and or other PHI are released only upon receipt of written authorization that has been signed by the Client or their legal representative;
- 10) Requests by Clients 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 Client 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, 2nd Floor, Orlando, FL 32801
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 "1"**).

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

CLIENT ELIGIBILITY AND FEES

Section 1. Screening for Eligibility.

- a) The Agency shall make all necessary efforts to ensure that Clients 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 Client Services. The Agency shall have established policies and procedures for seeking to obtain other funding sources for all Clients served and for documenting such efforts. The Agency shall ensure that all Clients 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 Client by the Agency. Such screening shall include, but not limited to, the following information which must be in the Client'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 Client's file and entered into EDMS with copies made available to the Recipient upon request.

Section 2. **Fees.**

- a) Clients 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 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 Client, if any, shall be documented in the respective Client's file and entered into the EDMS with copies maintained on-site by the Agency.
- c) In the event that the Agency institutes other Client 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 Client payments collected by the Agency shall be deemed as program income and shall be documented in the Client'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, Client, 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 related funding or in-kind resources made available in the year for which this Contract is awarded to provide HIV related services to persons living with HIV. 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 Clients 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 (4th) 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.
- 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. 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 Client.
- 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 “3”**).
- h) Any specific issues relating to billing for this Contract shall be as more specifically described in the Scope of Service.
- 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, or reimbursements or payments of any kind to a Client;
 - (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 “3”**), 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.
- 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.

- (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.
- 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 “3”**).
- 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 “3”**), 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 “3”**).
- j) In the event of conflict between the provisions set forth in this Article and the requirements of the Federal Code (**Attachment “3”**), 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 Corrective 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 "5."**
- g) Financial reports shall be performed in accordance with the Federal Code 45 CFR §75.341 ("Financial Reporting") (**Attachment "3"**). 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 "3"**), 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 Clients 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 "5"**).

- 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 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 "3"**), 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/companyssearch and A.M. Best Ratings are available at 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, 2nd 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 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 Client feedback process utilizing information captured from the Client Advisory Boards (CAB), satisfaction surveys and other methods; (iv) detail the grievance process that will be used to address and to resolve Client 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 Client 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.

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 “3”**) 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 “3”**), the Recipient shall be responsible for completing the Subaward/Sub-recipient Federal Award Checklist (“Checklist”), a copy of which is included in **Attachment “3”** and incorporated by this reference as **Attachment “3”**. 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 “3”**). 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 “3”**), 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 “3”**). 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 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 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: _____

ORANGE COUNTY, FLORIDA
and
BUSINESS ASSOCIATE
ADDENDUM TO CONTRACT NO. Y19-180

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)**

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 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. Y19-180 (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."

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- 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.
 - 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.
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.

Attachment 1

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.

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 of 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 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

Attachment 1

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 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.

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.

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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: _____

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: _____

SAMPLE BUDGET DOCUMENTS

FILLABLE DOCUMENTS ARE AVAILABLE AT THE FOLLOWING LINK:

<ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RFPs%20-%20Large%20Files/Y19-180-SW/>

ATTACHMENT 2	
Orlando EMA Ryan White Part A Program	
FY 2019 - 20 / BUDGET	
Instructions	
FORM F101	
1	This Form <u>must be</u> completed in full once contract is executed and every quarter. This is a required form and must be submitted by the established deadline in order to be considered in compliance with the terms of the contract.
2	Once final amount has been approved by the Recipient, the total amount must not exceed Delivery Order Amount. Indirect shall not exceed 10% of total Delivery Order Amount.
FORM F102	
1	This Form <u>must be</u> completed in full once contract is executed and every quarter. This is a required form and must be submitted by the established deadline in order to be considered in compliance with the terms of the contract.
2	This form must list all employees directly providing services to Ryan White Part A Consumers. Salaries/benefits, title, job description, and funding source should be completed for each employee.
3	Once final amount has been approved by the Recipient, the total amount must not exceed Delivery Order Amount. Indirect shall not exceed 10% of total Delivery Order Amount.
FORM F103	
1	This Form <u>must be</u> completed in full once contract is executed and every quarter. This is a required form and must be submitted by the established deadline in order to be considered in compliance with the terms of the contract.
2	This form must list all employees indirectly providing services to Ryan White Part A Clients. Salaries/benefits, title, job description, and funding source should be completed for each employee.
3	Once final amount has been approved by the Recipient, the total amount must not exceed Delivery Order Amount. Indirect shall not exceed 10% of total Delivery Order Amount.
Forms must be submitted to:	
Ivonne Velez	
Health Services Department Office	
2002A E. Michigan St	
Orlando, FL 32806	
Ivonne.Velez@ocfl.net	
407-836-9364	

Orlando EMA Ryan White Part A Program

AGENCY NAME
 FY 2019 - 20 / 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
Direct Costs																	
Salaries															\$0	\$0	
Benefits															\$0	\$0	
Travel															\$0	\$0	
Supplies															\$0	\$0	
Equip															\$0	\$0	
Cell Phone															\$0	\$0	
Total Direct Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Costs																	
Salaries															\$0	\$0	
Benefits															\$0	\$0	
Travel															\$0	\$0	
Supplies															\$0	\$0	
Copier															\$0	\$0	
Audit															\$0	\$0	
Phone															\$0	\$0	
Internet															\$0	\$0	
Total Indirect Cost (10% of Direct Cost)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL Delivery Order	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

Printed Name, Title	Signature	Date

ATTACHMENT “3” 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)**

(a)

(b) 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.

(c) **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.

(d) **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.

(e) **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

(f) **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 (5 U.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.

(g) 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.

(h) 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.

(i) **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.

(j) **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.

(k)

(l) **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.

(m) **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.

(n) **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

(o) **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 4 TABLE OF DELIVERABLES

Tasks	Description of Deliverables	Due Dates	Frequency
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 or contract financial amendment (30 days)
1.3	Monthly invoices	By the 4 th Working Day of Each Month	Monthly
1.4	Annual Ryan White Services Report (RSR)	February 28 th	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