

HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
HEALTH CARE SERVICES DEPARTMENT



Hillsborough
County Florida

REQUEST FOR APPLICATIONS - RFA #RW1-20

FOR

**THE PROVISION OF OUTPATIENT AND AMBULATORY
HEALTH AND SUPPORT SERVICES,
FOR INDIVIDUALS WITH HIV DISEASE AND THEIR FAMILIES**

AS AUTHORIZED BY THE

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA FUNDING

**SPECIFICATION FOR THE PROVISION OF
OUTPATIENT AND AMBULATORY HEALTH AND SUPPORT SERVICES,
FOR THE RYAN WHITE PROGRAM**

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This RFA is funded 100% by Ending the HIV Epidemic (EHE) grant funds.

PROGRAM YEAR 2020/2021
 ANTICIPATED RFA SCHEDULE
 RFA # RW1-20

Friday, May 8, 2020	Request For Applications (RFA) advertised and released. RFA packages may be obtained from the Hillsborough County Health Care Services Department website address: Link: http://www.hillsboroughcounty.org/en/residents/social-services/health-care-plan/ryan-white-rfa Call 813-272-6935 with any questions.
Tuesday, May 19, 2020	RFA Pre-submittal Conference, 2:00 P.M. EST conference via GoToWebinar, to answer questions for those planning to submit Applications. If you want to receive the link for the Webinar please email arnolda@HCFLGov.net by <u>5:00PM EST Friday, May 15, 2020.</u>
Friday, May 22, 2020	Deadline for written requests for interpretation to be included as Addenda to this RFA. E-mail Aubrey Arnold at: Arnolda@HCFLGov.net
Tuesday, June 9, 2020	Deadline for submitting Applications to the Hillsborough County, Health Care Services Department, Ryan White Section, via electronic submission to Arnolda@HCFLNet.org . <u>Applications submitted electronically after 5:00 p.m. Eastern Standard Time (EST) will not be included in the competition process and the Applicant will be notified via email.</u>
Tuesday, June 9, 2020	Applications will be opened upon receipt to ensure electronically transmitted documents are accessible. They will not be reviewed for completeness.
Wednesday, June 10, 2020	Applicants notified regarding qualification/ disqualification.
Thursday, June 25, 2020	RFA Evaluation Teams finalize scoring and ranking of responses for funding recommendations.
Thursday, June 25, 2020	Recommendations posted via the Health Care Services website along with the RFA package. Applicants notified of recommendations and scheduled for contract review appointments.
Thursday, July 9, 2020	Grievances and Appeals due no later than 5:00 p.m. EST. They must be submitted to Aubrey Arnold, via email at Arnolda@HCFLGov.net
Friday, July 24, 2020	Agenda Deadline: Final Contracts must be submitted to the County Administrator for inclusion on the February 2020, BOCC meeting.
At the August 5, 2020, BOCC Meeting.*	Contracts submitted to BOCC for approval.

If you have questions about this schedule, call Aubrey Arnold at 272-6935.*These dates may change, as the BOCC calendar for 2020 could potentially change due to COVID19.

B. INTRODUCTION AND PURPOSE

1. BACKGROUND AND STATEMENT OF NEED

Hillsborough County, a political subdivision of the State of Florida, hereafter referred to as COUNTY, is the recipient of Part A of the Ryan White Extension Act and a new federal initiative for 2020: *Ending the HIV Epidemic: A Plan for America*. The Ryan White programs provides HIV-related health and support services. Part A's Eligible Metropolitan Area (EMA) is comprised of Hillsborough, Pinellas, Pasco, and Hernando counties. The Ending the HIV Epidemic grant targets only Hillsborough and Pinellas Counties. The Hillsborough County Health Care Services Department, hereafter referred to as DEPARTMENT, is responsible for administering these HIV programs for the COUNTY.

2. STATEMENT OF PURPOSE

Through the issuance of this Request for Applications ("RFA"), the County is soliciting proposals from qualified Proposers/Offerors for the Ending the HIV Epidemic: A Plan for America (EHE) – Ryan White HIV/AIDS Programs (RWHAP) Parts A & B (CFDA 93.686) – the purpose of which is to implement strategies, interventions, approaches, and core medical and support services to reduce new HIV infections in the United States. The overarching goal for this initiative is to reduce new HIV infections in the United States to less than 3,000 per year by 2030. <https://www.hhs.gov/blog/2019/02/05/ending-the-hiv-epidemic-a-plan-for-america.html>

3. ORGANIZATIONS/AGENCIES ELIGIBLE TO APPLY

Service providers meeting the following criteria are eligible to apply for funding under this RFA:

- a. Public or nonprofit private entities, including hospitals (which may include Veterans Administration facilities), community-based organizations, hospices, ambulatory care facilities, community health centers, migrant health centers, and homeless health centers.

For-profit agencies are eligible to be service providers ONLY in the absence of qualified nonprofit agencies able and willing to provide quality service.

- b. Private entities must be incorporated, or be authorized to do business in Florida, and have a local office, representative and a local phone number.
- c. Provide services to residents of Hillsborough, Pinellas, Pasco, and Hernando counties. However, the services must be delivered in Hillsborough and Pinellas counties.
- d. If the service, which is being applied for, is eligible for Medicaid reimbursement, then the applicant must be a Medicaid provider at time of application. The Public Law requires that any eligible services to a Medicaid eligible patient must be billed to Medicaid rather than Ryan White. Likewise, all services covered by any other insurance policy, benefits/assistance program must be billed to that other payor. If the client does not have sufficient funds to cover his/her co-payments associated with another payor the case manager may authorize the provider to bill the COUNTY for said co-payment(s). The service providers assume the financial risk for providing services for which other sources of funding could reasonably have been anticipated or determined.
- e. Perform one of the eligible services listed in this RFA.
- f. Meet the financial criteria established by the COUNTY. The COUNTY wants applicants to have a 1:1 debt ratio. Depending on the number of applicants, the COUNTY may, at its sole discretion, proceed in contracting with an applicant whose financials do not meet said criteria. However, additional financial reporting requirements will be added to the applicant's contract.

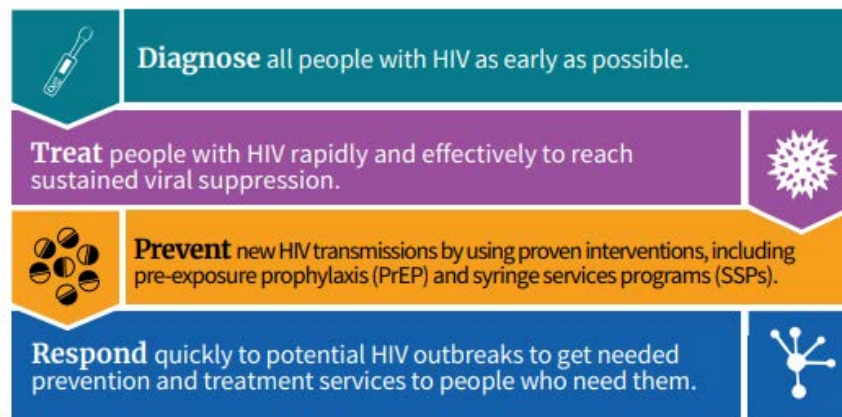
4. CLIENT ELIGIBILITY

Client eligibility for services under this RFA and resulting HIV-Services Agreements shall be determined on the basis of verification of HIV infection, a diagnosis of AIDS. Service providers contracted under this RFA must obtain and keep on file written documentation of seropositivity of all clients or the seropositivity of family members of affected clients. Service providers contracted under this RFA shall assume the financial risk for providing services to individuals not testing HIV positive, for providing services to individuals who the service provider has not documented as HIV positive, or providing services to individuals who have no HIV-positive family member. Service providers shall also assume the financial risk for providing services for which other sources of funding could reasonably have been anticipated or determined. Under the Ending the HIV Epidemic (EHE), clients must be HIV+. No family members may be served and the client does not have to be under 400% of the FPL as required by Part A.

Funds awarded under this RFA may only be used for services to affected individuals as outlined in HRSA [Policy Notice No. 10-02](#).

5. ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA

The Ending the HIV Epidemic: A Plan for America (hereafter referred to as “EHE” or “initiative”) has four pillars, or key strategies:



The Health Resources and Services Administration (HRSA) and the Centers for Disease Control and Prevention (CDC), along with the National Institutes of Health (NIH) Centers for AIDS Research (CFARs), the Indian Health Service (IHS), and the Substance Abuse and Mental Health Services Administration (SAMHSA) are collaborating on the implementation of each of these Pillars. At the most general level:

- Pillar One is led by CDC and, among many activities, includes working with the HRSA Health Center Program to increase testing among Health Center Program patients;
- Pillar Two is led by HRSA and focuses on providing access to HIV care and treatment through the RWHAP and the Health Center Program, including working with CDC funded organizations and/or CDC staff to link people with HIV, newly diagnosed or re-identified through testing programs, to care;
- Pillar Three is co-led by CDC and HRSA with the HRSA Health Center Program focusing on providing Pre-Exposure Prophylaxis (PrEP) related outreach, care coordination, medical services and medications supported by CDC efforts to promote PrEP among populations needing PrEP services as well as other prevention activities, such as syringe services programs (SSPs); and,
- Pillar Four is led by CDC to rapidly detect HIV clusters and networks with support from the HRSA RWHAP and Health Center Program to provide HIV care and treatment or PrEP services through the Health Center Program, as applicable.

The HRSA HIV/AIDS Bureaus (HAB) initiative is authorized under Section 311(c) of the Public Health Service Act, (42 U.S.C. § 243(c)) and title XXVI, (42 U.S.C. § 300ff-11 et seq.), with the funding to be used in conjunction with the Ryan White HIV/AIDS Program (RWHAP).

The DEPARTMENT is issuing this competitive RFA to fund EHE programs in the two target jurisdictions of Hillsborough and Pinellas Counties that demonstrate proficiency working with PLWH to achieve positive health

outcomes ultimately leading to viral suppression. As part of this RFA process, the DEPARTMENT will fund culturally-appropriate programs of Early Intervention Services (EIS) and Health Education Risk Reduction (HERR) support services that directly address the needs of PLWH in the target area. These programs will exist within a continuum of care network that provides services in a consistent, cost-effective manner; coordinates effectively with other service providers; and minimizes duplication of effort.

Funded programs must augment and interact with the RWHAP Part A Continuum of CARE in place to serve eligible low-income PLWH. However, the EHE funding is permitted to serve clients over 400% of the federal poverty limit whereas Part A funding is limited to individuals under 400% of the FPL.

Funding under this announcement is through the *Ending the HIV Epidemic: A Plan for America—RWHAP Parts A and B Grant* administered and provided by the United States Department of Health and Human Services, HRSA, HAB, Division of Metropolitan HIV/AIDS Programs.

Funds under this RFA are designed to support activities that will support Pillar Two (Treat people with HIV rapidly and effectively to reach sustained viral suppression) including:

- Expanding access to HIV care and treatment in the focus jurisdictions for people with HIV, both those who are newly diagnosed and those who are not engaged in care, and/or not virally suppressed; and
- Addressing unmet needs and improving client-level health outcomes
- HERR under the EHE funding will focus on non-minority clients (White/Caucasian) who are currently not eligible to obtain HERR services under the HERR funding currently contracted under the Minority AIDS Initiative for Hispanic and Black/African American clients.
- EIS funding under this RFA is targeting Hispanic/Latinx, Black/African American, and Youth (13-24 years of age) populations. Within these populations there is a special emphasis on Men who have Sex with Men (MSM) and Women of Childbearing Age (WCBA).

This project is 100% supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS).

Applicants are encouraged to be innovative and creative as they design ways to use these funds to end the HIV epidemic in the counties of focus.

In addition, funding under this RFA is integrated with the strategies already in place for Early Identification of Individuals with HIV/AIDS (EIIHA) and specifically to those PLWH or newly diagnosed with HIV.

6. Strategy for Early Identification of Individuals with HIV/AIDS (EIIHA):

The 2000 legislation required a new focus on reducing unmet need – finding people who know they are HIV+ and helping them enter and remain in HIV-related medical care. The 2006 legislation maintained the requirement and added a focus on people living with HIV/non-AIDS as well as people living with AIDS. The 2006 legislation required Part A Planning Councils (or the recipient where there is no planning council) and Part B programs to:

- Determine the size and demographics of the population of individuals with HIV/AIDS;
- Assess PLWH service needs and gaps “with particular attention to individuals with HIV/AIDS who know their HIV status and are not receiving HIV-related services” and “disparities in access and services among affected subpopulations and historically underserved communities”;
- Develop a comprehensive plan for the organization and delivery of health and support services that “includes a strategy for identifying individuals who know their HIV status and are not receiving such services...”

The Ryan White HIV/AIDS Treatment Extension Act of October 2009 provided an expanded focus and new requirements on getting people with HIV/AIDS into care upon diagnosis by including “**individuals who are unaware of their status**” to all three requirements. The 2009 legislation also required recipients to develop a **strategy for identifying individuals and enabling them to use the health and support services**. To support this effort, all Providers must demonstrate how funded Part A and B services will integrate the following Early Identification of Individuals with HIV/AIDS (EIIHA) components in their service delivery:

- a) Identification of Individuals Unaware of Their HIV Status
- b) Inform individuals of their HIV status
- c) Refer to care/services
- d) Link to care

To further understand EIIHA a list of related definitions has been included:

- **EIIHA:** Early Identification of Individuals with HIV/AIDS (EIIHA) is the identifying, counseling, testing, informing, and referring of **diagnosed and undiagnosed** individuals to appropriate services, as well as linking newly diagnosed HIV positive individuals to medical care. The goals of this initiative are:
 1. Increase the number of individuals who are aware of their HIV status; and
 2. Increase the number of HIV positive individuals who are in medical care; and
 3. Increase the number of HIV negative individuals referred to services that contribute to keeping them HIV negative.
- **Unaware of HIV Status:** Any individual who has **NOT** been tested for HIV in the past **12-months**, any individual who has **NOT** been informed of their HIV result (HIV positive or HIV negative), and any HIV positive individual who has **NOT** been informed of their **confirmatory** HIV result.
- **Identification of Individuals Unaware of Their HIV Status:** The **categorical breakdown** of the overall unaware population into subgroups, which allow for the overall EIIHA strategy to be **customized based on the needs of each subgroup**, for the purposes of identifying, counseling, testing, informing, referring, and linking these individuals into care. HRSA now distinguishes between:
 - “Parent Groups” categories that encompass a large and diverse number of individuals with a common issue (e.g., substance abuse, men who have sex with men), and
 - “Target Groups” within the Parent Group that allow the overall EIIHA strategy to be customized based on the Priority Needs and Cultural Challenges of each Target Group.
 - Important note: The following groups are considered Parent Groups and may **NOT** be listed as Target Groups. These groups must be broken down into smaller, more specific groups.
 - MSM
 - Substance Abuse/IVDU
 - Black/African American
 - Hispanics
- **Informing individuals of their HIV status:** Informing an HIV negative individual, post-test, of their appropriate HIV screening result. Informing an HIV positive individual, post-test, of their **confirmatory** HIV result.
- **Informing individuals of HIV Negative status:** Informing individuals of their HIV negative status and refer these HIV negative individuals to appropriate supportive services that will contribute to keep them HIV negative. However, due to their HIV negative status, these individuals are **not eligible** for Ryan White funded care or supportive services.
- **Referral to care/services:** The provision of timely, appropriate, and pre-established guidance to an individual that is designed to refer him/her to a specific care/service provider for the purpose of accessing care/services after the individual has been informed of their HIV status (positive or negative).
- **Linkage to medical care:** The post-referral verification that medical care/services were accessed by an HIV positive individual being referred into care. (*i.e., Confirmation first scheduled care appointment occurred*). **The medical care visit must entail one of the following: a CD4 count, viral load test, or the provision of an HIV related prescription for medication.**

7. PROVIDER REQUIREMENTS (not inclusive):

All agencies recommended for funding under this RFA shall be required to comply with all terms and conditions of the contract between the COUNTY and the PROVIDER. At a minimum, PROVIDERS will be required to

- a. PROVIDER must send at least one representative to every PROVIDER meeting that is scheduled by the DEPARTMENT. Meetings may be in person or virtual.
- b. Ensure there is a method of tracking client demographic information as well as units of service.
- c. Quality Management reporting elements are established by Hillsborough County and/or its contracted Quality Management provider and the PROVIDER agrees to track and report on those elements. A Quality Management program is a HRSA mandate.

- d. PROVIDER agrees to comply with any and all requests for information to ensure completion of federal and state reports and grant applications.
- e. PROVIDER shall be required to comply with all current and subsequent HRSA policies. A copy from the Part A HRSA manual is attached in Section G. PROVIDER is responsible for ensuring they have the most recently issues policies. They may be obtained from the HRSA website.
- f. PROVIDER's may not be reimbursed more than 25% of their contract amount within a given quarter, without the prior written permission of the Health Care Services Manager/Ryan White.
- g. PROVIDER will be required to comply with the terms in the sample contract attached in Section G, Exhibit 4. However, the COUNTY reserves the right to revise the contract terms and conditions at their discretion prior to its execution.
- h. Budget/Expenditure Status Report must be completed by the PROVIDER on a monthly basis, and retain for review upon request, for all contracts. The original budget will be the approved Condition of Award Budget. Expenditures must be in accordance with the approved budget. Under no circumstances can the administrative costs exceed 10% of the contract.
- i. PROVIDER will be required to input information on clients served and units of service provided into e2Hillsborough, which is the data system used for all HIV program reporting and outcomes, or any other data collection system as designated by the DEPARTMENT.
- j. PROVIDER will be required to have all employees working on the program background checked as well as fingerprinted. No employees can work on the program if they have a criminal felony record. In accordance with Chapter 435 of the Florida State Statutes, all employees working for the PROVIDER and any subcontractors must pass a Level 2 Background Check which must be filed with the State Clearinghouse at the following link or any updated link provided by AHCA: https://ahca.myflorida.com/MCHQ/Central_Services/Background_Screening/Screening_Info.shtml."
- k. PROVIDER agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees. If the PROVIDER is permitted by the BOCC to subcontract any portion of the services, the PROVIDER must require the subcontractor to utilize the E-Verify to verify the employment of all new employees.
- l. As required by the Federal Government, PROVIDERS must be registered in the Central Contractor Registration (CCR) and provide the DEPARTMENT with their data universal numbering system (DUNS) number. This number is developed and regulated by Dun & Bradstreet (D&B), it is a unique numeric identifier to a single business.
The COUNTY cannot contract with anyone who does not have a DUNS number.
- m. The PROVIDER is obligated to be familiar and comply with all of HRSA's monitoring standards and guidelines. They can be found at: <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>.

8. Reporting and Data Collection Requirements

Providers will be required to collect and report on program performance. Reporting requirements will include both client level data and system level data elements. These requirements are comprised of HRSA's/HIV AIDS Bureau (HAB) Ryan White Services Report (RSR) which includes Client Level Data elements, and Outcome Measures. The applicant agency will be required to report all required data elements in e2Hillsborough, or any other data collection system designated by the DEPARTMENT.

Providers will utilize a standardized progress report format for reporting on program or fiscal performance as required.

Providers shall maintain required data collection functions for all Clients and service delivery in e2Hillsborough. Providers shall establish internal processes for monitoring data entry, reporting and establish quality assurance activities to maintain data integrity and accuracy. Activities shall include formal protocols for data analysis and modifications which result in data integrity issues.

Hillsborough County and/or its contracted designee maintain the right to collect data from Client records for Quality Assurance and Program Evaluation purposes. This Client data includes, but is not limited to, socio-economic data, demographics, service delivery outcomes, utilization of funding, client satisfaction and adherence to quality care standards.

9. Computer Capability

Participating Providers must demonstrate an adequate management information system (MIS) capability and agree to use e2Hillsborough. To be compatible with the e2Hillsborough software, the minimum requirement is the availability of at least one Pentium processor-based personal computer (dual or quad core), Windows XP Professional, with at least 1GB of RAM. The computer must have internet access. Minimum and recommended system requirements connecting to e2Hillsborough are included below.

Upon contract award, Department personnel will, if not already done, provide access to e2Hillsborough and Department staff will train Provider staff in its use. There is no charge for access to the system, training, or use of the system. However, the Provider must have the appropriate hardware and the technical capability to utilize e2Hillsborough and upload necessary documents. County staff reserves the right to change or enhance the e2Hillsborough in use and require Providers to comply with the system changes.

Item	Computer System as applicable (minimum requirements)	Computer Running System, as applicable (recommended)
Operating System	MS Windows 8.1 Pro or higher, with 1 GB RAM	Most current MS Windows 10 Pro with 4 GB RAM
Printer	Inkjet	Inkjet or Laser
Power Supply	Uninterrupted Power Supply (UPS)	Uninterrupted Power Supply (UPS)
Internet Access	High Speed Internet Access via Cable, FiOS or T1	High Speed Internet Access via Cable, FiOS or T1
Web Browsers	Internet Explorer 11.0, Microsoft Edge, Google Chrome (latest version with updates)	Internet Explorer 11.0, Microsoft Edge, Google Chrome (latest version with updates)
Scanner	Minimum resolution 300 dpi, duplex capability, max document size 8.5" x 14"	Maximum resolution 600 dpi, duplex capability, max document size 8.5" x 14"

10. Glossary

Service category definitions and unit of service definitions are included in Section C, Eligible Services below. Other terms are defined as follows:

- a. **Adherence:** The extent to which a client's behavior, taking medication, following a diet, or making healthy lifestyle changes, corresponds with recommendations from a healthcare provider.
- b. **Allocation:** The total dollar amount that may be expended for a specific service category.
- c. **Antiretroviral Treatment and Access to Services (ARTAS) Intervention:** An individual-level, multisession, time-limited intervention to link individuals who have been recently diagnosed with HIV to medical care. The limit is 5 client sessions conducted over 90 days or until a client links to medical care.
- d. **Application:** An agency's plan/response for providing a proposed service.
- e. **ARTAS Care Coordinator (CC):** A staff member of Provider who is trained in the ARTAS intervention and assists clients with the coordination of medical care and treatment.
- f. **Assessment:** Obtaining relevant information from the presenting client's needs, internal and external resources, and desires and proposed outcomes of their participation.
- g. **BOCC:** Board of County Commissioners.
- h. **Care Council:** The West Central Florida Ryan White Care Council is the planning body for Part A and Part B funding. Care Council may also be referred to as Planning Council.
- i. **Client:** An individual determined eligible as described in the Ryan White Treatment Modernization Act and by the Care Council.
- j. **Early Identification of Individuals with HIV/AIDS (EIIHA):** a strategy for finding people who know they are HIV+ and helping them enter and remain in HIV-related medical care. More details are located within this document.
- k. **Eligible Metropolitan Area (EMA):** Includes Hillsborough and Pinellas, Pasco and Hernando Counties.
- l. **Linkage:** The act of confirming that a client offered a voluntary service is successful in accessing the

service. This may include providing or arranging transportation, making and rescheduling appointments, or accompanying the client to an appointment.

- m. **Linkage to Care:** Assisting an individual in receiving medical care for HIV infection from a physician, physician's assistant, or nurse practitioner, usually within 30 days from initial enrollment. Linkage is the post-referral verification that medical services were accessed by the individual being referred to care. Linkage to medical care is the outcome of the referral. The Department's Standard of Care guidelines require clients to be linked to medical care within 30 days.
- n. **Outreach:** A process of engaging face-to-face with high-risk individuals in targeted neighborhoods where they typically congregate, to provide HIV-related testing and treatment, health information and education, referrals and linkage to services, and recruitment for other prevention interventions or services.
- o. **Recipient:** Hillsborough County.
- p. **Retention:** A patient's regular engagement with medical care at a health care facility after initial linkage for a defined period of time.
- q. **Grant period Ryan White Part A:** March 1 – February 28.
- r. **Grant period Ending the HIV Epidemic:** March 1 – February 28.
- s. **Grant period Minority AIDS Initiative (MAI):** March 1 – February 28.
- t. **COUNTY:** The Hillsborough County Board of County Commissioners.
- u. **DEPARTMENT:** The Health Care Services Department of Hillsborough County government.
- v. **HRSA:** Health Resources and Services Administration, the division of the Department of Health and Human Services responsible for the Ryan White Treatment Modernization Act.
- w. **MAI: Minority AIDS Initiative:** Funds made available by the Congressional Black Caucus to target disproportionately infected and underserved minority populations.
- x. **Passing score:** Applicant must receive at least 70 points out of 100. If for any reason the total points available are decreased from 100 the passing score will be decreased proportionally.
- y. **Unique Client Identification Number ("UCIN"):** A number that is issued by the E2Hillsborough that will substitute for the client name to help ensure client confidentiality. The number will be used when reporting and billing to the DEPARTMENT.
- z. **DUNS #:** Data Universal Number System (DUNS) is developed and regulated by Dun & Bradstreet (D&B); it is a unique numeric identifier to a single business.

11. MULTIPLE APPLICATIONS

If applying for funding for more than one of the eligible services listed or for more than one county, a separate Application must be completed and submitted for each service category and for each County.

12. FUNDING

Funding Source: Funds for these projects are made available through Ending the HIV Epidemic: A Plan for America (EHE) – Ryan White HIV/AIDS Programs (RWHAP) Parts A & B (CFDA 93.686)

Funding Allocations By County: The allocations for each county are based on the proportion of AIDS cases in each county (as determined by the Centers for Disease Control), as a percentage of all AIDS cases in the EMA.

Funding period: Contracts will be effective the date approved by the BOCC and will be in effect until the date the grant contract period ends (as noted in the glossary), each contract will have 4 one-year renewal periods unless otherwise stated. This is subject to change based on performance and funding.

13. RESTRICTIONS

Cash payments to clients by service providers are prohibited.

Funds under this grant program shall be used only as a last resort for services not covered by other funding sources or programs, and cannot be used to replace local, state or federal funding for HIV health and support services.

There shall be no advance funding.

C. ELIGIBLE SERVICES

The Recipient is responsible for how and with whom to contract for the provision of the services based on the allocations of the Care Council. Other specific policy directives have been provided by Health Resources

Services Administration (HRSA), Division of HIV Services (DHS), Therefore, special conditions indicated in the definitions of the service categories below are not negotiable by Hillsborough County. This is a cooperative agreement between HRSA and Hillsborough County. HRSA will be involved and have final oversight of the project, in addition, HRSA has final approval on all programming decisions and the authority to modify outcomes and objectives at any time over the course of the project.

Applicants, who are applying to provide a service that is covered by Medicaid, must be Medicaid providers. Documentation of Medicaid participation must be included with each Application.

HEALTH CARE SERVICES:

No health care services at this time.

SUPPORT SERVICES:

Applicants must follow the current Minimum Standards of Care (MSOC) adopted by the Care Council for the service category(s) in which they are applying for, i.e. HERR, or EIS, or both. MSOC are subject to change; it is the Applicant’s responsibility to incorporate changes into their processes when informed of an MSOC update.

Health Education/Risk Reduction (HERR):

Health Education/Risk Reduction is the provision of education to clients living with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes sharing information about medical and psychosocial support services and counseling with clients to improve their health status. Services cannot be delivered anonymously. Topics covered may include:

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

*For clarification: Pursuant to HIV/AIDS Bureau Policy 16-02, Treatment Adherence services during an Outpatient/Ambulatory Health Service visit should be reported under the Outpatient/Ambulatory Health Services category whereas Treatment Adherence services provide during a Medical Case Management visit should be reported in the Medical Case management service category.

Some activities	Measure	Data Source
<p>1. Health Education/Risk Reduction Curriculum: Agency will have a written curriculum to inform clients about:</p> <ul style="list-style-type: none"> - reducing HIV transmission risks including partner testing - preventing STIs - the benefits of treatment and information on how to access and retain care - available resources to help with HIV treatment and prevention - PrEP education - Understanding lab values and medication regimen - Personal HIV disclosure <p>“Making Sure” curriculum may be adopted for HERR in place of the Agency developing their own curriculum</p>	<p>1. Curriculum approved by Ryan White Program.</p>	<p>1. Documentation on file.</p>
<p>2. Evaluation: Group and individual level evaluation of clients’ needs or topics:</p> <ul style="list-style-type: none"> • HERR activities will be driven by an evaluation of participants’ interests and needs 	<p>2. Evaluation questions and results.</p>	<p>2. Documentation on file</p>

<ul style="list-style-type: none"> • Evaluation may be conducted during group discussion or individually with clients 		
<p>3. Staff Qualification and Training:</p> <p>3.1. Direct Service Providers will have knowledge of the curriculum topics, the skills and abilities to provide health education services and one or more of the following:</p> <ul style="list-style-type: none"> • Bachelor's degree in a Human Service field • Registered Nurse • Master's /Bachelor's degree in a non-Human Service field and 2 years HIV experience • A 2 year associates degree in a Human Service field and 3 years of experience • 4 years of HIV prevention or service delivery or relevant experience <p>3.2. Staff demonstrate competency through education, experience, or training in the following topics:</p> <ul style="list-style-type: none"> - HIV basics (i.e., getting tested, transmission, disease stages) - Understanding laboratory results (i.e. reading lab results, understanding lab values) - Medication and side effects and drug interaction (i.e. understanding drug resistance, side effects and the goals of medications) - Adherence (i.e., adherence strategies) - Substance use and mental health recognition and referral - Risk reduction counseling - Communication Skills <ul style="list-style-type: none"> • Active Listening • Asking Tough Questions • Non-Verbal Communication • Responding to Conflict • Facilitating discussions free from judgments and personal belief systems • Navigating personal disclosure • Maintaining professional boundaries - Culture and Cultural Competency <ul style="list-style-type: none"> • Has experience working with populations impacted by HIV/AIDS. <ul style="list-style-type: none"> ▪ Has experience working with disproportionately impacted populations 	<p>3.1. - 3.2. Position description, job postings, resumes and documentation of staff training</p>	<p>3.1. File Review/Site Visits 3.2. File Review/Site Visits</p>
<p>4. Cultural Sensitivity & Competency: Agency must show experience and connection with the PLWHA and the diverse communities impacted.</p>	<p>4. Policy in program files</p>	<p>4. File Review/Site Visits</p>
<p>5. Quality Assurance/Quality Improvement: A process for quality</p>	<p>5. Quality improvement plan in place; ongoing documentation and reporting</p>	<p>5. Outcomes Evaluation data submitted on schedule</p>

monitoring is in place that addresses: <ul style="list-style-type: none"> • Compliance with Universal Standards for Ryan White Programs • Responsibility and accountability for implementation of quality improvement strategies 	of program outcomes evaluation measures. Programs will meet the Universal Standards for Ryan White Funded Programs	specified by Data and Outcomes coordinator. Annual audit and site visit documentation, including review of a sample of client records. Issues identified in meeting Outcomes goals and Universal Standards are addressed in annual Quality Improvement Plan.
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Unit Definition: A unit of Health Education/Risk Reduction is per quarter hour. The PROVIDER must keep track of time spent with each client and the number of encounters with each client. **Notes must be unique to client interaction and must be signed by employee performing the service.**

HERR FUNDING AVAILABLE:

County	Funding Level
Hillsborough County	\$180,000
Pinellas County	\$120,000

Early Intervention Services (EIS):

The Ryan White HIV/AIDS Program (RWHAP) legislation defines EIS for Parts A, B, and C. See § 2651(e) of the Public Health Service Act.

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

RWHAP Parts A and B EIS services include all components of 1-4 below; whereas **EHE must focus on components 2-4**, focusing on people with HIV, both those who are newly diagnosed and those who are not engaged in care, and/or not virally suppressed. This EHE program cannot pay for HIV testing.

1. Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV infected.
 - Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts
 - HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources
2. Referral services to improve HIV care and treatment services at key points of entry
3. Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care
4. Outreach Services and Health Education/Risk Reduction related to HIV diagnosis

Target population for the project are Latinx, Black, and Youth (13-24) populations. Within these populations there is a special emphasis on Men who have Sex with Men (MSM) and Women of Childbearing age (WCBA).

The Department suggests programs such as the Department of Health (DOH)'s program of Antiretroviral Treatment and Access to Services (ARTAS) Intervention: An individual-level, multisession, time-limited intervention to link individuals who have been recently diagnosed with HIV to medical care. The limit is 5 client sessions conducted over 90 days or until a client links to medical care.

Utilizing an ARTAS Care Coordinator (CC) or other method to provide the service. This is a staff member of

Provider who is trained in the ARTAS intervention and assists clients with the coordination of medical care and treatment. The Florida Department of Health HIV/AIDS Section has a training coordinator who requests training for specific interventions and areas in the state of Florida, in addition to online web-based training offered by the CDC for the ARTAS.

Unit definition: This service will be paid by proportional monthly installments. The unit definition will be established with the funded provider(s) for reporting purposes.

EIS FUNDING AVAILABLE:

County	Funding Level
Hillsborough County	\$300,000
Pinellas County	\$200,000

D. SUBMISSION REQUIREMENTS and GENERAL TERMS

1. Hillsborough County will conduct a pre-submittal conference via GoToWebinar. If you want to receive the link for the Webinar please email arnolda@HCFLGov.net by 5:00 PM EST Friday, May 15, 2020. In that email please provide first name, last name and email address to receive a link to register for the Webinar.

Tuesday, May 19, 2020 at 2:00 p.m. EST

2. Service providers seeking a contract under this RFA are required to submit applications as follows:
- a. Submit the Application(s) via email to arnolda@HCFLGov.net and copy sethd@HCFLGov.net to ensure receipt. The Application should be compiled in its entirety and in order by the Applicants and must be in page number order and should be scanned into PDF's at **40 pages at a time** and label the PDF's as (for example); RFA1-20 ABC Inc Response HERR 1 of 4, RFA1-20 ABC Inc Response HERR 2 of 4, RFA1-20 ABC Inc Response HERR 3 of 4, and RFA1-20 ABC Inc Response HERR 4 of 4. This will ensure receipt of all sections of the Applicant. In addition, this will assist the scoring team members in scoring the competing grant Applications.
The Department DOES NOT want various random attachments uploaded to the email for submission. The Application must be in page number order and NOT submitted as one large PDF or file. The Department needs to ensure receipt of the Application(s) and must be able to send via email to the scoring team members. In the past, size limitations have been an issue, therefore, we are requesting smaller PDF's to ensure they can be forwarded and not beyond the email limitations.
 - b. In the subject line of the RFA submission email you must enter RFA Response to RFA #RW1-20 and list the service name for which Applicant is applying. If applying for more than one service we are requesting that separate emails be submitted.
 - c. Applications must be typed, double-spaced and all page numbered in numeric order.
 - d. In order to be considered, applications must be received via email to the arnolda@HCFLGov.net address and sethd@HCFLGov.net should be copied no later than the deadline of 5:00pm EST, on Tuesday, June 9, 2020. If electronic submission is not possible, the Applicant must contact Aubrey Arnold at 813-272-6937 in order that alternate arrangements can be made in order that the Applicants Application still be received prior to the 5:00pm EST deadline. Applications not received via email or by alternate arrangements prior to the deadline will not be accepted.
 - e. Applicants applying to provide more than one service or county must submit a separate application for each service or each county.
 - f. If the applicant is awarded a contract the applicant agrees to execute a contract with the COUNTY. The contract shall be similar to the form contract included in Section G, Exhibit 4 of this RFA, except the contract to be executed shall be complete as appropriate for the service to be provided, audit language, computer databases/systems, additional financial requirements, security, confidentiality, the price per unit of service, units to be delivered, measurable outcomes, and any others deemed necessary by the COUNTY. The applicant agrees to be bound by all the terms and conditions set forth in the form contracts included in this RFA.

3. It is the Applicants responsibility to continually review the Health Care Services website to verify whether any Addendums have been issued. The website address is:

4. An award shall not be made to any applicant that receives more than \$750,000 in federally funded contracts that has not submitted a fiscal audit of applicant's preceding fiscal year prepared by an independent certified public accountant, that is complete and acceptable and demonstrates financial responsibility which shall be determined at the sole discretion of County staff. For those agencies who receive less than \$750,000 annually in federally funded contracts, an audited financial statement is still preferred, but an unaudited financial statement must be submitted for the County's review. If an unaudited financial statement is submitted, the corresponding tax return should accompany the documents, in addition to any notes to the financials.

5. Awards shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension": (See 45 CFR part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than E.O. 12549.

6. The delivery of said application prior to the deadline is solely and strictly the responsibility of the applicant.

7. Due to funding Hillsborough County may at its sole discretion negotiate with the PROVIDER regarding the funding, units of services and any other requirements deemed necessary by the COUNTY, however, all other contract requirements in the form contracts included in this RFA are not subject to negotiations. Hillsborough County may at its sole discretion add additional terms and requirements to the form contract based on new or additional requirements from the Grantor.

8. Failure to negotiate in good faith or to perform after the contract is awarded may result in debarment from future contracts with Hillsborough County.

9. The submission of an application shall be taken as prima facie evidence that the respondent has familiarized herself/himself with the contents of this RFA.

10. The applicant understands that pursuant to Section 119.07(3)(m), Florida Statutes, all applications submitted and accepted in response to this RFA are exempt from the Florida Public Records Law for a period of ten (10) days, from the date of their opening.

11. The COUNTY's RFA Evaluation Team reserves the sole right to request additional information and clarification of any information submitted. The RFA Evaluation Team will be using a GoToMeeting call scoring method to ensure proper social distancing due to COVID19.

12. The applicant described in the completed response shall be the person or entity who will perform the services required by this RFA and subsequent contract. Said applicant will not be considered a COUNTY employee. The successful applicant shall be an independent contractor.

13. The applicant must sign the application(s), with his/her signature in full. When a corporation is an applicant, the officer signing shall set out the corporate name in full beneath which she/he shall sign his/her name and give the title of the corporate office held. The corporate application shall also bear the seal of the corporation. Anyone signing the application as agent must file with the application legal evidence of his/her authority to do so. Applicants who are non-resident corporations shall furnish to the COUNTY a duly certified copy of their permit to transact business in the State of Florida attached to their application.

14. The applicant is solely responsible for reading and completely understanding the contracts attached in Section G. of this RFA.

15. The applicant is solely responsible for reading and completely understanding the RFA requirements. **The RFA submission deadline will be scrupulously observed. Under no circumstances will applications be accepted or considered after the specified submission date and deadline time.** The delivery of said application to the Department of Health Care Services prior to the deadline for submitting application stated in

the RFA schedule is solely and strictly the responsibility of the Applicant. Applicants are cautioned to plan necessary delivery time accordingly if electronic submission cannot be made and alternate arrangements are approved by the DEPARTMENT. All proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable).

16. An application may be withdrawn, on written request by the applicant in time for delivery in the normal course of business, prior to the deadline to receive applications. Negligence on the part of the applicant in preparing the application confers no right of withdrawal or modification of its application, after Hillsborough County has received the application. Applicants may not withdraw or modify a response after the designated deadline to receive applications. The applicant may not assign or otherwise transfer the application. The application will be in force for a period of 120 days after the opening date.

17. No interpretation of this Request for Applications will be made to any applicant orally. Every request for such interpretation must be in writing, via email to Aubrey Arnold at arnolda@HCFLGov.net the Hillsborough County Health Care Services Manager, Health Care Services Department. To be given consideration, such requests must be received at least fifteen (15) calendar days prior to the deadline fixed for submitting applications. It is the Applicants duty to determine if any addenda was issued. Such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted at the Department's RFA link on the county webpage <http://www.hillsboroughcounty.org/en/residents/social-services/health-care-plan/ryan-white-rfa> and will be sent to all prospective Applicants at the respective email addresses furnished for such purposes. The DEPARTMENT will make every effort to have said addenda no later than ten (10) calendar days prior to the deadline fixed for submitting the applications. In addition, Applicants should not allow the submission of any addenda, no matter when received, to prevent them from submitting the application prior to the deadline. If requested, a copy of each addendum may be obtained by the prospective applicant or his/her representative by visiting <http://www.hillsboroughcounty.org/en/residents/social-services/health-care-plan/ryan-white-rfa> site or requesting via email from arnolda@HCFLGov.net. Failure of any applicant to receive any such addendum or interpretation shall not relieve said applicant from any obligation under her/his application as submitted. All addenda so issued shall be made available to all Applicants selected for contract negotiations and shall become part of any subsequent Agreement.

18. All documents resulting from this RFA and documents resulting from all subsequent activities under the resultant contracts shall become the property of the COUNTY. Notwithstanding the foregoing, the successful applicant under contract with the COUNTY, hereafter referred to as CONTRACTOR or PROVIDER where appropriate, may provide the COUNTY photocopies of records and other documents when legal requirements require the CONTRACTOR to maintain the originals in its facility.

19. No successful applicant may make any assignment of duties, in whole or in part, to any third party under the resulting contractual agreement between the parties without the prior written authorization of Hillsborough County.

20. The cost of preparing a response to this RFA shall be borne entirely by the applicant.

21. Hillsborough County, hereby notifies all Applicants that: Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded a full opportunity to participate in any award made by Hillsborough County pursuant to this Request for Applications and will not be subjected to discrimination on the basis of race, color, sex, or national origin. Hillsborough County prohibits any person involved in Hillsborough County contracting and procurement activities, as defined in Ordinance 00-37, to discriminate on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

22. This document together with all exhibits and attachments constitutes the entire "RFA package." Said RFA package must be the basis upon which all applications are submitted. All completed responses to this RFA must be kept together and returned intact (sealed from public view) to the Hillsborough County Health Care Services Department at the specified time and place.

23. To apply the applicant must submit a complete application as well as any other document required by this RFA. Some items must be provided as attachments as outlined below. The Application will consist of:

1. Application Cover Sheet
2. Authorized Signature Page
3. Acknowledgement Page
4. Application Contents & Evaluation Criteria
5. Attachment I, Articles of Incorporation
6. Attachment II, Non-profit status
7. Attachment III, Organizational Chart
8. Attachment IV & V, Civil Rights Status and Certification Regarding Lobbying
9. Attachment VI, Affirmative Action/Equal Employment Opportunity Policy Statement
10. Attachment VII, Work Force Analysis
11. Attachment VIII, Equal Employment Questionnaire
12. Attachment IX, Summary of Funding Sources
13. Attachment X, Pricing Schedule
14. Attachment XI, Job Descriptions
15. Attachment XII, Insurance coverage
16. Attachment XIII, Budgets (Condition of Award Budget, Categorical Budget, Budget Narrative)

*In the event an applicant receives federal funds and is otherwise required to conduct an audit in accordance with the applicable OMB Circular, Program Audit Guide or Government Auditing Standards, applicant shall submit a copy of said audit for the preceding fiscal year. In the event applicant receives state funds and is otherwise required to conduct an audit in accordance with Section 215.97, Florida Statutes, applicant shall submit a copy of said audit for the preceding fiscal year. For those agencies who receive less than \$750,000 annually in federally funded contracts, an audited financial statement is still preferred, but an unaudited financial statement must be submitted for the County's review. If an unaudited financial statement is submitted, the corresponding tax return should accompany the documents, in addition to any notes to the financials. Audit or financial statements will be requested if Applicant is being recommended for funding unless they are currently funded by the Department.

24. PROVIDER and staff must possess all required State of Florida licenses, as well as appropriate County licenses, and shall comply with all laws, ordinances, and regulations applicable to the services for which it is contracting.

25. Applicants understand and agree to comply with all applicable federal, state, and local laws and regulations.

26. If any term or provision of this RFA and subsequent contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be deemed stricken, provided the parties are not materially prejudiced thereby.

27. The laws, rules, and regulations of Florida shall govern this RFA; or when the services provided are funded by the United States, the laws, rules, and regulations of the United States Government shall govern this RFA.

28. All requirements, terms, attachments and exhibits contained in this RFA document are incorporated into any resulting contract with the COUNTY by this reference.

29. The award of the Application and continuation of resulting contract will be contingent upon the availability of funds to Hillsborough County.

30. In addition to all other attributes that an applicant must possess regarding the requirements detailed within the pages of this RFA and pursuant to the precepts of public bidding, the Applicant must have the capacity (including the knowledge, skill, and general ability) to fully perform. Likewise, the Applicant must possess the integrity, reliability, and other qualities as will assure good faith performance. Accordingly, the Applicant should submit (as a part of the Applicant's application) such clear and convincing documentation and other suitable evidence as will substantiate, to the County's satisfaction, this degree of responsibility.

31. Hillsborough County reserves the right to reject any or all applications; to re-advertise this RFA, in whole or in part; to postpone or cancel this process; to waive irregularities in the RFA process; and to change or modify the project schedule at any time.

32. Where applicants have erasures or corrections, the Applicant must initial each erasure or correction in ink. In case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Pricing Schedule will govern.

33. **RFA CONTACT PERSON**

Inquiries and written requests for interpretation of this Request for Applications should be directed to:
Aubrey Arnold/Health Care Services Manager
Health Care Services Department

Tel: (813) 272-6935

E-Mail: arnolda@HCFLGov.net

E. APPLICATIONS EVALUATION

Evaluation of the applications accepted in response to this RFA will be conducted by an RFA Evaluation Team made up of Persons Living With HIV or AIDS, COUNTY staff, staff of other Part A or Part B administration/lead agencies, which will include personnel with expertise in health, social services, cost accounting/budgeting, and any other individuals deemed appropriate by the Health Care Services Manager. The Health Care Services Manager will supervise and monitor the evaluation process. Additional persons may be asked to participate in the RFA Evaluation Team process on an advisory basis.

Based on County Policy, the COUNTY and/or the County Administrator will determine eligibility of applications according to the Organizations/Agencies Eligible to Apply and the Disqualification Criteria. County staff will notify those applicants who do not meet the mandatory eligibility requirements.

The obligations of the RFA Evaluation Team are as follows:

1. To rate all responsive applications based on the selection criteria set forth in this RFA.
2. To (a) recommend to the COUNTY the agency/organization selected to provide services, and (b) to recommend special conditions under which funding will be granted if appropriate.
3. To review grievances and make recommendations to the County Administrator.

Applications will be evaluated based on the Selection Criteria and the Disqualification Criteria delineated in the following sections. In cases of ties in scoring, such factors as unit cost, cost per client served, matching funds committed, the proportion of administrative to direct service costs, and performance feedback from references will be used to determine funding recommendations.

Points may be awarded for past performance if all applicants are current Ryan White providers. A PROVIDER is considered current if they have had a Ryan White contract within the past two (2) fiscal years. Applicants, who are currently under contract with the County for services funded by the Ryan White programs, will be additionally evaluated on their performance, their adherence to contract conditions, and the meeting of certain programmatic objectives.

Those service PROVIDERs whose applications are found non-responsive according to the Disqualification Criteria will receive a formal Notice of Disqualification. The RFA Evaluation Team will rate all remaining applications and the respective service PROVIDERs will receive a notification of the Evaluation Team's recommendations regarding their applications.

DISQUALIFICATION CRITERIA

Applications will be considered non-responsive for any one of the reasons listed below. Applications that are found non-responsive will be automatically disqualified from funding and will not be rated by the RFA Evaluation Team.

1. Failure to submit a response via email or by alternate arrangements if electronic submission cannot be made. The final deadline is 5:00 p.m. EST on Tuesday, June 9, 2020.

2. Failure to propose to serve residents in one or more of the eligible counties within the eligible area.
3. Failure to apply for one of the eligible, funded services listed in this RFA.

SELECTION CRITERIA

Applications will be rated by the RFA Evaluation Team based on their responses to the requests for information in this RFA package. Additionally, if all applicants for a specific service category are current or previous (past 2 fiscal years) Ryan White PROVIDERS then the Ryan White office will assign points based upon contractual adherence.

It is the COUNTY's intention to solicit responses from potentially qualified applicants; to evaluate their applications and their financial information; to negotiate terms, and to award one or more contracts for services upon successful negotiation.

In order to achieve maximum scores, applicants must demonstrate to the COUNTY's Evaluation Team that they are fully qualified to provide the services required by this RFA. Fully qualified applicants will have the qualification (knowledge, education, training, expertise, and skills) and experience (documented, successful, and relevant) necessary to meet the requirements of this RFA.

It is the objective of the COUNTY to attempt to provide client choice within funding limitations, and may award contracts to one or more applicants whose applications are judged through evaluation and negotiation process to be in the best interest of the COUNTY. However, to be eligible for award, the applicant must obtain a passing score and meet the COUNTY's financial requirements.

The DEPARTMENT may attempt to fund multiple agencies if the specific category allocation is more than \$100,000 and there is more than one applicant (The DEPARTMENT may not apply this threshold under this RFA). In some instances the DEPARTMENT will determine that a program cannot function with limited funding and the highest ranked applicant may be the only one funded. The DEPARTMENT will start negotiations with the highest ranked eligible agency and work down until the funds are completely awarded.

The DEPARTMENT will implement a formula that will proportionally fund applicants based on their score, provided the allocation is more than \$100,000. If the allocation is more than \$100,000 but the program cannot function with limited funding the DEPARTMENT reserves the right to determine how many providers may be funded. If deviations from the formula are needed for any reason, they will be made at the sole discretion of the DEPARTMENT. The DEPARTMENT reserves the right, in some scenarios which involve an allocation in excess of \$100,000, where client choice is not paramount and the administrative costs would be significantly reduced, to recommend funding only one agency. (The DEPARTMENT may not apply this threshold under this RFA).

In summary, the COUNTY reserves the rights to:

1. Award a contract to more than one applicant.
2. Conduct pre-award discussions with any or all responsive and responsible applicants who submit proposals determined to be reasonably acceptable of being selected for award.
3. Make investigations of the qualifications of applicants as it deems appropriate.
4. Award contracts to the highest ranked applicant for the amount requested and continue to award additional applicants provided there is funding.

GRIEVANCE AND APPEAL PROCESS

Appeal Process: The appeal process is available for purposes of contesting the ranking of funding recommendations. The recommendations of the RFA Evaluation Team may be grieved using the following procedure:

A written appeal, documenting the substantive reason(s) for appeal, must be filed in writing with the Health Care Services Manager/Ryan White, not later than ten (10) working days after receiving notification of non-selection for funding recommendation. This process is not intended for Applicants to supplement their application or simply appeal the RFA Evaluation Team's funding recommendations. Appeals are limited to substantive issues related to the Evaluation Team's failure to follow the process for review and determination. The RFA Evaluation Team will consider timely appeals and recommendations presented to the County Administrator, or referred on

to pursue the federally approved grievance procedure. Failure to comply with the appeal process time frame and requirements shall be deemed to be a waiver of applicant's right to appeal.

Grievance Procedures: Grievance procedures are only applicable for deviations from established model procedures under the Ryan White Extension Act. The four instances when a grievance is applicable are:

- Deviations from the established contracting and awards process (e.g., the selection of a particular provider in a manner inconsistent with the Recipient's established procurement process).
- Deviations from the established process for any subsequent changes to the selection of contractors or awards (e.g., reallocations).
- Contracts and awards not consistent with Care Council established priorities and resource allocations made by the Care Council including any language regarding how to best meet those priorities.
 - Contract and award changes not consistent with priorities and resource allocations made by the Care Council.

The grievance notice must be filed in writing with the Grants Programs Services Compliance Coordinator no later than ten (10) working days after public notification of the Recipient's funding recommendations. The Grants Programs Services Compliance Coordinator makes a preliminary determination that the grievance meets criteria and provides a grievance form to the grieving party. The process further requires the grievant to return the grievance form within ten (10) working days to initiate the non-binding grievance process. If deemed ineligible, the grievant is required to notify the Recipient that it still wishes to initiate the grievance process. Failure to comply with the grievance procedure time frame and requirement shall be deemed to have waived applicant's right to grieve.

AWARD PROCEDURE

The COUNTY shall be the final authority regarding matters of contractual fairness and reasonableness. Notwithstanding the foregoing, the COUNTY reserves the right to reject any or all applications submitted in response to this RFA and waive any informality concerning the application, whenever such rejection or waiver is in the best interest of Hillsborough County and when same is in conformance with standard competitive sealed bid procedures. The Care Council will be notified of the results of the application review process and the funding recommendations submitted to the Board of County Commissioners for contract awards. The decision of the Board of County Commissioners will be final.

This RFA does not commit Hillsborough County to award a contract or to pay any costs incurred in the preparation of an application in response to this RFA. The County reserves the right to accept or reject any or all applications received as a result of this RFA, to negotiate with any qualified source, or to cancel in part or in its entirety this RFA, if it is in the best interest of the County or the eligible and affected community.

The DEPARTMENT may attempt to fund multiple agencies if the specific category allocation is more than \$100,000 and there is more than one applicant. In some instances the DEPARTMENT will determine that a program cannot function with limited funding and the highest ranked applicant may be the only one funded. The DEPARTMENT will start negotiations with the highest ranked eligible agency and work down until the funds are completely awarded. Due to funding levels, certain negotiations may be necessary for price, units of service, and outcomes.

The DEPARTMENT will implement a formula that will proportionally fund applicants based on their score, provided the allocation is more than \$100,000. If the allocation is more than \$100,000 but the program cannot function with limited funding the DEPARTMENT reserves the right to determine how many providers may be funded. If deviations from the formula are needed for any reason, they will be made at the sole discretion of the DEPARTMENT. (The DEPARTMENT may not apply this threshold under this RFA).

If it is in the best interest of the COUNTY, the COUNTY reserves the right to award contracts to the highest ranked applicant for the amount requested and continue to award additional applicants provided there is funding, using the follow method. Due to funding levels, certain negotiations may be necessary for price, units of service, and outcomes with the applicant(s) with highest scores prior to submitting a contract recommendation to the Board of County Commissioners. If the County staff is unable to successfully negotiate a contract with the top

ranked applicant, negotiations will be entered into with the next highest ranked applicant. Negotiations will continue in descending ranked order until a fair and reasonable contract price is negotiated.

CONTRACT AWARDS

The final decision regarding service provider funding under the grant programs will be made by the Hillsborough County Board of County Commissioners (BOCC). A contract in the form attached in Section G. will be executed between the BOCC and the providers selected to perform the services solicited in this RFA. The contract will be effective upon execution or as stated in the agreement and terminating at the end of the applicable grant budget. Some applications may be partially funded, and some qualified applications may be approved for funding under additional grant funds, depending on availability of funds.

REQUEST FOR APPLICATIONS RFA # RW1-20

ENDING THE HIV EPIDEMIC FUNDING
APPLICATION COVER SHEET

___ Original

___ Copy

APPLICANT AGENCY _____

AGENCY ADDRESS _____

CONTACT PERSON _____

PHONE _____ FAX _____

SERVICE CATEGORY OF APPLICATION _____

AGENCY TYPE: ___ Government, ___ Not-for-Profit, ___ For Profit

AGENCY DUNS #: _____

WILL ANY PORTION OF THIS SERVICE BE SUBCONTRACTED OUT? ___ Yes ___ No

COUNTY TO BE SERVED: ___ HILLSBOROUGH, ___ PINELLAS

AMOUNT OF FUNDS REQUESTED: _____

CURRENT OR PRIOR PART A PROVIDER: YES _____ NO _____

AUTHORIZED SIGNATURE

(RFA# RW1-20)

By his/her signature, the below named applicant affirms and declares:

1. That the applicant has contractual capacity, and that no other person, firm or corporation has any interest in this application or in any subsequent potential Agreement.
2. That all information presented in this application is true and correct to best of the applicant's knowledge and belief.
3. That this application is made without any understanding, agreement, or connection with any other person, firm or corporation making an application for the same purpose, and is in all respects fair and without collusion or fraud.
4. That the applicant is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
5. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, shall be or become interested, directly or indirectly, as surety or otherwise in this RFA, in the performance of any subsequent Agreement for the services contained in the RFA or in any portion of the profits derived therefrom.

IN WITNESS WHEREOF, this application is hereby signed and sealed as of the date indicated below.

ATTEST:

APPLICANT:

WITNESS

BY: _____ (Seal)
AUTHORIZED INDIVIDUAL

WITNESS

Printed Name of Signer

CORPORATE SEAL
(where appropriate)

Title of Signer

Date

ACKNOWLEDGMENT OF PROVIDER, IF A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____ (Date) (Name of officer or agent, title of officer or agent) of _____ a _____ corporation, (Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identifies and did certify to have knowledge (Type of Identification) of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this

_____. (Date)

_____. Commission Number (Official Notary Signature and Notary Seal)

_____. Commission Expiration Date (Name of Notary typed, printed or stamped)

ACKNOWLEDGMENT OF PROVIDER, IF A PARTNERSHIP

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, partner (Date) (Name of acknowledging partner or agent)

(or agent) on behalf of _____, a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge (Type of Identification)

of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____. (Date)

_____. Commission Number (Official Notary Signature and Notary Seal)

_____. Commission Expiration Date (Name of Notary typed, printed or stamped)

ACKNOWLEDGMENT OF PROVIDER, IF A GOVERNMENTAL ENTITY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, who (Date) (Name of person acknowledging)

personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as (Type of Identification)

identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____. (Date)

_____. Commission Number (Official Notary Signature and Notary Seal)

_____. Commission Expiration Date (Name of Notary typed, printed or stamped)

Application Contents and Evaluation Criteria

THE FOLLOWING CONSTITUTE THE APPLICATION QUESTIONS ON WHICH YOUR REQUEST FOR FUNDING WILL BE RATED. PLEASE ANSWER EACH AS FULLY AS YOU CAN, ASSUMING THAT THE EVALUATORS ARE NOT FAMILIAR WITH YOUR AGENCY. PLEASE ANSWER THE QUESTIONS IN THE ORDER THEY ARE ASKED, TO ASSURE THAT YOUR ANSWER TO ANY PARTICULAR QUESTION IS NOT OVERLOOKED.

PAGE LIMITATIONS WILL BE LISTED AFTER EACH QUESTION, IF APPLICABLE. IF NO PAGE LIMITATIONS ARE ESTABLISHED, PLEASE PROVIDE THE INFORMATION REQUESTED.

SECTION 1 (15% of the points will be assigned to Section 1)

Section 1.1 Agency Background/History/Organization (limit 6 pages plus Attachments)

1. Describe the history of your agency.
2. List the full range of services that your organization currently provides. If your organization is part of a multi-program organization, provide a description of the parent organization and its involvement in the ongoing operation of your organization.
3. Will your agency be subcontracting any of the services out to another individual or agency? If so, state who they are and if they are non-profit or for-profit.
4. State the overall goals and objectives of your organization.
5. Describe your agency's organizational and service growth since its inception.
 - Any major changes that have taken place, including achievements and progress that have been made.
6. Describe how the organization is complying with the Health Insurance Portability and Accountability Act (HIPAA). Please detail your agency's efforts to comply with HIPAA regulations to the extent that such regulations are applicable to your agency with regard to client records and conversations. If your agency does not provide services that fall under HIPAA Privacy Rules, please provide a statement to that effect.
7. Provide the qualifications and education requirements your agency uses in its hiring practices for the following positions: Executive Director, Fiscal Manager, HIV Program Manager or Supervisor. Please list the degrees required, years of experience, and specialized skills. Please answer in a concise narrative, job descriptions do not need to be attached.
8. Attach a copy of your organization's Article of Incorporation, as **ATTACHMENT I**, if the agency has applied to the DEPARTMENT for funding within the last calendar year you do not need to attach this document as it is already on file.
9. Attach a copy of your organization's non-profit status, as **ATTACHMENT II**, if the agency has applied to the DEPARTMENT for funding within the last calendar year you do not need to attach this document as it is already on file.
10. Submit an organization chart, as **ATTACHMENT III**. Indicate the number of paid staff and volunteers, describe any advisory groups, and explain any legal relationships linking your agency to other agencies or organizations.
11. Complete and include the Civil Rights Status form, as **ATTACHMENT IV.**, and complete and include the Certification Regarding Lobbying form as **ATTACHMENT V**.
12. For agencies of 15 or more employees, include your agency's Affirmative Action Plan or Equal Opportunity Policy Statement, signed and dated by the CEO or designated official, as **ATTACHMENT VI**.
13. Complete the Work Force Analysis form, as **ATTACHMENT VII**.
14. Complete and include the Equal Employment Opportunity Questionnaire, as **ATTACHMENT VIII**. The PROVIDER agrees to comply with the Hillsborough County Equal Opportunity Clause.

Section 1.2 Fiscal Management and Stability of Agency (limit 2 pages)

1. Please identify if you receive more than \$750,000 in federally funded contracts and indicate the date of your last audit, if less than \$750,000 indicate the date of your last financial statements. If you are a new Applicant and are recommended for funding you will be contacted to submit your most recent financial Audit.
2. Describe what corrective action you have taken as a result of the audit findings and recommendations. If your organization does not have an audited financial statement, please indicate the reason why.
3. Describe any deficiencies or recent improvements in your fiscal management system, include the number of employees involved in managing grants and preparing invoices.

4. What other funding does your agency have? Please list the Summary of Other Funding Sources form and attach as **ATTACHMENT IX**.

5. Describe how your agency ensures that Ryan White Part A is not your agency's sole funding source. What plans do you have for the next five years that will increase your revenue? Include items such as fundraising efforts, other grants, or new service areas.

6. Attest if your agency has an Emergency Preparedness Plan (EPP). If the APPLICANT is funded, a complete copy will be required to be submitted, if not already on file with the DEPARTMENT.

SECTION 2 (60% of the points will be assigned to Section 2)

Section 2.1 Scope of Services (Limit 12 pages)

1. Describe in detail, the proposed activities and services for which funds are requested. Include what happens to the patient/client from the time service begins, who sees the patient/client, when the service will take place and where. Provide total dollar amounts requested for each activity/service. Include service targets in the Service Category Table.

2. For new programs or changes in service delivery models, describe the start-up process (should not exceed three months) and the steps that will be taken to implement the program.

3. What is the agency's history and experience relevant to the provision of proposed services with the prioritized populations?

4. Specify history and experience working with people who are disproportionately impacted by HIV, including people who live in poverty, the LGBT community, racial/ethnic minorities, and women.

5. Describe your agency's qualities that will enhance the provision of services to the prioritized population, e.g., expertise with the prioritized population, capacity, geographic location, staffing, infrastructure, etc.

- Give three (3) examples about how services are tailored to the population(s) served.

6. Demonstrate how your organization is in a position to reach clients in need of services, and meet the unique needs of PLWH including those unaware of their status AND PLWH who are in care but not virally suppressed.

7. Provide evidence of a history of working with local stakeholders, including the Ryan White Program and local health department, community-based organizations, and community members, to improve HIV outcomes – including prioritized minority populations (e.g., Young African American Men who have Sex with Men).

8. Describe the organization's experience in ensuring that services are client-centered and provide three (3) examples.

9. Describe how you will make your services known to the prioritized population(s) and other service providers. This may include advertisements, newsletters, brochures, and other printed materials, as well as individual or community outreach activities. For EIS, how will your agency obtain information on clients not in care?

10. Indicate the outcome measures that will be used to evaluate success in meeting the objectives, including measure that align with EMA data/indicators.

Section 2.2 Cultural Competency (Limit 2 pages)

1. How does the agency recruit and retain staff members who are culturally diverse and reflective of the agency's prioritized population?

2. How does the agency involve diverse individuals in the planning, design, and implementation of HIV care services?

3. How does the agency address the needs of individuals with special needs including non-English speaking clients, those with developmental disabilities, and/or people who are visually/hearing impaired?

4. Discuss the role of PLWH in applicant's program development activities, quality management activities and other aspects of organizational development.

5. List any additional aspects of prioritized population-specific culture in which your agency will need to become competent in order to best serve your current and future clients and, for each aspect, describe the activities the agency staff will undertake in order to become competent.

Section 2.3 Access and Location (Limit 3 pages)

1. What is the address(es) of the service location? How far is the location from your target population? Is the site on a bus route?

2. What are your hours of operation? **An extra 2 points will be given to applicants who are open after hours or open for business at least one hour early or late one day per week.** (Must be before 8am or after 5pm Monday through Friday, or offer weekend hours)

3. Identify the data collection methods to ensure client demographics will be reported accurately. Who will be responsible for maintaining client and service delivery data?
4. Discuss how this program will be linked to other programs within the organization, as well as to external resources within the continuum of care. Provide any materials your agency gives to clients informing them of available services (agency specific and/or county-wide). The applicant should be able to refer clients effectively to other services, and be able to track the results of those referrals. Describe any collaboration agreements with other agencies, linkage and/or co-linkage agreements that have been newly developed or renewed, specifically for this project or how your organization intends to handle such needs. Describe how they improve service, increase access, increase quality, maximize resources, and save money. Copies of relevant collaborative agreements may be requested upon recommendation of funding.
5. Explain specific barriers to the provision of services that exist in the population and area(s) proposed to be served (e.g., confidentiality and geographic barriers to services). Address how your agency plans to reduce or alleviate these barriers, and your plans to ensure client access to the services that will be provided (e.g., bilingual staff, extended/weekend hours of service, co-location service agreements, the option of in-home services, childcare, incentives, transportation, etc.).
6. HRSA requires that all providers maintain appropriate relationships with entities in the EMA that constitute key points of access to the health care system for the purpose of facilitating early intervention for individuals newly diagnosed with HIV disease and individuals knowledgeable of their HIV status but who are not in care. These key points of access include emergency rooms, substance abuse treatment programs, detoxification programs, adult and juvenile detention facilities, sexually transmitted disease clinics, HIV disease counseling and testing sites, mental health programs and homeless shelters. Discuss the key points of entry that are covered by your collaborative agreements.

Section 2.4 Staffing and Licensure (Limit 1 page plus Attachments XI, XII)

1. Provide a description of how the program will be staffed (e.g., paid staff or volunteers). Indicate how often employees are evaluated. Identify the number and type of positions needed; how they will be recruited and maintained; whether they will be full-time or part-time; and the qualifications proposed for each position, including type of experience and training required. Describe staff development and training practices, including both internal and external capacity trainings and any other relevant training. Provide job descriptions of all staff who will be billed under this grant, as **ATTACHMENT XI**.

2. Provide copies of appropriate insurance coverage for the service being proposed, submit as **ATTACHMENT XII**. If you do not have the current limits listed in the Pro-Forma Agreement, please provide documentation that your agency has the ability to provide the appropriate insurance coverage effective at the beginning of the contract period. Insurance limits start on page 49 of this RFA.

SECTION 3 (25% of the points will be assigned to Section 3) (Limit 1 page plus Attachments)

Section 3.1 Budget and Cost Effectiveness

1. Complete and include the Condition of Award Budget form attached as **ATTACHMENT XIII**. Complete and include the budget narrative which describes job duties for listed staff, and descriptions of other lines. The line item budget must be completed. Administrative costs cannot exceed 10% of the budget submitted, which includes rent and utilities. Travel expenses must comply with COUNTY standards and allowance for Part A funding. Mileage shall not exceed the County rate for Part A. No out-of-state travel is allowable under this grant.
2. If the service you are applying for is to be reimbursed on a fee-for-service basis you must complete the Pricing Schedule, which includes the rate to be charged for this service. This was completed in number one of Section 2.1. Provide another copy in this section of **ATTACHMENT X**.

Section 3.2 Other funding Sources (Limit 1 page)

1. If this is a current service that your agency provides, does your agency have any other funding for this specific service category?

(The remainder of page intentionally left blank.)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable its Federal employer Identification Number (FEIN) is _____.(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information within 3 years of signing this document, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(1), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents, who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a polling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(3), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within 3 years of signing this document.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years of signing this document.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years of signing this document. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and a final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____ 20____. _____
[Signature]

Personally known _____

OR Produced identification Notary Public - State of _____

(Type of identification) My commission expires _____

(Signature of Notary) _____
(Printed, typed, or stamped commissioned name of notary public)

Equal Employment Opportunity

The following two pages are Hillsborough County's Equal Employment Opportunity Clause, the provisions of which must be complied with by all contractors with the County, and the related applicable statutes, orders and regulations. Following that are the EEO/Civil Rights Status form that must be completed, a statement on sanctions and penalties, the Equal Employment Opportunity Questionnaire Instructions, and Work-Force Analysis that must be completed. It is mandatory that a copy of the agency's Affirmative Action Plan be attached (required if agency has 15 or more employees), and a copy of the agency's Affirmative Action/Equal Employment Opportunity Policy Statement is required for all applicants regardless of size. It is also very important to include the information requested concerning the ethnic makeup of the agency's Board of Directors and direct service staff.

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

During the performance of any Agreement resulting from this RFA, the selected applicant as CONTRACTOR agrees as follows:

- (1) **General:** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- (2) **Recruitment:** The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.
- (3) **Unions:** The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advertising the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) **Compliance Reports:** The CONTRACTOR will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete, and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the CONTRACTOR has complied or is complying with these requirements. The CONTRACTOR will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the CONTRACTOR and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
- (5) **Sanctions:** In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
- (6) **Subcontractors:** The CONTRACTOR will include the provisions of paragraphs 1 through 6 in every subcontract under this contract so that such provision will be binding upon each subcontractor. The CONTRACTOR will take such action with respect to any subcontractor as

the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.

- (7) Federal Requirements: Ryan White HIV/AIDS Extension Act formerly known as, Public Law 101-381 (Ryan White Comprehensive AIDS Resources Emergency Act of 1990) established the HIV Emergency Relief Grant Program under Part A. Funds are awarded to eligible areas through the Public Health Service Application process under two separate grants. One is based on the relative need of the area as reflected in the number of reported AIDS cases. The other is based on a proposal to effectively use supplemental funds. The Health Resources and Services Administration (HRSA), under the U.S. Department of Health and Human Services administers the program.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

HILLSBOROUGH COUNTY, FL

----Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

----Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

----Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.

----Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

----Florida Statutes § 112.043, prohibits age discrimination in employment.

----Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

----Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.

----Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.

----Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.

----Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.

----Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.

----Florida Statutes §760.40, provides for the confidentiality of genetic testing.

----Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

----Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.

----Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.

----Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

----Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.

----Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

----Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.

----Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.

----Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

----Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.

----Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.

----Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.

----Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.

----Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).

----Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.

----Interagency Agreement promulgated on March 23, 1973.

----Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

----Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.

----Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.

----Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.

----Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.

----Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.

----Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

----State and Local Assistance Act of 1972, as amended.

----Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

----Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§5.100 -5.605.

----Executive Order 13673, Fair Pay and Safe Workplaces.

***“The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.”**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**APPLICANT'S FAILURE TO COMPLETE THE FOLLOWING
QUESTIONNAIRE MAY RESULT IN THE REJECTION OF
THE AGENCY'S APPLICATION**

EQUAL OPPORTUNITY QUESTIONNAIRE

INSTRUCTIONS

All Applicants are urged to carefully review the Equal Opportunity Questionnaire, and to reflect on it in relation to your company's employment and DM/DWBE practices.

Please note particularly that:

- (a) Where federally-assisted contracts are involved, the successful Applicant is bound Executive Order 11246, as amended by Executive Orders 11375 and 12086; and Federal Contract Compliance conditions contained in this package
- (b) Subsequent to notification of apparent low applicant status, the Applicant shall complete **ALL** forms of this Equal Opportunity Questionnaire if the total amount of this contract equals or exceeds \$10,000.
- (c) The Equal Opportunity Questionnaire shall be submitted with the DM/DWBE subcontracted agreements, if the submittal of such agreements are required. If DM/DWBE Program requirements are not applicable to the application, then the low applicant shall submit the Equal Opportunity Questionnaire within five days of notification of its apparent low applicant status.

If you have any questions, you may contact the Hillsborough County Economic Development Department, by telephoning (813) 272-7232.

**APPLICANTS FAILURE TO SUBMIT THESE PAGES WITH THE APPLICATION MAY RESULT
IN THE ENTIRE APPLICATION BEING REJECTED**

1. Name of business establishment:

2. Address (number of street):

3. City, State and Zip Codes:

4. Telephone number (with area code):

5. Name of Chief Executive Officer:

6. Title:

7. Name and title of your Equal Employment Opportunity Officer:

8. Do you have an Affirmation Action Plan and/or policy statement: YES [] NO []

If yes, does the plan cover Vietnam or Veterans and handicapped persons? YES [] NO []

9. Do you have an Internal Compliant Procedure for investigating and resolving EEO complaints made against your company? YES [] NO []

If no, would you be willing to comply with and use the County's complaint procedure? YES [] NO []

10. Who is responsible for handling complaints? _____

What is that person's title? _____

What is that person's telephone number? _____

11. Is your compliant procedure in writing? YES [] NO []

12. Do you provide a copy to all employees immediately after their employment? YES [] NO []

APPLICANT'S FAILURE TO SUBMIT THESE PAGES MAY RESULT IN THE ENTIRE APPLICATION BEING REJECTED

13. Do you advise your employees of their rights and responsibilities under EEO laws and regulations?
YES [] NO []

14. Are you willing to participate in EEO training provided by the Hillsborough County Economic Development Department under the Board of County Commissioners? YES [] NO []

15. Do you display EEO posters in places about your business normally available to your employees?
YES [] NO []

16. Are there any educational or formal training programs to enhance employment? YES [] NO []

17. List the recruitment sources your company relies upon when selecting new employees.

18. Does your company include a nondiscrimination clause in all executed subcontracts? YES [] NO []

19. Is your firm required to submit an EEO-1 report annually to the EEOC? YES [] NO []

If yes, submit a copy of the most recent report with this questionnaire. (If a current annual report was previously submitted, the applicant may disregard this requirement by providing the name of the project and RFA number to which the aforementioned EEO-1 report was attached.)

20. The successful applicant must submit a copy of the firm's current Affirmative Action Plan to the Economic Development Department within thirty (30) days of the contract award, or at minimum, the successful applicant should contact the Economic Development Department for technical assistance in developing an Affirmative Action Plan.

**APPLICANT'S FAILURE TO SUBMIT THESE PAGES MAY RESULT IN THE ENTIRE APPLICATION
BEING REJECTED**

EQUAL OPPORTUNITY QUESTIONNAIRE

THE UNDERSIGNED APPLICANT BY THE SIGNATURE BELOW REPRESENTS THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT. THE UNDERSIGNED APPLICANT BY SIGNATURE BELOW PROVIDES ASSURANCE TO HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH HILLSBOROUGH COUNTY'S AFFIRMATIVE ACTION PROGRAM REQUIREMENTS.

IN WITNESS WHEREOF, the undersigned parties have caused this Equal Opportunity Questionnaire to be executed by their duly authorized representatives.

ATTEST: _____

BY: _____

WITNESS
(Party)

Printed Name of Corporation or Individual

WITNESS

BY: _____
Signature of Authorized Corporate Officer of
Individual (Party)

Date Signed

Civil Rights Status

THE APPLICANT'S FAILURE TO PROVIDE THE FOLLOWING INFORMATION MAY RESULT IN THE REJECTION OF THE AGENCY'S APPLICATION

HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION REQUIREMENTS

PROJECT: PROVISION OF HIV-RELATED HEALTH AND SUPPORT SERVICES

CIVIL RIGHTS STATUS

All respondents are requested to carefully review the following questions and provide responses as they relate to the respondent's own affirmative action and equal opportunity practices.

Please respond to the following:

- (a) Provide a copy of your organization's Affirmative Action Plan or Program. (Include if not previously submitted to the COUNTY within the past twelve months.)
- (b) Complete the attached Work-force Analysis by race/sex and EEO Category.
- (c) If your organization receives federal, state, or local funds, please list the source and dollar amount (Disregard if reported elsewhere in this RFA).
- (d) The name of the person designated as the organization's EEO representative.

- (e) Is the organization receptive to on-site reviews? ___Yes___No
- (f) Does the organization have a procedure for resolving discrimination complaints? ___Yes___No
- (g) Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges? What is the nature of the charges? When and where did they occur? ___Yes___No
- (h) Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number and type of the anticipated positions. ___Yes___No
- (i) Please attach a copy of the organization's Affirmative Action/Equal Employment Opportunity Policy Statement (if agency has fewer than 15 employees), signed and dated by the firm's Chief Executive Officer or designated Authorized Official. (If not previously submitted to the COUNTY within the past twelve months.)

* A written Affirmative Action Plan or Program is required if the organization has fifteen (15) or more employees (see paragraph 3. on next page).

SANCTIONS AND PENALTIES

- (a) Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the organizations or individuals involved. Debarment for activity contrary to Hillsborough County Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners will be carried out according to the debarment procedures contained in the Hillsborough County Purchasing Manual. Affected organizations will be notified by registered mail of any suspensions or debarment. Debarment or suspension appeals may be made by the effected entity in accordance with the procedure set forth in the Purchasing Manual.
- (b) The Board of County Commissioners may reject any response to this RFA from entities who fail to submit the Equal Opportunity/Affirmative Action forms and documentation required therein. The Board of County Commissioners reserves the right to reject any non-responsive application.
- (c) The Board of County Commissioners also reserves the right to reject any response to this RFA from entities who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or an equally obvious unwillingness to comply with applicable laws, rules, regulations, and ordinances.
- (d) Attach here a copy of the agency's Affirmative Action Plan (if 15 or more employees) **or** attach a signed and dated copy of the agency's Affirmative Action/Equal Employment Opportunity Policy Statement (if fewer than 15 employees).

WORK-FORCE ANALYSIS

COMPANY NAME: _____

JOB CATEGORY	**TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	White	Black	Hisp	API	AI	White	Black	Hisp	API	AI
*Officials (Board Members) and Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Skilled Craftsmen												
Semi-skilled Operatives												
Laborers												
Service Workers												
TOTAL												

Minority Agency: Majority of Board ethnic minority and/or; **Majority of “service delivery” staff ethnic minority.

Hisp: Hispanic* API:Asian/Pacific Islander AI: American Indian

The job categories used herein are those categories required by the federal government and used in federal EO (1-6) reporting requirements.

CONDITION OF AWARD BUDGET

If awarded a condensed electronic version will need to be submitted.

CONTRACTOR'S INFORMATION

MUST BE SUBMITTED WITH APPLICATION

AGENCY: _____

TYPE OF SERVICE: _____

Provide a brief description of the purpose of the contract: _____

NUMBER OF CLIENTS TO BE SERVED THIS YEAR: _____

ESTIMATED NUMBER OF UNITS OF SERVICE TO BE RENDERED: _____

Case Management Average Agency Caseload: _____

1. Are 51% of the Board of Directors racial/ethnic minority? _____yes _____no

2. Are 51% of professional staff racial/ethnic minority? _____yes _____no

3. A categorical budget must be submitted for each application submitted. The following categories must be defined in terms of dollars and must be justified in a budget narrative. (See next page)

CATEGORICAL BUDGET

SERVICE

ADMINISTRATION

Salaries*

Fringe Benefits**

Travel

Equipment

Supplies

Other: 1) Food Supplies

2) Telephone

3) Rent

4) Printing & Postage

5) Consultant Fees

6) General Liability Insurance***

7) Training

8) Accounting Services****

Contractual

TOTALS

TOTAL CONTRACT AMOUNT

* Gross Salaries

** Includes: FICA, Worker's Compensation, Health Insurance, etc.

*** This does not include Worker's Compensation.

**** The funds for an audit can only be used if the PROVIDER receives more than \$750,000 in Federal funds annually. If at any time the PROVIDER's Federal funding drops below \$750,000 the PROVIDER must notify the DEPARTMENT, provide a revised budget within 14 days, and the cost of the audit must be paid from non-Federal funds.

BUDGET NARRATIVE

Personnel

If the position is vacant, indicate such and provide estimated date when the position will be filled. Identify which positions will be paid by this grant. Identify total salary assigned to this position, percentage of time working for the grant and portion of salary paid by this grant.

Position Title: _____

Employee's Name: _____

Is this a New Position Yes _____ No _____ ?

Brief Description of

Duties: _____

Time devoted to this grant:

% _____

Total salary received by employee (including salaries from other agencies) \$ _____

Portion paid by this grant:

\$ _____

Other funding sources for the position

Position Title: _____

Employee's Name: _____

Is this a New Position Yes _____ No _____ ?

Brief Description of

Duties: _____

Time devoted to this grant:

% _____

Total salary received by employee (including salaries from other agencies) \$ _____

Portion paid by this grant:

\$ _____

Other funding sources for the position

Position Title: _____

Employee's Name: _____

Is this a New Position Yes _____ No _____ ?

Brief Description of

Duties: _____

Time devoted to this grant:
% _____

Total salary received by employee (including salaries from other agencies) \$ _____

Portion paid by this grant:
\$ _____

Other funding sources for the position

Position Title: _____

Employee's Name: _____

Is this a New Position Yes _____ No _____?

Brief Description of Duties: _____

Time devoted to this grant:
% _____

Total salary received by employee (including salaries from other agencies) \$ _____

Portion paid by this grant:
\$ _____

Other funding sources for the position

TOTAL SALARIES PAID BY THIS GRANT:

\$ _____

Fringe Benefits

Total FICA \$ _____

Total Life/Disability Insurance \$ _____

Total Retirement \$ _____

Total Other (Describe) \$ _____

TOTAL FRINGE BENEFITS UNDER THIS CONTRACT: \$ _____

PERCENTAGE OF FRINGE BENEFITS IN RELATION TO SALARIES: \$ _____

TRAVEL

Explain the travel that is anticipated during the budget period. Be specific.

TRAVEL MUST BE DIRECTLY BENEFICIAL TO THE GRANT.

Who is traveling? _____

Where? _____

Reason: _____

(Indicate type of transportation and cost, registration fee (if required), lodging cost, meal costs (\$38/day allowed), ground transportation from/to airport.)

Total Out of Town Travel \$ _____

Local travel, indicate number of miles @.445 per mile: \$ _____

TOTAL TRAVEL TO BE PAID BY THIS GRANT: \$ _____

EQUIPMENT

List the items of equipment to be purchased and the purchase price.

1) _____ \$ _____

2) _____ \$ _____

3) _____ \$ _____

4) _____ \$ _____

TOTAL EQUIPMENT TO BE PAID BY THIS GRANT: \$ _____

Why is the equipment necessary? _____

Who will use this equipment? _____

If large dollars items, please present a cost versus lease analysis: _____

Supplies (Office supplies only)

Give a general description of the type of items classified as supplies: _____

TOTAL SUPPLIES TO BE PAID BY THIS GRANT:

\$ _____

Other

This category includes items such as rent, consultant fees, printing of brochures, telephone, postage, utilities, etc., (items that are not supplies or equipment.)

1)

\$ _____

2)

\$ _____

3)

\$ _____

4)

\$ _____

5)

\$ _____

TOTAL OTHER TO BE PAID BY THIS GRANT:

\$ _____

SUMMARY OF FUNDING SOURCES

NAME OF CONTRACTOR: _____

PERIOD OF CONTRACT: _____

OBJECT CLASS CATEGORIES	PART A/	PART B/	PART C	PART D	HOPWA	CITY AND/OR STATE	GENERAL OPER./ PRIVATE	TOTAL BUDGET
Personnel								
Fringe Benefits								
Travel								
Equipment								
Supplies								
Contractual								
Other								
TOTAL COSTS								

1. Combine amounts from all contracts.
2. State agency full name (no acronyms).
3. Headings of columns may be changed to accommodate other funding sources.
4. Object class categories may be changed to accommodate other line items.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 an 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 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 Section 1352, Title 31, U.S. Code. 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.

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

Pricing Schedule: RFA #RW1-20 (page 1 of 1)

Applicant Name: _____

Preparer's Name: _____

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Service Category	Unit of Service	Total number of Unduplicated clients to be served	Total number of units to be provided.	Cost per Unit	Total Cost (Column 4 times Column 5)
1. Health Education Risk Reduction (HERR)	Per Quarter hour				

INSURANCE REQUIREMENTS

PROVIDER's Liability Insurance:

The PROVIDER shall procure and maintain such insurance as will protect him from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the PROVIDER'S operations under the Contract Documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the PROVIDER will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below.

Insurance Required:

A. **General**

Before starting and until acceptance of the Work by the COUNTY, the PROVIDER shall procure and maintain in force insurance of the types and to the limits specified in paragraphs B. 1. through 5. below. All policies of insurance under this contract shall include Hillsborough County and its employees as additional insured. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. **Coverage**

The PROVIDER shall procure and maintain, during the life of this Contract, the following types of insurance coverages written on standard forms and placed with insurance carriers licensed by the Insurance Department of the State of Florida and approved by Hillsborough County. The amounts and type of insurance shall conform to the following requirements:

1. **Professional Liability:** \$1,000,000 each occurrence. **(For all type of medical care applicant).**
2. **Commercial General Liability:** \$1,000,000 each occurrence. **(For all applicants).**
3. **Business Automobile Liability:** \$1,000,000 each occurrence. **(For all applicants who transport clients or agencies who have owned autos).**

4. Workers Compensation: As required by Florida Statute (**For all applicants**).

5. Certificate of Insurance and Copies of Policies: Certificates of Insurance furnished by Hillsborough County evidencing the insurance coverage specified in the previous paragraphs B. 1. through 4. inclusive, and on request of the COUNTY certified copies of the policies required shall be filed with the Health Care Services Department of the COUNTY on a timely basis. The required Certificates of Insurance not only shall list Hillsborough County as additional insured for the operations of the PROVIDER under this Contract (excluding the worker's compensation and professional liability policies), but shall name the types of policies provided and shall refer specifically to this Contract.

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance shall be furnished twenty (20) days prior to the date of their expiration.

Cancellation – “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder.”

Project Title: REQUEST FOR APPLICATIONS FOR THE PROVISION OF HIV-RELATED HEALTH AND SUPPORT SERVICES FOR THE HILLSBOROUGH COUNTY HEALTH CARE SERVICES DEPARTMENT.

Reviewed, Insurance and Claims Management: N/A

INSURANCE REQUIREMENTS
For State Agencies

If the PROVIDER is a state agency or subdivision as defined by section 768.28, Florida Statutes, the PROVIDER shall furnish the COUNTY, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

Certificate of Insurance

The PROVIDER certifies that it maintains general and professional liability protection coverage through the Florida Casualty Insurance Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the state of Florida, Department of Insurance, or through J. Hillis Miller Health Self-Insurance Trust Fund, the J. Hillis Miller Health Center/Jacksonville Trust Fund, self-insurance programs created pursuant to section 240.213, Florida Statutes. Such protection is as described in section 768.28, Florida Statutes. This certification of insurance satisfies the requirements of article XII of this Agreement.

Project Title: REQUEST FOR APPLICATIONS FOR THE PROVISION OF HIV-RELATED HEALTH AND SUPPORT SERVICES FOR THE HILLSBOROUGH COUNTY HEALTH CARE SERVICES DEPARTMENT.

EXHIBIT G

West Central Florida Ryan White Care Council Minimum Standards of Care*

AIDS PHARMACEUTICAL ASSISTANCE (LOCAL)	2
EARLY INTERVENTION SERVICES	3
EMERGENCY FINANCIAL ASSISTANCE	4
Health Education/Risk Reduction	5
Health Insurance Premium and Cost Sharing Assistance	7
MEDICAL CASE MANAGEMENT SERVICES	9
MEDICAL NUTRITION THERAPY	11
Medical Transportation	12
Mental Health Services	13
Oral Health	14
OUTPATIENT AMBULATORY/HEALTH SERVICES	15
Substance Abuse Services Outpatient	16

*These minimum standards as developed by the Planning & Evaluation Committee have been adopted by the Care Council. Minimum standards of care are intended to establish measurable guidelines for providing convenient, accessible and non-discriminatory services. No standard will be applied retroactively. The Recipient/Lead Agency is responsible for assuring that in addition to these standards, all contracts with providers have provisions requiring the protection of clients' confidentiality and their eligibility for services without regard to gender identity, age, religion, ethnicity, and sexual orientation. The Recipient/Lead Agency shall also require providers to have clear policies and procedures for client grievances and for the assessment of client satisfaction with services. The Recipient/Lead Agency verifies that providers meet the minimum standards established by the Care Council. The Recipient/Lead Agency will report significant and/or consistent challenges with particular Care Council approved minimum standards to the Planning & Evaluation Committee.

**Minimum Standards of Care
AIDS PHARMACEUTICAL ASSISTANCE (LOCAL)**

Local Pharmaceutical Assistance Program (LPAP) is operated by a Ryan White HIV/AIDS Program (RWHAP) Part A and/or B recipient or subrecipient as a supplemental means of providing medication assistance when an AIDS Drug Assistance Program (ADAP) has a restricted formulary, waiting list and/or restricted financial eligibility criteria.

RWHAP Part A and/or B recipients using the LPAP service category must establish the following:

- Uniform benefits for all enrolled clients throughout the service area
- A recordkeeping system for distributed medications
- An LPAP advisory board
- A drug formulary approved by the local advisory committee/board
- A drug distribution system
- A client enrollment and eligibility determination process that includes screening for ADAP and LPAP eligibility with rescreening at minimum of every six months
- Coordination with the state's RWHAP Part B ADAP. A statement of need should specify restrictions of the state ADAP and the need for the LPAP
- Implementation in accordance with requirements of the 340B Drug Pricing Program and the Prime Vendor Program"

<i>STANDARD</i>	<i>MEASURE</i>
1. Providers shall maintain records of quarterly quality improvement meetings including pharmacy staff as required by FAC 64B16-27.300, Standards of Pharmacy Practice. These records are considered peer review documents and are not subject to discovery in civil litigation or administrative actions.	1. Records of meetings on file as examined by Recipient/Lead Agency.
2. Patient counseling will be provided by qualified staff as needed. Counseling shall include but not be limited to, administration, drug-drug interaction, side effects, dosage, adherence education and food-drug interactions.	2. Policy on file as examined by Recipient/Lead Agency.

Adopted: 11/06/02 Revised: 12/03/03, 11/1/06,

11/7/07, 6/3/09, 7/2/14, 12/5/18

**Minimum Standards of Care
Early Intervention Services (EIS)**

The Ryan White HIV/AIDS Program (RWHAP) legislation defines EIS for Parts A, B, and C. See § 2651(e) of the Public Health Service Act.

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

RWHAP Parts A and B EIS services must include the following four components:

- Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV infected
 - Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts
 - HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources
- Referral services to improve HIV care and treatment services at key points of entry
- Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care
- Outreach Services and Health Education/Risk Reduction related to HIV diagnosis

<i>STANDARD</i>	<i>MEASURE</i>
1. HIV testing will be completed by certified staff, for people unaware of their HIV status	1. Number of HIV testing records examined by Recipient/Lead Agency
2. Diagnose and quickly link persons with HIV into high quality medical care.	2. Percentage of lapsed clients re-engaged and new diagnoses that are linked to care.

Revised:
Adopted: 12/5/18

**Minimum Standards of Care
Emergency Financial Assistance**

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program. Program Guidance: Direct cash payments to clients are not permitted. It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of Ryan White HIV/AIDS Program (RWHAP) funds for these purposes will be as the payer of last resort, and for limited amounts, uses, and periods of time. Continuous provision of an allowable service to a client should not be funded through emergency financial assistance. Ryan White Care Council has chosen to use these services solely for the purposes of the TSA and EMA and have chosen to apply this to emergency short term assistance specifically for Anti-Retrovirals (ARV). For example, when used as a bridge for AIDS Drug Assistance Program (ADAP) services.

<i>STANDARD</i>	<i>MEASURE</i>
1. Providers shall maintain records of quarterly quality improvement meetings including pharmacy staff as required by FAC 64B16-27.300, Standards of Pharmacy Practice. These records are considered peer review documents and are not subject to discovery in civil litigation or administrative actions.	1. Records of meetings on file as examined by Recipient/Lead Agency.
2. Patient counseling will be provided by qualified staff as needed. Counseling shall include but not be limited to, administration, drug-drug interaction, side effects, dosage, adherence education and food-drug interactions.	2. Policy on file as examined by Recipient/Lead Agency.

Revised:
Adopted: 12/5/18

**Minimum Standards of Care
Health Education and Risk Reduction**

Health Education/Risk Reduction (HERR) is the provision of education to clients living with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes sharing information about medical and psychosocial support services and counseling with clients to improve their health status. Services cannot be delivered anonymously. Topics covered may include:

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

*For clarification: Pursuant to HIV/AIDS Bureau Policy 16-02, Treatment Adherence Services during an Outpatient/Ambulatory Health Services visit should be reported under the Outpatient/Ambulatory Health Services category whereas Treatment Adherence services provided during a Medical Case Management visit should be reported in the Medical Case management service category.

STANDARD	MEASURE
<p>1. Health Education/Risk Reduction Curriculum: Agency will have a written curriculum to inform clients about:</p> <ul style="list-style-type: none"> - reducing HIV transmission risks including partner testing - preventing STIs - the benefits of treatment and information on how to access and retain care - available resources to help with HIV treatment and prevention - PrEP education - Understanding lab values and medication regimen - Personal HIV disclosure <p>“Making Sure” curriculum may be adopted for HERR in place of the Agency developing their own curriculum</p>	<p>1. Documentation on file of curriculum approved by Ryan White Program by the Recipient and Lead Agency.</p>
<p>2. Evaluation: Group and individual level evaluation of clients' needs or topics:</p> <ul style="list-style-type: none"> • HERR activities will be driven by an evaluation of participants' interests and needs • Evaluation may be conducted during group discussion or individually with clients 	<p>2. Documentation on file of evaluation questions and results by the Recipient and Lead Agency.</p>
<p>3. Staff Qualification and Training: 3.1. Direct Service Providers will have knowledge of the curriculum topics, the skills and abilities to provide health education services and one or more of the following:</p>	<p>3.1. - 3.2. Position description, job postings, resumes and documentation of staff training measured by file review/site visits by the Recipient and Lead Agency.</p>

<ul style="list-style-type: none"> • Bachelor's degree in a Human Service field • Registered Nurse • Master's /Bachelor's degree in a non-Human Service field and 2 years HIV experience • A 2 year associates degree in a Human Service field and 3 years of experience • 4 years of HIV prevention or service delivery or relevant experience <p>3.2. Staff demonstrate competency through education, experience, or training.</p>	
<p>4. Cultural Sensitivity & Competency: Agency must show experience and connection with the PLWHA and the diverse communities impacted.</p>	<p>4. Policy in program files measured by file review/site visits by the Recipient and Lead Agency.</p>

Revised:
Adopted:12/5/18

**Minimum Standards of Care
Health Insurance and Premium Cost Sharing Assistance**

Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program. For purposes of this service category, health insurance also may include stand-alone dental insurance. The service provision consists of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services, and pharmacy benefits that provide a full range of HIV medications for eligible clients; and/or
- Paying stand-alone dental insurance premiums to provide comprehensive oral health care services for eligible clients; and/or
- Paying cost sharing on behalf of the client. Cost sharing is not applicable to stand-alone dental insurance. To use Ryan White HIV/AIDS Program (RWHAP) funds for health insurance premium assistance (not stand-alone dental insurance assistance), a RWHAP Part Recipient/Lead Agency must implement a methodology that incorporates the following requirements:
 - RWHAP Recipient/Lead Agency must ensure that clients are buying health coverage that, at a minimum, includes at least one drug in each class of core antiretroviral therapeutics from the Department of Health and Human Services (HHS) treatment guidelines along with appropriate HIV outpatient/ambulatory health services.
 - RWHAP Recipient/Lead Agency must assess and compare the aggregate cost of paying for the health insurance option versus paying for the full cost for medications and other appropriate HIV outpatient/ambulatory health services to ensure that purchasing health insurance is cost effective in the aggregate, and allocate funding to Health Insurance Premium and Cost Sharing Assistance only when determined to be cost effective.

To use RWHAP funds for stand-alone dental insurance premium assistance, an RWHAP Part Recipient/Lead Agency must implement a methodology that incorporates the following requirement:

- RWHAP Part Recipient/Lead Agency must assess and compare the aggregate cost of paying for the stand-alone dental insurance option versus paying for the full cost of HIV oral health care services to ensure that purchasing stand-alone dental insurance is cost effective in the aggregate, and allocate funding to Health Insurance Premium and Cost Sharing Assistance only when determined to be cost effective .

Since the eligible PLWH (Person Living with HIV) does not access services directly from the health insurance services provider but through a case manager, these minimum standards have been developed to reflect this unique fiscal relationship. The case management relationship ensures PLWH confidentiality and grievance procedures.

STANDARD	MEASURE
1. Upon receipt of the request for payment, the service provider will notify the case manager within three working days of the outcome of the request.	1. Written procedure and documentation on file as examined by the Recipient/Lead Agency.
2. The provider will issue payments for approved requests within 30 working days of receipt of an invoice for payment.	2. Written procedure and documentation on file as examined by the Recipient/Lead Agency.
3. The provider will identify error-prone case management agencies and offer individualized on-site training to up to two (2) agencies annually, upon request. The provider will also provide written updates on	3. Written procedure and documentation on file as examined by the Recipient/Lead Agency.

<p>changes in eligibility or service benefits, procedural changes and other related information to case management agencies on a timely and regular basis.</p>	
<p>4. The provider will establish and maintain a mechanism to assure that upon the PLWH's disenrollment, any unused portion of issued premium payments is reimbursed to the program.</p>	<p>4. Written procedure and documentation on file as examined by the Recipient/Lead Agency.</p>

Adopted: 03/05/03

Revised: 8/4/04, 3/7/07, 11/7/07, 6/3/09, 6/1/11,

7/2/14, 12/5/18

**Minimum Standards of Care
Medical Case Management Services**

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

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

STANDARD	MEASURE
1. Case managers must contact clients as needed (based on client need) unless a specific program requirement is set by a program. Case Manager contact requirements are subject to any additional requirements set forth by Rule 64D-4, the Florida Department of Health, and the Health Resources and Services Administration. Contact is defined as phone, face-to-face, leaving a message or a mailing.	1. Documentation on file as examined by the Recipient/Lead Agency.
2. Active files must have individualized service plan reviewed by client and case manager semi-annually.	2. Documentation on file as examined by the Recipient/Lead Agency.
3. Active files must reflect a face-to-face visit conducted on a semi-annual basis.	3. Documentation on file as examined by the Recipient/Lead Agency.
4. Clients will have access to a case manager during normal business hours for the agency.	4. Written policy exists as examined by the Recipient/Lead Agency.
5. Case managers will work collaboratively with client and medical/psychosocial providers to promote adherence to treatment.	5. Written policy exists as examined by the Recipient/Lead Agency.
6. Case managers and direct supervisors must attend training sessions as required by the	6. Documentation on file as examined by the Recipient/Lead Agency.

Recipient, Health Resources and Services Administration, and/or the Florida Department of Health. Additional training must be coordinated and/or provided by supervisory staff.	
7. Case managers must maintain up to date documentation on all activities with, or on behalf of clients.	7. Documentation on file as examined by the Recipient/Lead Agency.
8. Case managers must provide the client a choice of service providers if available.	8. Documentation on file as examined by the Recipient/Lead Agency.
9. Case managers must ensure that a copy of a client's record in its entirety is sent to the receiving agency within 10 business days from receipt of original signed release.	9. Documentation on file as examined by the Recipient/Lead Agency.

Adopted: 04/03/02

Revised: 12/03/03, 12/6/06, 11/7/07, 6/3/09, 7/2/14, 12/5/18

**Minimum Standards of Care
Medical Nutrition Therapy**

Medical Nutrition Therapy includes:

- Nutrition assessment and screening
- Dietary/nutritional evaluation
- Food and/or nutritional supplements per medical provider’s recommendation
- Nutrition education and/or counseling

These services can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory Health Services.

<u>STANDARD</u>	<u>MEASURE</u>
1. Dietary/nutritional evaluations must be completed by a licensed medical professional as needed.	1. Documentation on file as examined by Recipient/Lead Agency.

Adopted: 04/03/02

Revised: 12/03/03, 12/6/06, 11/7/07, 6/3/09, 7/2/14, 12/5/18

**Minimum Standards of Care
Medical Transportation**

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

Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but should not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the Recipient/Lead Agency receives prior approval for the purchase of a vehicle
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems.

STANDARD	MEASURE
1. Providers must have appropriate licensure and insurance coverage.	1. Written procedures and/or documentation on file as examined by the Recipient/Lead Agency.
2. Services are available to eligible residents of the service area as funding permits.	2. Documentation specifying appropriate procedure on file at agency as examined by the Recipient.

Adopted: 06/07/00

Revised: 12/03/03, 3/7/07, 11/7/07, 6/3/09, 7/2/14, 12/5/18

**Minimum Standards of Care
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.

STANDARD	MEASURE
1. License-eligible staff delivering mental health services will receive direct, professional supervision by a licensed mental health provider of the type of care they are providing to individual patients/clients.	1. Written procedures and/or documentation on file as examined by Recipient/Lead Agency.
2. The provider must provide mechanisms for urgent care evaluation and triage.	2. Written statement of policy and procedures on file as examined by the Recipient/Lead Agency.
3. The provider will establish procedures for continuity of mental health/psychiatric care to their patients/clients in all settings in which they may need care.	3. Written statement of procedures on file as examined by the Recipient/Lead Agency.
4. The provider will provide referrals for continuity of substance abuse care to their patients/clients as needed.	4. Documentation of referrals on file as reviewed by the Recipient/Lead Agency.
5. The provider will develop and maintain client specific collaboration with primary medical care service providers.	5. Written documentation of collaboration on file as examined by the Recipient/Lead Agency.
6. The provider will maintain an initial mental health assessment of each participating client that consists of: presenting problem(s), psychosocial history, mental status examination, differential diagnoses, treatment recommendations and signature of the licensed or license-eligible professional conducting the assessment.	6. Written documentation on file as examined by the Recipient/Lead Agency.

Adopted: 06/07/00
Revised: 12/03/03, 3/7/07, 11/7/07, 6/3/09,

7/2/14, 12/5/18

**Minimum Standards of Care
Oral Health**

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

The following minimum standards are in place to describe and establish measurable guidelines in order to offer clients the most convenient, accessible and non-discriminatory oral health services.

STANDARD	MEASURE
1. Provider shall follow nationally accepted treatment guidelines.	1. Written documentation on file as examined by the Recipient/Lead Agency.
2. Dental care shall have the primary focus of alleviating discomfort, keeping teeth and gums healthy, preventing infection and maintaining the ability to eat nutritional foods with the goal of optimizing overall health. Procedures that are for cosmetic purposes only will not be covered. Treatment must be completed within a reasonable and customary time frame.	2. Written documentation on file as examined by the Recipient/Lead Agency.
3. A treatment plan shall, at a minimum, include a thorough dental examination, x-rays and cleaning. Follow-up services shall include education, preventative home care instructions, and any additional services necessary to maintain dental health.	3. Written documentation on file as examined by the Recipient/Lead Agency.
4. Provider shall have a policy in place to address dental emergencies.	4. Written documentation on file as examined by the Recipient/Lead Agency.

Adopted: 05/01/02

Revised: 12/03/03, 12/6/06, 11/7/07, 6/3/09, 7/2/14, 12/5/18

**Minimum Standards of Care
OUTPATIENT/AMBULATORY HEALTH SERVICES**

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

Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing, including laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Pediatric developmental assessment
- Prescription and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis

STANDARD	MEASURE
1. Providers shall follow nationally accepted treatment guidelines, i.e., Centers for Disease Control (CDC), Infectious Disease Society of America (IDSA), or Department of Health and Human Services (DHHS).	1. Written procedures and/or documentation on file as examined by the Recipient/Lead Agency.

Adopted: 07/11/01

Revised: 12/03/03, 3/7/07, 11/7/07, 6/3/09, 7/2/14, 12/5/18

**Minimum Standards of Care
Substance Abuse Services Outpatient**

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:
 - o Pretreatment/recovery readiness programs
 - o Harm reduction
 - o Behavioral health counseling associated with substance use disorder
 - o Outpatient drug-free treatment and counseling
 - o Medication assisted therapy
 - o Neuro-psychiatric pharmaceuticals
 - o Relapse prevention

The following minimum standards are in place to describe and establish measurable guidelines in order to offer clients the most convenient, accessible and non-discriminatory substance abuse treatment and counseling services.

STANDARD	MEASURE
1. The provider will provide referrals for continuity of mental health, and/or psychiatric care to their patients/clients as needed.	1. Documentation of referrals on file as reviewed by the Recipient/Lead Agency.
2. Treatment incorporates an initial assessment of client that consists of medical history and a psychosocial history with treatment recommendations.	2. Written procedures and/or documentation on file as examined by the Recipient/Lead Agency.
3. Outpatient treatment incorporates continuum of care strategies to provide a safe environment for a client to return to after detox or other initial intervention.	3. Written statement of policy and procedures on file as examined by the Recipient/Lead Agency.
4. The need for mental health treatment can not preclude a client from receiving substance abuse counseling/treatment.	4. Written statement of this policy and procedures on file as examined by the Recipient/Lead Agency.
5. Qualified professionals who possess current professional licensure or who are authorized by the state and/or their agency will participate in the care and treatment of clients as required by law.	5. Written documentation on file as examined by the Recipient/Lead Agency.

Adopted: 06/07/00

Revised: 12/03/03, 3/7/07, 11/7/07, 6/3/09, 7/2/14, 12/5/18

HRSA PROGRAM POLICY NOTICES – click link below:

Funded applicants are required to abide by all current and future program policies notices. They are currently located at: <https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters> but this may be changed by HRSA.

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SERVICE CAPS/LIMITS* AND ELIGIBILITY

<u>Service Category</u>	<u>Recommended cap/limit</u> All limits are established per client per contract year beginning with the '07 program year unless otherwise indicated	<u>Exceptions allowed</u> Grantee considers exceptions on a case by case basis	
Food Bank Nutritional Supplements	No cap/limit established		No change from current criteria which establishes an eligibility guideline of 150% of the federal poverty guidelines, which includes a provision for waiver when required.
Transportation	No cap/limit established		No change from current criteria
Substance Abuse	No cap/limit established		No change from current criteria
Mental Health	No cap/limit established		No change from current criteria
Drug Reimbursement	No cap/limit established		No change from current criteria
Health Insurance	Enrolled clients receive up to \$275 per month for co-pays and up to \$400 per month for COBRA, group and individual insurance premium payments		No change from current criteria which establishes service limits
Housing Emergency rent and utility Transitional housing	\$1000 plus a once in a lifetime deposit one year		No change from current criteria No change from current criteria
Oral Health	\$2000	Only if medically necessary	
Acupuncture	\$500		
Legal services	\$1000		
Primary Care Patient Education/ Treatment Adherence*	No limit on office visits or labs No more than 25% of total primary care contract may be used for patient education		

*The Care Council designated pregnant women, infants, children and adolescents as special populations and does not include them in the service cap for primary care patient education (revision 3/7/07)

Case Management	\$2400		
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Note: The cost for an individual unit of service varies based on current contract with providers and makes it difficult to predict the additional units of service that may be created or the additional number of clients that can be served with caps/limits imposed.

*It is the Provider's responsibility to respond flexibly to a changing environment as long as they do not exceed the cap established for a particular service. (revision 9/2/09)

Approved 9/6/06

Pro-Forma Contract Contract

HIV ENDING THE HIV EPIDEMIC AGREEMENT WITH XXX, INC., FOR THE PROVISION OF HIV SERVICES

This Agreement is entered into this ____ day of _____, 20____, by and between Hillsborough County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereinafter referred to as COUNTY, whose address is 601 E. Kennedy Boulevard, Tampa, Florida 33602, and XXX, Inc., a non-profit corporation existing under the laws of the State of Florida, hereinafter referred to as PROVIDER, whose address is XXX, FL 33XXX.

WITNESSETH

WHEREAS, Hillsborough County is the recipient of Part A of the Ryan White Extension Act and a new federal initiative for 2020: *Ending the HIV Epidemic: A Plan for America*; and

WHEREAS, the COUNTY, as grantee for the United States Department of Health and Human Services, is authorized to purchase services for individuals with HIV disease through the Hillsborough County Health Care Services, hereinafter referred to as DEPARTMENT; and

WHEREAS, the Title I HIV Health Services Planning Council and the Suncoast AIDS Network Title II Consortium merged on September 1, 1999, the merged entity is the West Central Florida Ryan White Care Council ("Care Council"). The Care Council establishes priorities for the allocation and recommendation of funds for certain services within the eight-county area of Hillsborough, Pinellas, Pasco, Hernando, Polk, Hardee, Highlands, and Manatee (this includes the EMA); but they do not set allocations for Ending the HIV Epidemic (EHE) funding.

WHEREAS, the parties hereto, in recognition of their mutual responsibility for the provision of outpatient and ambulatory health and support services for individuals with HIV disease and their families within the area, desire to enter into an agreement whereby the COUNTY reimburses the PROVIDER for authorized services provided to eligible individuals; and

WHEREAS, the COUNTY believes it to be in the best interest of the citizens of the area for the COUNTY to enter into a contract with the PROVIDER for the provision of nonexclusive services to those eligible individuals; and

NOW, THEREFORE, in consideration of the provisions and covenants contained herein and for other valuable consideration given and received, the parties agree as follows:

ARTICLE I

Scope of Services

A. The PROVIDER will provide the nonexclusive services specified in EXHIBIT I, incorporated by this reference, to eligible persons (HIV positive persons) referred to the PROVIDER or acquired by the PROVIDER through a program of outreach. Services will be provided during the operating hours, and at the location(s), specified in EXHIBIT I.

B. The PROVIDER will notify the DEPARTMENT's Ryan White Program Manager, in writing, of any change in the PROVIDER staff person serving as Contract Coordinator, named in EXHIBIT I. The Contract Coordinator must be available to meet with the staff of the DEPARTMENT, to review activities on an "as needed" basis as requested by the DEPARTMENT.

C. The PROVIDER will also notify the DEPARTMENT's Ryan White Program Manager and Accountant, in writing, of any change in the PROVIDER staff person designated in EXHIBIT I as the contact person for processing of reimbursement requests.

D. As a participant in the EHE, the PROVIDER agrees to participate in a coordinated continuum of care with other providers of HIV services.

E. The PROVIDER will establish internal grievance procedures approved by the DEPARTMENT, and cooperate with the Care Council, and the COUNTY in addressing all complaints and/or problems identified by clients or other care providers. A "patient bill of rights" and grievance procedure are to be posted in a conspicuous location in the lobby of service location(s) of the PROVIDER.

F. The PROVIDER understands and agrees that the DEPARTMENT will monitor program and fiscal records on a regular basis for compliance with contract terms and conditions, and that conformance to the contract will be rated and considered in future renewal and funding decisions.

G. The PROVIDER understands and agrees that the COUNTY and/or DEPARTMENT will exercise its right to modify the contract, within thirty days of notification by the DEPARTMENT, for the purpose of reallocating unexpended funds, in the event the PROVIDER is not achieving or not projected to achieve the fiscal and/or program objectives outlined in Exhibits I and II, attached hereto and made a part hereof. The DEPARTMENT may also reallocate funds regardless of whether or not the PROVIDER is meeting their program objectives, or due to a cut in funding. **If federal funds are reduced or become unavailable, the DEPARTMENT shall notify the PROVIDER of such occurrence and the COUNTY may terminate this AGREEMENT upon no less than twenty-four (24) hours written notice to the PROVIDER.**

H. For those PROVIDERS who conduct on-site testing, the PROVIDER shall ask each tested seropositive recipient of services if they have or have had a partner at any time within the ten-year period prior to diagnosis of HIV infection. If so, the person shall be informed of the importance of notification of the partner of potential exposure to HIV. HIV infected persons shall be offered the assistance of public health personnel in notifying any sex or needle sharing partner. The PROVIDER shall refer those individuals choosing the assistance of public health personnel to the State of Florida Department of Health's local sexually transmitted disease control program staff.

I. If applicable, the PROVIDER shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the PROVIDER in connection with this Agreement.

J. Strategy for Early Identification of Individuals with HIV/AIDS (EIIHA):

The 2000 legislation required a new focus on reducing unmet need – finding people who know they are HIV+ and helping them enter and remain in HIV-related medical care. The 2006 legislation maintained the requirement and added a focus on people living with HIV/non-AIDS as well as people living with AIDS. The 2006 legislation required Part A Planning Councils (or the grantee where there is no planning council) and Part B programs to:

- Determine the size and demographics of the population of individuals with HIV/AIDS;

- Assess PLWH service needs and gaps “with particular attention to individuals with HIV/AIDS who know their HIV status and are not receiving HIV-related services” and “disparities in access and services among affected subpopulations and historically underserved communities”;
- Develop a comprehensive plan for the organization and delivery of health and support services that “includes a strategy for identifying individuals who know their HIV status and are not receiving such services...”

The Ryan White HIV/AIDS Treatment Extension Act of October 2009 provided an expanded focus and new requirements on getting people with HIV/AIDS into care upon diagnosis by including “**individuals who are unaware of their status**” to all three requirements. The 2009 legislation also required grantees to develop **a strategy for identifying individuals and enabling them to use the health and support services**. To support this effort, all Providers must demonstrate how funded Part A and B services will integrate the following Early Identification of Individuals with HIV/AIDS (EIIHA) components in their service delivery:

- e) Identification of Individuals Unaware of Their HIV Status
- f) Inform individuals of their HIV status
- g) Refer to care/services
- h) Link to care

To further understand EIIHA a list of related definitions has been included:

- **EIIHA:** Early Identification of Individuals with HIV/AIDS (EIIHA) is the identifying, counseling, testing, informing, and referring of **diagnosed and undiagnosed** individuals to appropriate services, as well as linking newly diagnosed HIV positive individuals to medical care. The goals of this initiative are:

1. Increase the number of individuals who are aware of their HIV status; and
2. Increase the number of HIV positive individuals who are in medical care; and
3. Increase the number of HIV negative individuals referred to services that contribute to keeping them HIV negative.

- **Unaware of HIV Status:** Any individual who has **NOT** been tested for HIV in the past **12-months**, any individual who has **NOT** been informed of their HIV result (HIV positive or HIV negative), and any HIV positive individual who has **NOT** been informed of their **confirmatory** HIV result.

- **Identification of Individuals Unaware of Their HIV Status:** The **categorical breakdown** of the overall unaware population into subgroups, which allow for the overall EIIHA strategy to be **customized based on the needs of each subgroup**, for the purposes of identifying, counseling, testing, informing, referring, and linking these individuals into care. HRSA now distinguishes between:

- “Parent Groups” categories that encompass a large and diverse number of individuals with a common issue (e.g., substance abuse, men who have sex with men), and
- “Target Groups” within the Parent Group that allow the overall EIIHA strategy to be customized based on the Priority Needs and Cultural Challenges of each Target Group.
- Important note: The following groups are considered Parent Groups and may **NOT** be listed as Target Groups. These groups must be broken down into smaller, more specific groups.
 - MSM
 - Substance Abuse/IVDU
 - Black/African American
 - Hispanics

- **Informing individuals of their HIV status:** Informing an HIV negative individual, post-test, of their appropriate HIV screening result. Informing an HIV positive individual, post-test, of their **confirmatory** HIV result.

- **Informing individuals of HIV Negative status:** Informing individuals of their HIV negative status and refer these HIV negative individuals to appropriate supportive services that will contribute to

keep them HIV negative. However, due to their HIV negative status, these individuals are **not eligible** for Ryan White funded care or supportive services.

- **Referral to care/services:** The provision of timely, appropriate, and pre-established guidance to an individual that is designed to refer him/her to a specific care/service provider for the purpose of accessing care/services after the individual has been informed of their HIV status (positive or negative).

- **Linkage to medical care:** The post-referral verification that medical care/services were accessed by an HIV positive individual being referred into care. (*i.e., Confirmation first scheduled care appointment occurred*). **The medical care visit must entail one of the following: a CD4 count, viral load test, or the provision of an HIV related prescription for medication.**

K. The PROVIDER must use the U. S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment and eligibility of: a) all persons employed during the term hereof to perform employment duties within Florida; and b) all persons (including subcontractors) assigned by PROVIDER to perform work hereunder.

ARTICLE II

Period of the Agreement

This Agreement shall be in effect for the period beginning **August 1, 2020**, and will remain in full force and effect up to and including **February 28, 2021**. At the sole option of the COUNTY, this Agreement may be renewed at the same terms and conditions herein for an additional four (4) periods of one (1) year commencing March 1st and ending the last day of February. Any such renewals must be accomplished by a modification as described in Article V of this Agreement.

ARTICLE III

Disbursement Rates and Requirements

A. The COUNTY will reimburse authorized expenses to the PROVIDER for services rendered in accordance with the PAYMENT SCHEDULE attached as EXHIBIT II, which is incorporated by this reference. However, the PROVIDER agrees to seek reimbursement for benefits that are available from any responsible third party payor to pay for approved services provided to eligible persons pursuant to the terms set forth herein including, but not limited to, Medicare benefits, Medicaid benefits, Affordable Care Act (ACA), commercial insurance benefits, lawsuit settlements, Victims of Crime settlements; any other third party, individual, entity, or other program that is liable or may be liable to pay all or part of the charges associated with this agreement (hereinafter referred to as "third parties"). Ryan White allocated funding will be used only as a last resort for services not covered by other private or public funding sources or programs, including services provided by the "Hillsborough HealthCare" plan for qualified Hillsborough County residents, or available through other local programs funded by the State of Florida, any political subdivision of the State of Florida, or any health or social service provider for whose services a client or his/her affected family members qualify. The PROVIDER will be required to make reasonable efforts to obtain payment from any other responsible third party payor and demonstrate to the DEPARTMENT's satisfaction what efforts are being made or were made to seek reimbursement from third parties. The DEPARTMENT has the sole discretion to determine whether these third party reimbursement efforts are reasonable and satisfactory. Third party reimbursement efforts must include retroactive Medicaid/Medicare billing. All reimbursements made by any third party payor will be considered Program Income by the PROVIDER. The PROVIDER will be required to document all credits and propose to the DEPARTMENT how they would like to utilize these program income funds on behalf

of HIV clients. The DEPARTMENT will have the sole discretion to approve the PROVIDER's plan for how these program income funds will be spent. The PROVIDER will be required to demonstrate how program income was distributed. The PROVIDER will be required to submit reports on program income received and how funds were spent by the PROVIDER on a semi-annual basis or more frequently if deemed necessary by the DEPARTMENT. The DEPARTMENT will approve the report format. Any PROVIDER who provides a Medicaid/Medicare compensable service and who is not participating in this process will be considered in breach of contract.

If for any reason it is determined by the DEPARTMENT or HRSA that funds are not being distributed appropriately or in a manner no longer acceptable, or at the sole discretion of the DEPARTMENT, on behalf of the COUNTY, the DEPARTMENT may recover the funds from the PROVIDER immediately. Program income is defined as gross income earned by a recipient, sub-recipient, or a contractor under a grant-directly generated by the grant-supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance); and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds. See the HHS Grants Policy Statement https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf, and 45 CFR 92.25 and 45 CFR 74.24.

Reimbursement and Limitations on Use of Funds

B. Except as otherwise provided herein, the PROVIDER understands and agrees to accept as payment in full, amounts paid by either the COUNTY or other third parties for services provided pursuant to this Agreement at the rates included herein; no other charges may be assessed to persons eligible.

C. Contracted EHE PROVIDER staff may be required to document income even if self-reported by the client for reporting purposes. HIV+ status must be documented by the EHE staff as well.

D. The PROVIDER further understands and agrees that Ending the HIV Epidemic funds reimbursed by the COUNTY may not be used for the following purposes:

1. To make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer either; (a) under a state or local compensation program, insurance policy, or any federal or state health benefits program; or (b) by an entity that provides health services on a prepaid basis.

2. To purchase or improve land, or to purchase, construct or permanently improve (other than minor remodeling) any building or other facility.

3. To make cash payments to intended recipients of services. Grocery store gift cards may be issued for the purchase of food and necessity items but the client must be required to provide the receipt of items purchased with the gift card. Moreover, the clients must be informed that alcohol and tobacco products are not allowable and the client may not receive cash back.

4. To pay for lobbying of any funding decision-making body.

E. If the services reimbursable under this Agreement are available under the state Medicaid plan the PROVIDER must be a certified Medicaid provider at the time of signing this Agreement. The PROVIDER must bill all services for Medicaid eligible clients to Medicaid instead of the COUNTY.

ARTICLE IV

Budgeting and Billing Requirements

A. The following items apply to this Agreement regardless of payment method:

The PROVIDER will submit to the DEPARTMENT a categorical line-item budget for each service for each term of the Agreement, whether the reimbursement method is line-item or fee-for-service. This line-item budget must be submitted prior to the start of the grant period. If the contract amount is increased or decreased at any time during the contract period the PROVIDER must provide a revised budget within 30 days. The categorical line-item budget must be approved by the Ryan White staff Accountant, and the PROVIDER agrees to make necessary changes as recommended by the staff Accountant. No categorical line-item budget approval or amendment will increase or decrease the maximum amount payable for each service listed in EXHIBIT II, Payment Schedule.

The PROVIDER must use their approved Condition of Award Budget (which includes the categorical line-item budget) as the original budget, and all expenditures must be within the approved budget. Under no circumstances can the administrative costs exceed 10% of the contract amount. E2Hillsborough or ASI/Zenith will be used for submitting reimbursement, the billing process will be electronic, unless approved by the Program Manager.

Program income, the income received from payments on the sliding fee scale allowed in Article III, section B, must be used to enhance HIV services within the PROVIDER agency.

PROVIDER understands that these are 100% federal funds and, in the event, the Federal Government disallows payment for whatever reason and requires repayment, PROVIDER agrees to reimburse the COUNTY for that amount.

Travel expenses will be billed or expensed in accordance with Section 112.061, of the Florida Statutes (2016), as amended from time to time. However, if the PROVIDER's mileage reimbursement rate is less than the COUNTY rate, the PROVIDER agrees that the amount billed for mileage which is less than the COUNTY rate will be accepted as payment in full.

Failure to submit reimbursement requests by the month following the end of the month for which reimbursement is being requested and failure to submit the final invoice no later than 45 days after each budget period ends or is terminated may result in forfeiture of the claim. If the PROVIDER fails to do so, all rights to payment may be forfeited and the DEPARTMENT may not honor requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the PROVIDER and necessary adjustments thereto have been approved by the DEPARTMENT.

Further, said failure may be considered a breach of this Agreement allowing the COUNTY to terminate this Agreement in addition to any other right the COUNTY may be entitled to. The DEPARTMENT reserves the right to reduce, reallocate or terminate funds for failure by the PROVIDER to achieve fiscal and/or program objectives as outlined in Exhibits I and II, in a timely manner. Such action by the DEPARTMENT will be taken only after written notice to the PROVIDER and the allowance of thirty days for the PROVIDER to remedy the failure.

B. If the Agreement contains line-item reimbursements:

Reimbursements/invoices shall be submitted monthly and all other necessary documents must contain sufficient detail verify valid expenses were incurred. Requests for reimbursement for authorized expenses must be submitted on the DEPARTMENT'S Request for Ryan White Reimbursement form attached as

EXHIBIT III, incorporated by this reference. Payment will be made only after all required documents are received and the authorized expenses are approved. Following approval, the completed Request for Ryan White Reimbursement will serve as the approved budget, reimbursement request/invoice document, and cumulative expenditures/remaining funds management tool. Forms developed by the PROVIDER may also be used if they present the same information contained in EXHIBIT III and are approved for use by the DEPARTMENT.

C. If the Agreement contains, fee-for-service reimbursements:

Reimbursements/invoices shall be billed at the unit rate established in Exhibit II, Payment Schedule multiplied by the number of hours worked and/or the number of units of service provided. All current employees providing services under this contract must keep time sheets current and available for DEPARTMENT review as required from time to time. Fee-for-service billing shall be submitted through E2Hillsborough or ASI/Zenith, unless extenuating circumstances exist which prohibit electronic billing and the Program Manager approves manual billing. Supporting documentation for payment will be the Payment Memo and Batch Detail Report, verification of service delivery and documentation will be made during program monitoring. In most cases service notes shall be entered into e2Hillsborough, if notes are not entered in e2Hillsborough then verification of service delivery will be reviewed manually during the monitoring visit or as deemed necessary by the DEPARTMENT.

D. If the Agreement contains monthly incremental (1/12 reimbursements):

The PROVIDER will request reimbursement from the COUNTY for 1/12 of the contract amount month on a monthly basis. The actual expenditures will be required to be maintained on a monthly basis and submitted upon request based on a DEPARTMENT approved line-item budget. The staff Accountant may move funds within the contracts approved line-item budget provided the change to the line does not exceed a 20% change.

The PROVIDER will complete the Budget/Expenditure Status Report, attached as EXHIBIT X, incorporated herein by reference. The report should be completed on a monthly basis and maintained at the PROVIDER offices and will be made available upon request by the DEPARTMENT and will be reviewed by fiscal staff of the Department.

ARTICLE V

Modification

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the COUNTY and the PROVIDER, except as provided below.

The Director of the DEPARTMENT is hereby authorized to approve and execute Ryan White contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes. However, the DEPARTMENT Director may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

The Director of the DEPARTMENT is hereby authorized to unilaterally approve and execute Ryan White contract modifications which reallocate funds within this Agreement or between and among various Ryan White providers' Agreements together with the corresponding change to the number of clients and/or units, or the corresponding change to line-item if a budget contract, based on each of the following parameter:

(i). Any reallocated amounts shall be allocated to Ryan White providers based on documented need and shall be distributed pro rata, based on the documented need for that service category and provider.

ARTICLE VI

Termination

A. For Breach: Unless the PROVIDER's breach is waived in writing, the COUNTY may, upon twenty-four (24) hours written notice to the PROVIDER's Contract Coordinator identified in EXHIBIT I, terminate this Agreement for said breach. Waiver of a breach of any provision of this Agreement is not a waiver of any other breach nor is it a modification of this Agreement. The aforesaid termination notice, as well as all other notices required herein, will be effective upon receipt of the written termination notice by the PROVIDER, and delivered either in person with written proof thereof, or when received if sent certified U.S. Mail, return receipt requested.

B. For Convenience: This Agreement may be terminated by the COUNTY for convenience upon no less than thirty (30) days prior written notice to the PROVIDER. The aforesaid termination notice will be considered received by the PROVIDER when delivered as specified in the preceding paragraph. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

C. Insufficient Funds: In the event Ryan White Extension Act grant funds used to finance this Agreement become unavailable during the contract period, the COUNTY may terminate this Agreement upon no less than twenty-four (24) hours written notice. The COUNTY will be the final authority as to the availability of funds for the current or any subsequent fiscal period. Notice will be given to the PROVIDER in the same manner provided in subparagraph A of this Article. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement for the period prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

D. For Failure to Satisfactorily Perform Other Agreement: Failure to have performed any other contractual obligations with the COUNTY in a manner satisfactory to the COUNTY will be sufficient cause for termination. To be terminated as a PROVIDER under this provision, the PROVIDER must have: (1) previously failed to have satisfactorily performed in any other contract with the COUNTY, been notified by the COUNTY of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the COUNTY; or (2) had any other contract terminated by the COUNTY for cause.

ARTICLE VII

Recordkeeping, Reporting and Evaluation Requirements

A. General Record Requirements: The PROVIDER must maintain both fiscal and programmatic records adequate to submit reports as required by the DEPARTMENT and by the United States Department of Health and Human Services. These records include those necessary to assure proper accounting of all CARE Act grant funds, those required to document the services provided through these funds, and any others deemed necessary by the DEPARTMENT or by the United States Department of Health and Human Services or the State of Florida Department of Health. These records must be made available to the COUNTY's authorized representatives as well as representatives of the Federal Government for

audit, examination, excerpts, transcription, or monitoring purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the period of this Agreement and during the period of six (6) years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of this contract and shall allow the United States Department of Health and Human Services, the COUNTY or its designee, access to such records upon request. The PROVIDER shall ensure that audit working papers are made available to the United States Department of Health and Human Services, upon request for a period of six (6) years from the date the audit report is issued, and PROVIDER agrees to extend said period if so requested by the United States Department of Health and Human Services or the COUNTY. The COUNTY may require that copies of all fiscal and programmatic records be surrendered to the COUNTY upon termination of this Agreement. Should services provided under this contract be transferred to another provider at any time or for any reason, the PROVIDER understands and agrees to transfer copies of the clients' records to the new provider agency or the COUNTY, as determined by the DEPARTMENT within fifteen days of said transfer, in a manner that protects the integrity of the records and the confidentiality of the clients.

B. HIV Status and Eligibility: The PROVIDER must authenticate and record the HIV status of all clients receiving services funded by the Ending the HIV Epidemic (EHE) grant under this Agreement in accordance with United States Department of Health and Human Services policies and procedures. Failure to document the HIV status of clients served will be considered cause for withdrawal of funds and termination of this Agreement by the COUNTY. These records must be made available to COUNTY staff for inspection to validate eligibility of clients served. It is the PROVIDER's responsibility to obtain any required client Consent and/or Release of Medical Information forms to assure client confidentiality under current law and to allow County staff access to such records for the purposes described in this Agreement including access to the information in any Management Information System used by the PROVIDER and/or established by the DEPARTMENT. The PROVIDER must have the Express Consent Required by Florida Law to Obtain and Disclose Health Information signed by the client prior to accessing or inputting client information into E2Hillsborough. The COUNTY agrees to maintain client confidentiality to the extent required by law. Client eligibility will be determined by the PROVIDER in accordance with the policies of the Ryan White EHE grant program. Eligible residents must live within the four county EMA, but must be served in Hillsborough or Pinellas County.

The PROVIDER shall have written procedures to ensure that staff and volunteers will maintain the confidentiality of client records related to the services provided under this contract, as specified in Sections 384.29 and 381.004(3), Florida Statutes (2016), as amended from time to time, and all applicable federal laws and/or regulations. The PROVIDER shall have each employee and volunteer with access to confidential client information, complete and date a memorandum of understanding regarding confidentiality of client information. Client records shall be kept in secured storage containers or equipment, in secured locations, within the physical location of the PROVIDER and must comply with HIPAA Security Rules and Regulations.

C. Reporting: The PROVIDER will submit the Monthly Administrative Report ("MAR") included as Exhibit IV if providing Early Intervention Services, incorporated by reference, until Early Intervention Services are electronically billed. Once electronic billing has been established MAR's will no longer be required. E2Hillsborough and/or ASI/Zenith will be the exclusive method for billing, reimbursement and reporting purposes for all other contracted services. The Monthly Administrative Report provides client-level information, including client identifier number and specific demographic data for each new client served, and summarizes the number of individuals served during the reporting period, and the units of service provided. Additional information may be required by the COUNTY or the United States Department of Health and Human Services. The COUNTY and the PROVIDER mutually agree the confidentiality of the clients served by the PROVIDER under this Agreement will be strictly observed, as required by applicable law, in any reporting, auditing, invoicing, program monitoring and evaluation. Monthly requests for

reimbursement will not be processed unless accompanied by a completed Monthly Administrative Report, unless and until the reports can be obtained electronically from E2Hillsborough and/or ASI/Zenith.

Acceptance of this Agreement indicates the PROVIDER'S assurance that it will comply with data requirements of the Office of Management and Budget (OMB) approved Ryan White Annual Report. If the PROVIDER receives both Part A and Part B funding, the PROVIDER shall submit electronically one Annual Report for both funding sources. The PROVIDER is required to read the current Annual Report instructions from the Federal Government and follow them implicitly, as well as instructions from the DEPARTMENT. PROVIDER agrees to comply with any and all requests for information for State and/or Federal reports or the Federal Grant Application.

D. Any PROVIDER with more than \$750,000 in total federally funded contracts is required to arrange for an independent audit of the PROVIDER's fiscal year. The audit must be conducted in accordance with the applicable OMB Circular, Program Audit Guide, or Government Auditing Standards, and Generally Accepted Accounting Principles (GAAP). Audits must be completed no later than six (6) months after the end of the PROVIDER's fiscal year. Audits must be submitted to the DEPARTMENT within thirty (30) days of completion and will include the management letter and corrective action plan. PROVIDER must have audits performed for each fiscal year during which Ryan White federal assistance has been received. Any PROVIDER with less than \$750,000 in total federally funded contracts is required to submit an unaudited financial statement no later than two (2) months after the end of the PROVIDER's fiscal year. The PROVIDER understands that failure to meet this requirement after written notice from the COUNTY and an opportunity to cure within the time specified in said notice, shall constitute a material breach. In addition, such failure can result in loss of current funding and disqualification from consideration for future COUNTY administered funding. Funds for an audit can only be used if the PROVIDER receives more than \$750,000 in Federal funds annually. If at any time the PROVIDER's Federal funding drops below \$750,000 the PROVIDER must notify the DEPARTMENT, provide a revised budget within 14 days, and the cost of the audit must be paid from non-Federal funds. PROVIDER must complete the Federal Sub-recipient and Vendor Determination Checklist, included as Attachment A, and incorporated herein by reference.

E. Title to equipment acquired under this Agreement shall vest in the COUNTY and/or the United States Federal Government upon acquisition. All items of equipment acquired by the PROVIDER under this Agreement will be maintained, inventoried, and controlled in accordance with the equipment management requirements established by the COUNTY and in accordance with the Federal Public Health Service Grants Policy Statement. In accordance with the FY 1995 Appropriations Act (P.L.103-333) and advice from the Health Resource and Services Administration (HRSA), all equipment and products purchased with grant funds should be American-made. The PROVIDER shall not dispose of nonexpendable property purchased under this contract, except with prior written approval from the COUNTY.

F. The PROVIDER agrees to participate in evaluation studies and needs assessments sponsored by the United States Health Resources and Services Administration and/or analyses carried out by or on behalf of the COUNTY or the Care Council to assess the needs of the HIV target population or to evaluate the appropriateness and quality of services provided. This participation will, at a minimum, include permitting right of access to staff involved in such efforts to PROVIDER's premises and records, consistent with client confidentiality requirements, and to participate in meetings scheduled for such purposes.

G. At least one authorized representative of the PROVIDER'S organization is required to attend all PROVIDER meetings held by the DEPARTMENT to exchange important contractual, fiscal and program information. Absences of PROVIDER representatives, due to emergencies, may be excused by the DEPARTMENT.

H. The PROVIDER must abide by the minimum standards of care established by the Care Council that were set forth in RFA #RW1-20. The DEPARTMENT will notify the PROVIDER of any changes made by the Care Council. The minimum standards are also maintained on Hillsborough County's Ryan White web site, the link is: <http://hcfllgov.net/en/residents/social-services/health-care-plan/ryan-white-rfa> Use Google Chrome or Firefox if having difficulties opening this link.

I. The PROVIDER must have the ability to provide documents requested by the DEPARTMENT in an Microsoft ("MS") Word format, while files containing data must be submitted in an Excel format. The DEPARTMENT will notify the PROVIDER if the documents are to be provided electronically, either through County electronic mail or the County secure messaging system ("MOVE-It") depending on the nature of the data being requested and transferred. The PROVIDER agrees to provide the items as requested within the timeline established by the DEPARTMENT.

J. The COUNTY will only reimburse the PROVIDER for services rendered, therefore the COUNTY will not reimburse the PROVIDER for days in which they are closed excluding COUNTY holidays. Time sheets must document hours worked. The PROVIDER must notify the DEPARTMENT in writing and with 30 days prior notice of the days their offices will be closed.

K. LIQUIDATED DAMAGES:

1. If the PROVIDER fails to perform or provide for any of the items listed in paragraph three below within ten (10) business days after the DEPARTMENT has given PROVIDER written notice of PROVIDER's failure to perform; Liquidated damages shall be assessed against the PROVIDER for each calendar day that the COUNTY is harmed and will incur administrative expenses incidental to the PROVIDER's failure to perform as required.

2. Both parties agree that any liquidated damages imposed are for the harm incurred by the COUNTY administratively, which costs are difficult to quantify, and shall not be construed as a penalty. Imposition of liquidated damages will in no way limit the COUNTY's ability to pursue all other legal remedies and other substantiated costs incurred by the COUNTY.

3. COUNTY shall be entitled to assess liquidated damages and deduct same from the monthly billing of the PROVIDER for each of the following occurrences:

4. Failure to provide within the time period set forth in the Agreement any reports, audits, and/or financial statements required pursuant to Articles I, IV, VII except as expressly excluded therein, and XVI of this Agreement will be assessed \$50.00 per day. Assessment of liquidated damages is in addition to any other incidental, consequential or other damages that the COUNTY may be entitled to pursuant to law.

L. WORK PRODUCT: All documents, studies, and findings resulting from this Agreement shall become property of the COUNTY and the United States Federal Government. PROVIDER shall not publish, use or provide this information to any third party without prior written consent of the COUNTY.

M. Quality Management: Quality Management is a HRSA mandate. Quality Management reporting elements including measurable outcomes have been established by the COUNTY and/or the Quality Management Contracted Provider. The Quality Management standards and measurable outcomes are subject to change over time. The PROVIDER must participate and fully cooperate with the Quality Management Contracted Provider.

ARTICLE VIII

Legal Governance

Unless otherwise specified, this Agreement is governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when the services provided herein are funded by the United States government, and venue will be in Hillsborough County, Florida.

ARTICLE IX

Statement of Assurance

During the performance of this Agreement, the PROVIDER herein assures the COUNTY that said PROVIDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, in that the PROVIDER does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the PROVIDER's employees or applicants for employment. The PROVIDER understands and agrees that this agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the PROVIDER herein assures the COUNTY that said PROVIDER will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of the services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference. This statement of assurance will be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability. In instances where the total payments to be made to the PROVIDER by the COUNTY under this Agreement amount to \$10,000 or more, the PROVIDER (as contractor) will abide by the provisions of the HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE attached as EXHIBIT V and incorporated by reference.

ARTICLE X

Assignment and Subcontracting

It is understood and agreed that this Agreement may not be assigned or subcontracted without the prior written consent of the COUNTY. All requirements of this contract must be included in all subcontracts or assignments, and the PROVIDER must physically monitor and prepare a monitoring report for the annual monitoring of any subcontractors, unless waived in writing by the COUNTY.

ARTICLE XI

Notification Requirement

Any notices required under this Agreement shall be written and delivered either in person with written proof thereof, or when received if sent certified U.S. Mail, return receipt requested. Such notice if to the COUNTY, shall be sent to the COUNTY address listed in the first paragraph of this Agreement; and if to the PROVIDER, notice shall be sent as listed in EXHIBIT I.

ARTICLE XII

Indemnification and Insurance Requirements

A. The PROVIDER will indemnify, hold harmless, and defend the COUNTY, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees and expenses, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by PROVIDER, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification is not limited in any way as to the amount or types of damages or compensation payable to the COUNTY on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the COUNTY or any of its agents or employees by any employee of the PROVIDER, any subcontractor, heir, assign, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way as to the amount or type of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This obligation shall survive the termination or expiration of this Agreement for a period of not less than six (6) years, or any applicable statute of limitations period, or equitable limitations doctrines, whichever is longer.

B. The PROVIDER shall, pursuant to the requirements of EXHIBIT VI, INSURANCE REQUIREMENTS, procure and maintain throughout the period of the Agreement on behalf of themselves and the COUNTY, insurance of the types listed in EXHIBIT VI and in the amounts specified. All insurance not provided by a self-insurance program shall be obtained from responsible companies duly authorized to do business in the State of Florida and each policy shall provide that the COUNTY is an additional insured party as to the actions of the PROVIDER, its employees, agents, assigns and sub-contractors, performing or providing materials and/or services to the PROVIDER during the performance of the Agreement and shall also contain a Severability of Interest provision. Every insurance policy must provide for thirty-(30) days prior written notice to the COUNTY of any cancellation, intent not to renew, or reduction in the policy coverage.

ARTICLE XIII

AUTOMATION REQUIREMENTS

The COUNTY requires all contracted providers to enter COUNTY designated information on every client into e2Hillsborough.

Additionally, if the PROVIDER terminates employment of a staff member or if the employee resigns, the PROVIDER must notify the DEPARTMENT of their employment status within 24 hours of termination/resignation in order that the access to e2Hillsborough be disabled by the DEPARTMENT.

The PROVIDER shall maintain their own computers, printers, scanners, information systems, licenses, virus protection software, passwords, networks, and other such logging and access control systems and procedures as to provide reasonable assurance as to the Privacy and Security of any Protected Health Information ("PHI") and/or Electronic PHI ("E PHI") that they create, maintain, store, or use in conjunction with the Ryan White Program.

The COUNTY will not provide computer resources, support and maintenance of computer hardware. All repairs, maintenance, and security mechanisms costs are the responsibility of the PROVIDER.

PROVIDER must have a mechanism of capturing, billing and reporting data required by this Agreement and HRSA. Failure to capture, bill and report required data will result in termination of this Agreement. Based on the COUNTY's determination, the PROVIDER agrees to purchase a scanner at the PROVIDER's expense to electronically capture forms and other required backup documents for electronic transfer to the COUNTY.

The COUNTY is considered a covered entity under Health Insurance Portability and Accountability Act ("HIPAA") and as such all HIPAA covered electronic transmissions must be in a standard HIPAA compliant transaction format. All costs related to the PROVIDER's programming, formatting, or submission of HIPAA Transactions through a clearinghouse or translator product will be the PROVIDER's sole responsibility. If PROVIDER is not a covered entity under HIPAA, then PROVIDER shall transmit its billing and reporting information in the designated COUNTY format.

Furthermore, the PROVIDER agrees to comply with all HIPAA terms and regulations, and other applicable State or Federal guidelines for Privacy, Confidentiality, Security and applicable records retention laws for any Ryan White/HIV+ related data in their control.

PROVIDER is responsible for securing access to computers and performing periodic review and maintenance of all hardware used for Ryan White data collection for their agency. The maintenance of these computers will include the following:

1. PROVIDER must purchase and use either a software or hardware firewall.
2. PROVIDER must purchase and use an anti-virus security software package installed on each of their personal computers.
3. PROVIDER is responsible for keeping all operating systems, firewalls and anti-virus security software products up to date as suggested by each of the appropriate software vendors. PROVIDER agrees to provide access to DEPARTMENT staff to inspect and monitor that these measures are being followed.
4. Failure to meet these requirements or keep in step with prevailing HIPAA, if applicable, Federal or State requirements for securing Ryan White data will result in termination of this Agreement.

PROVIDER shall not input in E2Hillsborough psychotherapy notes, as that term is defined in the HIPAA Rules Governing the Standards for Privacy of Individually Identifiable Health Information.

The PROVIDER shall provide all required reporting and billing data in a format that shall be designated by the COUNTY. PROVIDER agrees to modify this Article as necessary to correspond to the specific method or methods that will be used for data collection coinciding with RWIS. It is also anticipated that data collection, billing and reporting requirements may change during the life of this Agreement and PROVIDER agrees to comply with those requirements. The PROVIDER will make the necessary adjustments in their data collection, billing and reporting systems and methodologies to continue to comply with this Article.

If PROVIDER is a covered entity under HIPAA, PROVIDER agrees to enter into a Trading Partner Agreement with the COUNTY to specify the conditions of electronic data transfers and to conform to Health Insurance Portability and Accountability Act ("HIPAA") mandates of transaction and code sets.

If PROVIDER is not a covered entity under HIPAA, PROVIDER agrees to comply with the e2Hillsborough Protocols and Procedures as developed by the DEPARTMENT. The e2Hillsborough Protocols and

Procedures will among other provisions specify the format and conditions of electronic data submissions. Electronic exchange of all Ryan White related data will employ a secure technology preapproved by the COUNTY. The COUNTY will not be responsible for costs incurred by the PROVIDER to submit electronic report and claim data.

Supporting documentation required to accompany line item claims will still be required for reconciliation and proper audit to the electronic submission. Detailed back up for eligibility determination, billings, reports, etc., may be required to accompany electronic submissions and data entry. The backup documents must be transmitted in a COUNTY approved methodology and format which may require the PROVIDER to use a scanner, fax or other electronic means to transfer the information.

Client Registration:

For billing and reporting all clients must be registered and have a number to uniquely identify said client in the E2Hillsborough.

HIPAA Covered Entities and Supported Transactions

PROVIDERS that are HIPAA Covered Entities shall submit all electronic claim data to the DEPARTMENT in HIPAA standard transaction format.

All costs related to the PROVIDER's programming of the HIPAA Transactions or for clearinghouse submission of the HIPAA Transactions will be the PROVIDER's sole responsibility.

The DEPARTMENT will only accept electronic claim data from a Covered Entity that is in a HIPAA standard transaction format. If the Covered Entity is working towards a compliance plan for the electronic claim submission, the PROVIDER shall certify to the COUNTY upon execution of this Agreement that it has a contingency plan and is making a good faith effort to move towards compliance within one year.

ARTICLE XIV

Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid or illegal, the remainder of the Agreement shall not be affected by such invalidity or illegality and shall remain in full force and effect.

ARTICLE XV

Independent Contractor Requirement

The PROVIDER will carry out, or cause to be carried out, all of the services required herein as an independent contractor. The PROVIDER will not represent itself as an agent, sub-agent, or representative of the COUNTY. All services described herein will be carried out by persons or instrumentalities solely under the PROVIDER's control and supervision.

ARTICLE XVI

Customer Satisfaction Survey

The PROVIDER will be required to participate in the Customer Satisfaction Survey Program by distributing DEPARTMENT-approved survey forms to the clients. For the purpose of this Agreement a customer is

defined as HIV positive individuals, Care Council members, Ryan White subcontracted providers, community advocates, and community leaders which consist of non-Ryan White subcontracted providers, such as hospital emergency room staff, mental health providers, homeless shelters, etc. The DEPARTMENT's contracted Quality Management (QM) provider will administer and tabulate results and report to the PROVIDER and Ryan White staff any significant client-perceived deficiencies in performance, as well as significant positive client feedback. Client satisfaction surveys will be distributed as instructed by the QM provider. PROVIDER shall achieve 88 percent or better rating on the client satisfaction survey administered by the PROVIDER. If an 87 percent or less satisfaction rate is received on the above referenced survey a corrective action plan ("plan") must be submitted within 30 days. If the corrective action plan is not submitted within 30 days the COUNTY will withhold reimbursement requests until the plan is submitted.

ARTICLE XVII

Political Limitations for County Contracts with Private Non-Profit Corporations

Service PROVIDERS must not participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for public office. Specifically, not-for-profit corporations that receive public funding through the COUNTY shall not engage in political activities that promote or oppose a specific candidate, pursuant to BOCC policy 02.12.00.00, as amended from time to time.

ARTICLE XVIII

Public Entity Crimes Statement

If the amount of the Agreement is ten thousand dollars (\$10,000) or more, the PROVIDER shall certify by sworn statement that it has not been charged and convicted of a Public Entity Crime, nor is it in violation of any state or federal law involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation as stated in Exhibit VII, attached hereto and made a part hereof.

ARTICLE XIX

Compliance

The PROVIDER shall comply with the requirements of all federal laws, state laws, local codes and ordinances, rules and regulations, as well as the Hillsborough County Policies and Procedures Manual ("Manual"). In the event of any conflict with the Manual and this Agreement the Manual shall control, unless it conflicts with a Federal or State Statute or regulation. If the PROVIDER notices a discrepancy between the Manual and the Agreement, the PROVIDER must immediately notify the DEPARTMENT in writing of the discrepancy. The PROVIDER represents that it has and shall maintain all the necessary licenses to provide the services set forth in Exhibit I of this Agreement, and that the person executing this Agreement has the authority to do so. If the PROVIDER observes that any of the provisions of this Agreement are at variance therewith, the PROVIDER will give the DEPARTMENT prompt written notice. Any necessary changes to the provisions contained herein will be adjusted by an appropriate modification. PROVIDER also agrees to comply with all current and future HRSA Program Policy Notices.

ARTICLE XX

Costs

Each party shall be responsible for their respective attorneys' fees and costs, including but not limited to costs and attorneys' fees associated with administrative hearings, court proceedings and appellate proceedings.

ARTICLE XXI

Waiver

A waiver of any performance or breach by either party shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any subsequent default of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XXII

Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under or in equity which may now or in the future be applicable.

ARTICLE XXIII

Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits attached hereto, the contents of the exhibits shall control over the contents of the Agreement. In the event of any conflict between the provision of this Agreement and Sections A through G of RFA #RW1-20, the terms of this Agreement shall control.

ARTICLE XXIV

Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination. In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE XXV

P.L.103-227, Pro-Children Act of 1994

PROVIDER understands and agrees that it is in compliance with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), and shall remain in compliance during the term of this Agreement and

any renewal thereof. Provider shall certify by notarized statement its compliance on EXHIBIT VIII which is attached hereto and incorporated herein by reference.

ARTICLE XXVI

Headings

Article headings have been included in the Agreement solely for the purpose of convenience, and such headings shall not affect the interpretation of any of the terms of the Agreement.

ARTICLE XXVII

Public Notices

In accordance with the FY 1995 Appropriations Act (P.L. 103-333) and HRSA advise, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees and sub-grantees receiving Federal funds shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

ARTICLE XXVIII

Drug Free Workplace

The Provider will assure the County it will administer, in good faith, a policy designed to ensure that the Provider is free from the illegal use, possession, or distribution of drugs or alcohol. As part of such policy, the Provider will require, as a condition of employment, that each employee notify their supervisor within five (5) days if they have been convicted under a criminal drug statute for activity occurring at the workplace or outside the workplace, if the offense could be reasonably expected to affect the Provider's function. The PROVIDER will, in turn, immediately notify the COUNTY of the occurrence as well as any and all corrective action taken. A criminal drug statute is any law, federal, state, or local, which makes unlawful the manufacture, distribution, dispensation, or possession of any controlled substance or illegal drug.

ARTICLE XXIX

Patents, Copyrights, and Royalties

If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith, the PROVIDER shall refer the discovery or invention to the Federal Government, through the COUNTY, to determine whether patent protection will be sought in the name of the Federal Government. In the event any books, manuals, films, or other copyrightable materials are produced, the PROVIDER shall notify the Federal Government. Any and all patent rights and copyrights accruing under or in connection with the performance of this contract are hereby reserved to the Federal Government, in accordance with 37 CFR part 401. The PROVIDER, without exception, shall indemnify and hold harmless the COUNTY and the Federal Government and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the PROVIDER. If the PROVIDER uses any design, device, or materials covered by letters, patent or copyright, it is agreed

and understood without exception that the fees for service shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

ARTICLE XXX

Certification Regarding Lobbying

PROVIDER understands and agrees that it is in compliance with 31 USC Section 1352, and shall remain in compliance during the term of this Agreement and any renewal thereof. Provider shall execute a certification regarding lobbying, attached as EXHIBIT IX and made a part hereof.

ARTICLE XXXI

PROVIDER understands that it is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7606, Section 508 of Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), and 42 USC Section 7401 et seq., the Federal Water Pollution Control Act as amended 33 USC 1251 et seq., and shall remain in compliance during the term of this Agreement and any renewal thereof. Violations shall be reported to the United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

PROVIDER understands that it is in compliance with the Energy Policy and Conservation Act 45 CFR 92.36(I)(13), 45 CFR 92.37 (b), as well as Debarment and Suspension 45 CFR 74 App A (8), and shall remain in compliance during the term of this Agreement and any renewal thereof.

ARTICLE XXXII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

PROVIDER, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for PROVIDER to comply with the HIPAA laws shall be borne by PROVIDER. All HIPAA compliance dates must be satisfied and PROVIDER must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by COUNTY's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the COUNTY upon request. PROVIDER is required to fully cooperate with any and all audits, reviews and investigations conducted by COUNTY, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

PROVIDER, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the DEPARTMENT (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

ARTICLE XXXIII

Data Sharing

Certain data under this Agreement is confidential and must be afforded special treatment and protection shall be made available between the parties and utilized as described herein. When confidential data received, exchanged and/or accessed can be used or disclosed only in accordance with this agreement and local, state and federal law.

1. The following Definitions shall apply to this Article only:

- a. Covered Entity: "Covered Entity" shall mean COUNTY.
- b. Trading Partner: "Trading Partner" shall mean PROVIDER.
- c. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103.

2. **Purpose of Agreement:** The data specified in this agreement will be used solely for purposes of research, public health or health care payment, treatment or operations.

3. **Justification for Access.** This agreement is authorized by the Health Insurance Portability and Accountability Act of 1996 as the same may be amended from time to time. (HIPAA) This agreement implements HIPAA by allowing the parties to disclose protected health information (PHI) necessary to perform contractual and/or legal obligations and to provide for appropriate safeguards of PHI.

4. **Description of Data.** To enable Trading Partner to perform certain contractual or other legal obligations concerning PHI, Covered Entity may disclose PHI for Trading Partner's use.

5. **Point of Contact.** Covered Entity designates the following individual as its point of contact for this agreement:

Aubrey Arnold, or his successor
Name of point of contact

601 E Kennedy Blvd, 16th Floor
Street address

Tampa, FL 33602
City / State / Zip code

(813) 272-6935
Phone number

All correspondence regarding this agreement, including, but not limited to, notification of change of custodianship, uses or disclosures of the data not provided for by this agreement, requests for access to the data, requests for accounting of disclosures of the data, disposition of the data, and termination of this agreement, shall be addressed to the point of contact.

6. **Custodial Responsibility.** Trading Partner names the following individual custodian of the data on behalf of same.

XXX
Name of custodian

XXX

Street Address

XXX

City / State / Zip code

XX

Phone number

The custodian shall be responsible on behalf of Trading Partner for monitoring all conditions of use and for the establishment and maintenance of safeguards as specified in this agreement to prevent unauthorized use. Trading Partner must notify Covered Entity in writing within thirty (30) days of any change of custodianship. Notification of change of custodianship shall be delivered by certified mail, return receipt requested, by facsimile with proof of delivery, or in person with proof of delivery.

7. **Permissible Uses and Disclosures of Trading Partner Data.** Trading Partner shall not use, release or further disclose the data specified in this agreement except as permitted by this agreement or any other contract between Trading Partner and Covered Entity or as required by local, state or federal law. Trading Partner shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use of or access to the data specified in this agreement.

Trading Partner shall not disclose, release or allow the release of the data specified in this agreement to any persons or entities other than those listed in paragraph 8, below and as otherwise permitted by this agreement, or any other agreement between Trading Partner and Covered Entity. Trading Partner shall in all instances restrict use, disclosure or release of the data specified in this agreement to minimum number of individuals who require the information in order to perform contractually obligated functions. Trading Partner shall instruct individuals to whom the data is disclosed of all obligations under this agreement and shall require the individuals to maintain those obligations.

Trading Partner shall secure the data specified in this agreement when the data is not under the direct and immediate control of an authorized individual performing the functions of this agreement. Trading Partner shall make a good faith effort to identify any use or disclosure of the data not provided for by this agreement. Trading Partner shall notify the Covered Entity by certified mail, return receipt requested, or by facsimile with the proof of delivery or in person with proof of delivery within three (3) business days of discovery of any use or disclosure of the data not provided for by this agreement of which the Trading Partner is aware, and shall mitigate, to the extent possible, any harm caused thereby.

A violation of this section shall constitute a material breach of this agreement and notwithstanding any provision of any contract between Trading Partner and Covered Entity to the contrary, Covered Entity shall have the right to terminate its relationship with Trading Partner and to terminate this agreement, with twenty-four (24) hours written notice.

8. **Disclosure to Agents.** Trading Partner shall ensure that any agents of Trading Partner, including, but not limited to, a contractor or subcontractor, to whom Trading Partner provides data specified in this agreement agree to the same terms, conditions, and restrictions that apply to Trading Partner with respect to the data.

9. **Access to the Data.** Trading Partner shall notify the Covered Entity in writing by certified mail, return receipt requested, or by facsimile with proof of delivery or in person with proof of delivery within ten (10) days of any requests received by the Trading Partner from individuals seeking access to or copies of the data specified in this agreement.
10. **Accounting of Disclosures.** Trading Partner shall notify the Covered Entity in writing by certified mail, return receipt requested, or by facsimile with proof of delivery or in person with proof of delivery within ten (10) days of any requests received by Trading Partner from individuals seeking an accounting of disclosures of the data specified in this agreement. Trading Partner shall document all disclosures of the data as needed for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, and shall provide the Covered Entity with such documentation upon the Covered Entity's request.
11. **Incorporation of Amendments to the Data.** Trading Partner shall incorporate any amendments to the data specified in this agreement when and as notified by Covered Entity and shall abide by any authorized restrictions on the release, use or disclosure of PHI after notice by Covered Entity.
12. **Penalties.** Trading Partner acknowledges that failure to abide by the terms of this agreement may subject Trading Partner to penalties for wrongful disclosure of protected health information under federal law. Trading Partner shall inform all persons with authorized access to the data specified in this agreement of the penalties for wrongful disclosure of protected health information.
13. **Indemnification.** Trading Partner shall indemnify, hold harmless, and defend Covered Entity, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by Trading Partner, its assigns, and heirs during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or type of damages or compensation payable to Covered Entity on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against Covered Entity or any of its agents or employees by Trading Partner, its heirs, assigns, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Trading Partner under workers compensation acts, disability benefit acts or other employee benefits acts. This obligation shall survive the termination or expiration of this Agreement for a period of not less than six (6) years, or any applicable statute of limitations period, or equitable limitation, equitable limitation doctrine, whichever is longer. In accordance with Florida Statutes Section 768.28, this section shall not apply to contracts with the state, its agencies and subdivisions as defined therein.
14. **Disposition of Data.** Trading Partner shall retain the data specified in this agreement for a period not less than six (6) years from the date Trading Partner receives or is provided access to the data, (hereinafter referred to as the retention period) unless otherwise authorized by the Covered Entity's Privacy Officer. Upon conclusion of the retention period, Trading Partner shall destroy the data and any information derived from its contents, including all copies, modified data, or hybrid or merged databases containing the data or return it to Covered Entity if requested by the

Privacy Officer after Notice by Trading Partner. Trading Partner shall provide Covered Entity with written confirmation of the destruction of the data and any information derived from its contents.

15. **Term of Agreement.** These Data Sharing Contract provisions shall be effective upon execution of this Agreement by both parties and shall remain in effect until terminated by Covered Entity. Covered Entity may, by no less than twenty-four (24) hours written notice to Trading Partner, terminate this agreement upon material breach of this agreement. This agreement may be terminated by Covered Entity without cause upon thirty (30) days written notice. Notice of termination shall be delivered by certified mail, return receipt requested or by facsimile with proof of deliver or in person with proof of delivery.

The terms of this agreement may not be waived, altered, modified, or amended except by written agreement of both parties. Both parties agree to enter into a written modification agreement or take such action as is necessary to comply with the requirements of HIPAA and any amendment thereto or to implement any changes required by law.

This agreement supersedes any and all agreements between the parties with respect to the use of the data specified in this agreement.

ARTICLE XXXIV

Equal Employment Opportunity; Non-Discrimination

The Contractor shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

The Contractor shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

ARTICLE XXXV

For the period beginning August 1, 2020 and ending February 28, 2021, the PROVIDER acknowledges that the COUNTY, as the Grantee agency for Part A of the Ryan White Extension Act, has not received its Notice of Grant Award amount from HRSA. Until the Notice of Grant Award is received the PROVIDER can only be reimbursed for up to 1/9th of the contract amount per month based on the services provided. The PROVIDER understands and agrees that they can only seek to be reimbursed by the COUNTY for up to 1/9th of the contract amount per month until the COUNTY receives the final award from HRSA. At that time the DEPARTMENT will notify the PROVIDER of the Notice of Grant Award amount and inform the PROVIDER as to whether or not the PROVIDER's contract amount will remain the same. If the Notice of Grant Award amount is decreased, the PROVIDER's contract may also be decreased pursuant to Care Council deductions to specific service categories. In the event there is a conflict between this paragraph and any other contract language regarding the amount of payment/reimbursement to PROVIDER, the provisions of this paragraph shall supersede and control.

ARTICLE XXXVI

Consideration and Limitation of Costs

For its performance under this Agreement, the PROVIDER will receive funds from the COUNTY in an amount not to exceed **XXX Dollars (\$XXX.00)** for services provided during the Term. Furthermore, if the Agreement is for a period in excess of one year, then in no event shall the total consideration paid under this Agreement exceed **XXX Dollars (\$XXX.00)** annually.

EXHIBIT XI, "Subaward Agreement, Federal Award Identification" and EXHIBIT XII, "Federally Required Subaward Information", are attached hereto and made a part hereof.

(The remainder of page intentionally left blank.)

ARTICLE XXXVII

Entire Agreement

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the PROVIDER and the COUNTY have executed this Agreement the date first above written.

ATTEST: Pat Frank, Clerk
of Circuit Court

COUNTY: Hillsborough County, Florida

BY: _____
Deputy Clerk

BY: _____
Chairman of the Board of County
Commissioners

ATTEST: For the PROVIDER

PROVIDER: XXX, Inc.

Witness

BY: _____
Authorized Representative

Title

Witness

Date Signed

Dept. Contracts Legal	Approval	Date
	_____ N/A	_____ 5/1/2020
	_____	_____

ACKNOWLEDGMENT OF PROVIDER, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____
(Date) (Name of officer or agent, title of officer or agent)
of _____ a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at

the time of notarization, and is personally known to me or has produced _____ as identifies and did certify to have knowledge
of (Type of Identification)

the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this

(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGMENT OF PROVIDER, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, partner (or
(Date) (Name of acknowledging partner or agent)

agent) on behalf of _____, a partnership. He/she personally appeared before me at the time of
notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge
(Type of Identification)

of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before
me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGMENT OF PROVIDER, IF A GOVERNMENTAL ENTITY

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, who personally
(Date) (Name of person acknowledging)

appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and
did (Type of Identification)

certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to
(or
affirmed) before me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

EXHIBIT I

SCOPE OF SERVICES

- A. DEFINITIONS: Services to be rendered by the PROVIDER under this Agreement include the following provision:
XXX
- B. UNIT OF SERVICE:
A unit of XXX
- C. PROVIDER's Contract Coordinator for this contract:
1. Name: XXX
2. Address: XXX
3. Phone: (XXX) XXX
- D. PROVIDER's contact person for processing reimbursement requests:
1. Name: XXX
2. Address: XXX
3. Phone: (XXX) XXX
- E. PROVIDER's service location(s):
1. XXX
2. XXX
- F. PROVIDER's operating hours:
XXX 4:00 PM
- G. MEASURABLE OUTCOMES for this contract period are: (to be determined with successful Applicant(s)) Random examples:
- Applicant shall achieve a XX% or greater achievement rate of client retention in care for up to six months after initial medical appointment as measured by Services Reconciliation. Report and data submitted into E2 Hillsborough database or manual reporting.
 - Applicant shall link XX% or greater number of clients to medical care within 30 days from the date of their diagnosis as measured by ongoing linkage to care tracking and as documented in the Monthly Progress Report- data submitted into E2 Hillsborough database or manual reporting.
 - Client satisfaction surveys will be distributed as instructed by the QM provider. PROVIDER shall achieve 88 percent or better rating on the client satisfaction survey administered by the PROVIDER. If an 87 percent or less satisfaction rate is received on the above referenced survey a corrective action plan ("plan") must be submitted within 30 days. If the corrective action plan is not submitted within 30 days the COUNTY will withhold reimbursement requests until the plan is submitted. .
- H. PROVIDER'S Transportation Effort:

At the request of the Care Council the PROVIDER shall make every effort to assist clients with the coordination of their transportation needs. However, the PROVIDER nor the COUNTY is financially responsible for the clients' transportation.

EXHIBIT II

PAYMENT SCHEDULE

A. The maximum amount payable for services by the COUNTY under this Agreement is **XXX Dollars (\$XXX.00)**, and will be reimbursed at the rate of \$XXX per unit/or 1/12 monthly reimbursement.

The DEPARTMENT will not pay more than 25% of the contract amount per quarter without prior written permission from the Ryan White Program Manager. If the contract amount is decreased the remaining quarterly allocations are decreased proportionately.

B. The PROVIDER will request reimbursement from the COUNTY for actual expenditures or services on a monthly basis, based on a service unit cost or DEPARTMENT approved line-item budget. The staff Accountant may move funds within the contracts line-item budget provided the change to the line does not exceed a 20% change.

C. Any third party payments collected by the PROVIDER for eligible services for which the COUNTY has also paid pursuant to this Agreement will be reimbursed by the PROVIDER to the COUNTY up to the total amount paid by the COUNTY on behalf of any eligible individual. The usual method of reimbursement will be by credit to the PROVIDER's first billing statement following third party payment, or by reimbursement to the COUNTY upon receipt by the PROVIDER if received after termination of the contract.

D. Moreover, the PROVIDER agrees not to impose or collect supplemental fees from the aforesaid otherwise eligible individuals, except as approved by the DEPARTMENT, and in accordance with ARTICLE III, B.

(Remainder of page intentionally left blank.)

EXHIBIT III & EXHIBIT IV

If EXHIBIT IV is used for monthly reporting it can be developed by the PROVIDER but must be approved by the DEPARTMENT.

(Intentionally left blank.)

EXHIBIT V
HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY - APPLICABLE STATUTES, ORDERS AND REGULATIONS*

HILLSBOROUGH COUNTY, FL

----Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

----Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

----Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.

----Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

----Florida Statutes § 112.043, prohibits age discrimination in employment.

----Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

----Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.

----Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.

----Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.

----Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.

----Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.

----Florida Statutes §760.40, provides for the confidentiality of genetic testing.

----Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

----Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.

----Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.

----Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

----Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.

----Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

----Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.

----Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.

----Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

----Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.

----Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.

----Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.

----Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.

----Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).

----Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.

----Interagency Agreement promulgated on March 23, 1973.

----Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

----Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.

----Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.

----Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.

---Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
---Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
---Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
---State and Local Assistance Act of 1972, as amended.
---Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
---Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§5.100 -5.605.
---Executive Order 13673, Fair Pay and Safe Workplaces.

***“The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.”**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the contractor agrees as follows:

(6) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(7) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(8) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(9) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(10) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1. In the event any section, sentence, clause, or provision of this Fourth Modification is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Fourth Modification shall not be affected by such determination and shall remain in full force and effect.

2. Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Fourth Modification shall remain enforceable against such party subsequent to such termination.

3. The other terms and conditions of the Agreement, as modified herein, which do not conflict with this Fourth Modification, are hereby reaffirmed in their entirety. In the event of a conflict between the terms of this Fourth Modification and the terms of the Agreement, the terms of this Fourth Modification shall control.

EXHIBIT VI

INSURANCE REQUIREMENTS

PROVIDER's Liability Insurance:

The PROVIDER shall procure and maintain such insurance as will protect him/her from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the PROVIDER'S operations under the Contract Documents, whether such operations be by himself/herself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the PROVIDER will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation as found in paragraph 6 of Section B immediately below.

Insurance Required:

A. **General**

Before starting and until acceptance of the Work by the COUNTY, the PROVIDER shall procure and maintain in force insurance of the types and to the limits specified in paragraphs B. 1. through 6. below. All policies of insurance under this contract shall include Hillsborough County and its employees as additional insured. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. **Coverage**

The PROVIDER shall procure and maintain, during the life of this Contract, the following types of insurance coverages written on standard forms and placed with insurance carriers licensed by the Insurance Department of the State of Florida and approved by Hillsborough County. The amounts and type of insurance shall conform to the following requirements:

1. **Professional Liability:** \$1,000,000 per claim if Professional Services are provided.
2. **Commercial General Liability:** \$1,000,000 per occurrence.
3. **Business Automobile Liability:** Auto coverage is required only if agency owns automobiles. If owned autos limit is \$1,000,000.
4. **Errors and Omissions Liability:** Not required.
5. **Workers Compensation:** Workers Compensation limits are as required by Florida Statute. Employer's Liability is:
 - \$100,000 Limit Each Accident
 - \$500,000 Limit Disease Aggregate
 - \$100,000 Limit Disease Each Employee
6. **Certificate of Insurance and Copies of Policies:** Certificates of Insurance furnished by Hillsborough County evidencing the insurance coverage specified in the previous paragraphs B. 1. through 5. inclusive, and on request of the COUNTY certified copies of the policies required shall be filed with the Family and Aging Services Department of the COUNTY on a timely basis. The required Certificates of Insurance not only shall list Hillsborough County as additional insured for the operations of the PROVIDER under this Contract (excluding the worker's compensation and professional liability policies), but shall name the types of policies provided and shall refer specifically to this Contract.

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance shall be furnished twenty (20) days prior to the date of their expiration.

Cancellation – “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder.”

Project Title: REQUEST FOR APPLICATIONS FOR THE PROVISION OF HIV-RELATED HEALTH AND SUPPORT SERVICES FOR THE HILLSBOROUGH COUNTY HEALTH CARE SERVICES DEPARTMENT.

EXHIBIT VII

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Hillsborough County Board of County Commissioners

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEN, include the Social Security Number of the individual signing this sworn statement:
_____ .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information within 3 years prior to signing this document, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(1), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents, who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(3), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within 3 years prior to signing this document.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime 3 years prior to signing this document.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years prior to signing this document. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and a final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of 20_____

Personally known

OR Produced identification

Notary Public - State of _____

My commission expires _____
(Type of identification)

(Printed, typed, or stamped
commissioned name of notary public

(Revised 06/18/92)

EXHIBIT VIII

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Signature of Authorized Official

DATE

Grant-Funded Contractor Name

EXHIBIT IX

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 an 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 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 Section 1352, Title 31, U.S. Code. 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.

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

**EXHIBIT X
RYAN WHITE PROGRAM
CONTRACTOR'S NAME
BUDGET/EXPENDITURES STATUS**

TYPE OF SERVICE:
CONTRACT NUMBER:
CONTRACT AMOUNT:

Budget Categories	Original Budget	Amended Budget	Amended Budget	Exp Mar	Exp Apr	Exp May	Exp Jun	Exp Jul	Exp Aug	Exp Sep	Exp Oct	Exp Nov	Exp Dec	Exp Jan	Exp Feb	Exp YTD	Available Balance
Personnel																	
Fringe																	
Travel																	
Equipment																	
Supplies																	
Other: 1) Util. 2) Phone																	
Total Program																	
Admin:																	
Salaries																	
Fringe																	
Rent																	
Printing																	
Postage																	
Liab. Ins.																	
Total Admin.																	
Total Contract																	

I, _____, being an authorized agent of (contracted agency's name), hereby attest and certify that the expenditures listed in this document represent the actual expenditures incurred in providing the units of service billed for during the first () second () third () fourth () quarter of 20__ for contract number _____. I further attest that these expenditures are within the approved budget. I certify that there are no mathematical errors in the budget of this contract.

Printed Name

Signature

Date

EXHIBIT XII
FEDERALLY REQUIRED SUBAWARD INFORMATION
2 CFR, PART 200.331(a)

CFDA NUMBER AND TITLE:

93.914HIV Emergency Relief Project Grants
XXX, Inc.
H89HA00024 Federal Grant #, Contract #TBD
Aubrey Arnold, Grants Programs Services Compliance Coordinator

- (1) Pursuant to 2 C.F.R. Section [200.331(a)(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 are included herein (see page Article XIX Compliance).
- (2) Pursuant to 2 C.F.R. Section [200.331(a)(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 Federal awarding agency including identification of any required financial and performance reports are included herein (see page #6, Provider Requirements item G, from RFA that is incorporated into the Agreement by reference).
- (3) Pursuant to 2 C.F.R. Section [200.331(a)(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 2 C.F.R., Part 200), or a de minimis indirect cost rate as defined in of 2 C.F.R. Section §200.414(f), Indirect (F&A) costs, are included herein (see page #6, Provider Requirements item J, from RFA that is incorporated into the Agreement by reference and Section # of RFA, Budget & Cost Effectiveness).
- (4) Pursuant to 2 C.F.R. Section [200.331(a)(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 2 C.F.R., Part 200 are included herein (see page Article VII and Article XXXII).
- (5) Pursuant to 2 C.F.R. Section [200.331(a)(6)], Appropriate terms and conditions concerning closeout of the subaward are included herein (see page Article IV).

ATTACHMENT A

FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST
(use when funding is Federal or Federal/State match)

Grant Number: _____	Prepared by: _____
CFDA Number: _____	Date: _____

Subrecipient and Vendor Determinations

(a) *General:* An auditee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs (b) and (c) of this section should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

SUBRECIPIENT (check YES or NO for each statement)

(b) *Federal Award:* Characteristics indicative of a Federal award received by a subrecipient are when the organization:

<u>YES</u>	<u>NO</u>	
_____	_____	1. Determines who is eligible to receive what Federal financial assistance.
_____	_____	2. Has its performance measured against whether the objectives of the Federal program are met.
_____	_____	3. Has responsibility for programmatic decision-making.
_____	_____	4. Has responsibility for adherence to applicable Federal program compliance requirements.
_____	_____	5. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

VENDOR (check YES or NO for each statement)

(c) *Payment for goods and services:*

<u>YES</u>	<u>NO</u>	
_____	_____	1. Provides the goods and services within a normal business operation.
_____	_____	2. Provides similar goods and services within normal business operation.
_____	_____	3. Operates in a competitive environment
_____	_____	4. Provides goods or services that are ancillary to the operation of the Federal program
_____	_____	5. Is not subject to compliance requirements of the Federal program.

(d) *Use of judgment in making determination.* There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

Determination (Check one):	Subrecipient: _____	Vendor: _____	DEP Contract No. _____
By:	_____		Date: _____
	Grant Manager		