

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



**Hillsborough
County Florida**

REQUEST FOR APPLICATIONS - RFA #RW1-23
FOR
**THE PROVISION OF OUTPATIENT AND AMBULATORY
HEALTH AND SUPPORT SERVICES,
FOR INDIVIDUALS WITH HIV DISEASE AND THEIR FAMILIES**
AS AUTHORIZED BY THE
**RYAN WHITE EXTENSION ACT, PART A PROGRAM &
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 Ryan White Part A.

PROGRAM YEAR 2024/2025
ANTICIPATED RFA SCHEDULE
RFA # RW1-23

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| Wednesday, October 4, 2023 | 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, October 17, 2023 | RFA Pre-submittal Conference, 1:00 P.M. EST conference via MS Teams to answer questions for those planning to submit Applications. If you want to receive the email with the link for the meeting please email arnolda@HCFLGov.net by 9:00AM EST Tuesday, October 17, 2023. |
| Thursday, October 19, 2023 | Deadline for written requests for interpretation to be included as Addenda to this RFA. E-mail Aubrey Arnold at: Arnolda@HCFLGov.net |
| Tuesday, November 14, 2023 | Deadline for submitting Applications to the Hillsborough County, Health Care Services Department, Ryan White Section, via electronic submission through the e2Hillsborough portal: https://www.e2hillsborough.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 a validation error from the system stating the application was late.</u> |
| Tuesday, November 14, 2023 | Applications will be reviewed and organized by County staff in preparation for the scoring process. They will not be reviewed for completeness. |
| Wednesday, November 15, 2023 | Applicants notified regarding qualification/ disqualification. |
| Friday, December 1, 2023 | RFA Evaluation Teams finalize scoring and ranking of responses for funding recommendations. |
| Friday, December 1, 2023 | Recommendations posted via the Health Care Services website along with the RFA package. Applicants notified of recommendations and scheduled for contract review appointments. |
| Monday, December 11, 2023 | 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, February 2024 date to be determined. | Agenda Deadline: Final Contracts must be submitted to the County Administrator for inclusion at a February 2024 BOCC meeting. |
| At a February 2024, BOCC Meeting. | Contracts submitted to BOCC for approval. 2024 BOCC calendar has not been established. |

If you have questions about this schedule, call Aubrey Arnold at 272-6935.

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

The purpose of the Part A program is to augment the health care systems currently bearing the burden of HIV-related care. The purpose of funds awarded under this RFA is to enhance available HIV-related health and support services by funding providers to increase needed services. Hillsborough County is issuing this RFA in order to select the applicants best qualified to deliver needed services to individuals and families with HIV disease within the four county area.

Through the issuance of this Request for Applications ("RFA"), the County is soliciting proposals from qualified Proposers/Offerors for one or more of the following funding sources: the Ending the HIV Epidemic: A Plan for America (EHE) – Ryan White HIV/AIDS Programs (RWHAP) Parts A – 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.

- 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.
- Perform one of the eligible services listed in this RFA.

- 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, or being an affected family member of such a person. 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.

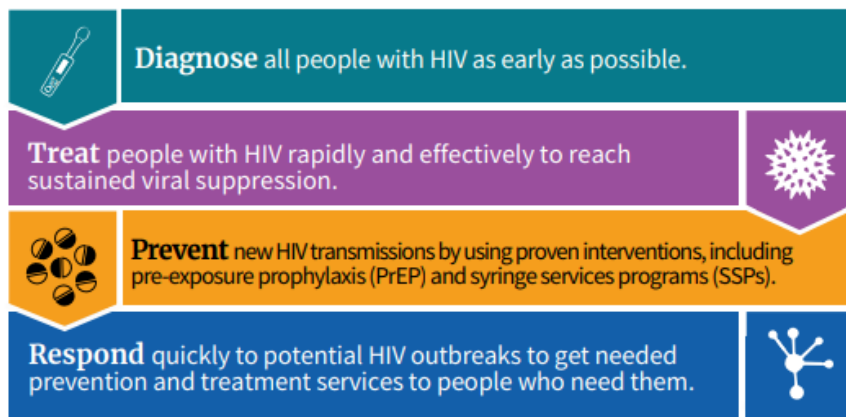
The Care Council may develop additional eligibility criteria for recipients of services, provided they do not violate any state or federal law, rule or regulation. PROVIDERS assume the financial risk for providing services to individuals who do not meet the eligibility criteria. The PROVIDER will be notified of eligibility criteria or any changes and will be allowed 30 days to implement the change, if applicable.

Funds awarded under this RFA may only be used for services to affected individuals as outlined in HRSA Program Policy Notice No. 97-01, Issued February 1, 1997; see SECTION G, EXHIBIT 3, HRSA Policy Notices.

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 (IF EHE FUNDING IS INCLUDED AND BEING APPLIED FOR)

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 Part A programs in the 4 County EMA defined as Hillsborough, Pinellas, Pasco and Hernando 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 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.

Funding under this announcement is through the *RWHAP Part A Grant* administered and provided by the United States Department of Health and Human Services, HRSA, HAB, Division of Metropolitan HIV/AIDS Programs.

Funds if included 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:

- I. Identification of Individuals Unaware of Their HIV Status
- II. Inform individuals of their HIV status
- III. Refer to care/services
- IV. 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

- PROVIDER must send at least one representative to every PROVIDER meeting that is scheduled by the DEPARTMENT. Meetings may be in person or virtual.
- Ensure there is a method of tracking client demographic information as well as units of service.
- 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.
- PROVIDER agrees to comply with any and all requests for information to ensure completion of federal and state reports and grant applications.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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
- 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.
- As required by the Federal Government, PROVIDERS must be registered in the Central Contractor Registration (CCR) and provide the DEPARTMENT with their **Unique Entity Identifier (UEI)** – the primary means of entity identification for federal awards. UEIs are issued by the federal government at SAM.gov. The COUNTY cannot contract with anyone who does not have a UEI number. Proof of registration must be submitted with application and annually upon renewal if a contract is issued to the PROVIDER.
- 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>.
- PROVIDER has an obligation to find eligible clients to serve on the Care Council. HRSA requires 33% of the membership to be made up of Ryan White consumers. Clients should not be Board Members or Employees of the PROVIDER, and they need to be receiving Ryan White Services of some type to meet the 33% threshold. Employees and Board Members may be on the Care Council, they just cannot be part of the 33% to meet the HRSA requirement.
- PROVIDER must serve any eligible client with their Ryan White Part A funding, regardless if the individual is a client of that agency in another service category. For example, if you receive OAHS and OH funding the

OH funding is not limited to just your OAHS clients, any client in the EMA should be served with your Part A funding. This same rule applies to other service categories.

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 compatible, 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 | Microsoft Edge, Google Chrome (latest version with updates) | 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:

- **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.
- **Allocation:** The total dollar amount that may be expended for a specific service category.
- **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.
- **Application:** An agency's plan/response for providing a proposed service.
- **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.
- **Assessment:** Obtaining relevant information from the presenting client's needs, internal and external resources, and desires and proposed outcomes of their participation.
- **BOCC:** Board of County Commissioners.
- **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.
- **Client:** An individual determined eligible as described by the Ending the HIV Epidemic, A Plan for America.
- **Early Identification of Individuals with HIV/AIDS (EIHA):** 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.
- **Eligible Metropolitan Area (EMA):** Includes Hillsborough and Pinellas, Pasco and Hernando Counties.
- **Ending the HIV Epidemic (EHE):** The Ending the HIV Epidemic: A Plan for America (hereafter referred to as "EHE" or "initiative") has four pillars, or key strategies detailed earlier in this RFA.
- **Key Points of Access:** The 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.
- **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.
- **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.
- **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.
- **Recipient:** Hillsborough County.
- **Retention:** A patient's regular engagement with medical care at a health care facility after initial linkage for a defined period of time.
- **Grant period Ryan White Part A:** March 1 – February 28.
- **Grant period Ending the HIV Epidemic:** March 1 – February 28.
- **Grant period Minority AIDS Initiative (MAI):** March 1 – February 28.
- **COUNTY:** The Hillsborough County Board of County Commissioners.
- **DEPARTMENT:** The Health Care Services Department of Hillsborough County government.
- **HRSA:** Health Resources and Services Administration, the division of the Department of Health and Human Services responsible for the Ryan White Treatment Modernization Act.
- **MAI: Minority AIDS Initiative:** Funds made available by the Congressional Black Caucus to target disproportionately infected and underserved minority populations.
- **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.

- **Unique Entity Identifier (UEI)** – the primary means of entity identification for federal awards. UEI's are issued by the federal government at SAM.gov. PROVIDER must be registered prior to a contract award and must provide annual proof of current registration.

11. MULTIPLE APPLICATIONS

a. 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. Applicants applying to provide more than one service or county must submit a separate application for each service or each county. Each individual service/county/allocation is required to have a separate uploaded application/response. For example, if applying for medical case management in Hillsborough, Pinellas and Pasco/Hernando, you must upload three separate applications in the portal that corresponds to the allocation for each specific line.

12. FUNDING

Funding Source: Funds for these projects are made available through Part A of the Ryan White Extension Act, The Care Council makes allocations of Part A funds. 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, MAI as applicable. ******Please note, all allocations have been approved by the Resource Prioritization and Allocation Recommendation Committee of the Care Council. The Care Council is set to vote on the individual service category allocations on October 4, 2023. If they change, an addendum will be issued immediately. ******

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 for Part A funding only. 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:

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
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis

Program Guidance:

Treatment Adherence services provided during an Outpatient/Ambulatory Health Service 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.

Ryan White funds may not be used to subsidize the difference between the PROVIDER's actual cost and the reimbursement from Medicaid or other third party payors.

PART A FUNDING AVAILABLE:

| | |
|----------------------------|--------------------|
| Hernando County | \$85,912 |
| Hillsborough County | \$1,837,525 |
| Pasco County | \$120,000 |
| Pinellas County | \$1,301,050 |

AIDS Pharmaceutical Assistance:

AIDS Pharmaceutical Assistance services fall into two categories, based on RWHAP Part funding.

1. Local Pharmaceutical Assistance Program (LPAP) is operated by a RWHAP

Part A or B recipient or subrecipient as a supplemental means of providing medication assistance when an ADAP has a restricted formulary, waiting list and/or restricted financial eligibility criteria.

RWHAP Part A 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

2. Community Pharmaceutical Assistance Program is provided by a RWHAP Part C or D recipient for the provision of long-term medication assistance to eligible clients in the absence of any other resources. The medication assistance must be greater than 90 days.

Program Guidance:

For LPAPs: Only RWHAP Part A grant award funds or Part B Base award funds may be used to

support an LPAP. ADAP funds may not be used for LPAP support. LPAP funds are not to be used for Emergency Financial Assistance. Emergency Financial Assistance may assist with medications not covered by the LPAP.

For Community Pharmaceutical Assistance: This service category should be used when RWHAP Part C or D funding is expended to routinely refill medications. RWHAP Part C or D recipients should use the Outpatient Ambulatory Health Services or Emergency Financial Assistance service for non-routine, short-term medication assistance.

See Ryan White HIV/AIDS Program Part A and B National Monitoring Standards

See also LPAP Policy Clarification Memo

See also AIDS Drug Assistance Program Treatments and Emergency Financial Assistance

Emergency Financial Assistance (EFA is part of AIDS Pharmaceutical Assistance – the financial split will be made after need is determined and may be changed throughout the year based on scripts presented) Currently the split is APA=\$82,808 and EFA=\$148,422 but will be funded under one application.

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for medication that are on the State ADAP formulary.

A unit of **AIDS Pharmaceutical Assistance (Local)-(Medications) service** is defined as one prescription not to exceed a 30-day supply of prescribed HIV-related medication or prescribed item of related supplies for one eligible individual. **Mailing fee cannot exceed the cost of mailing the prescriptions.**

Ryan White funds may not be used to subsidize the difference between the PROVIDER's actual cost and the reimbursement from Medicaid or other third party payors.

PART A FUNDING AVAILABLE:

| | |
|------------|------------------|
| EMA | \$231,230 |
|------------|------------------|

Oral Health Care:

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

A unit of oral health Service is defined as each dental service performed for dentist billing by procedure code, if billing fee-for-service a unit is defined as each visit. For the purpose of reporting the PROVIDER must also report the number of visits.

Ryan White funds may not be used to subsidize the difference between the PROVIDER's actual cost and the reimbursement from Medicaid or other third party payors.

HRSA requires documentation that:

- Oral health services are provided by general practitioners, dental specialists, dental hygienists and auxiliaries and meet current dental care guidelines.
- Oral health professionals providing the services have appropriate and valid licensure and certification, based on State and local laws.
- Clinical decisions that are supported by the American Dental Association Dental Practice Parameters.
- An oral health treatment plan is developed for each eligible client and signed by the oral health professional rendering the services.
- Services fall within specified service caps, expressed by dollar amount, type of procedure, limitations on the number of procedures, or a combination of any of the above, as determined by the Planning Council or Grantee under Part A.

PART A FUNDING AVAILABLE:

| | |
|----------------------------|------------------|
| Hernando County | \$60,000 |
| Hillsborough County | \$443,850 |

| | |
|------------------------|------------------|
| Pasco County | \$10,000 |
| Pinellas County | \$422,850 |

Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals:

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

- RWHAP Part recipients must ensure that clients are buying health coverage that, at a minimum, includes at least one drug in each class of core

HIV/AIDS BUREAU POLICY 16-02

Antiretroviral therapeutics from the Department of Health and Human Services (HHS) treatment guidelines along with appropriate HIV outpatient/ambulatory health services

- RWHAP Part recipients must assess and compare the aggregate cost of paying for the health coverage option versus paying for the aggregate full cost for medications and other appropriate HIV outpatient/ambulatory health services, and allocate funding to Health Insurance Premium and Cost Sharing Assistance only when determined to be cost effective

The service provision consists of either or both of the following:

- o 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
- o Paying cost-sharing on behalf of the client

Program Guidance:

Traditionally, RWHAP Parts A and B funding support health insurance premiums and cost-sharing assistance. If a RWHAP Part C or D recipient has the resources to provide this service, an equitable enrollment policy must be in place and it must be cost-effective and sustainable.

PART A FUNDING AVAILABLE:

| | |
|------------|------------------|
| EMA | \$723,319 |
|------------|------------------|

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.

Program Guidance:

Mental Health Services are allowable only for HIV-infected clients.

A unit of Mental Health Service for billing purposes is defined as one hour for individual or group counseling or any portion thereof. If it is a group session PROVIDER cannot charge one unit for each person attending the session, maximum amount billable is based on the length of the session divided across all individuals in the group session.

Ryan White funds may not be used to subsidize the difference between the PROVIDER's actual cost and the reimbursement from Medicaid or other third party payors.

- **Documentation of appropriate and valid licensure and certification of mental health professionals as required by the State**

•**HRSA requires documentation of the existence of a detailed treatment plan for each eligible client that includes:**

- The diagnosed mental illness or condition
- The treatment modality (group or individual)
- Start date for mental health services
- Recommended number of sessions
- Date for reassessment
- Projected treatment end date,
- Any recommendations for follow up
- The signature of the mental health professional rendering service

• **Documentation of service provided to ensure that:**

- Services provided are allowable under Ryan White guidelines and contract requirements
- Services provided are consistent with the treatment plan

PART A FUNDING AVAILABLE:

| | |
|--------------------------------|------------------|
| Hillsborough County | \$123,614 |
| Pasco/Hernando Counties | \$76,851 |
| Pinellas County | \$237,846 |

Medical Case Management:

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).

Program Guidance:

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

Medical Case Management (Inmate): In addition to the Case Management services defined above, these case managers are to prepare discharge plans within the last 60 days of discharge.

Medical Case Management (Specialty Care Center): The Care Council allocated funding for case

management services specific to the Hillsborough County Specialty Care Center. In addition to the Case Management services defined above, the role of these case managers is to enroll eligible HIV+ clients in the Hillsborough County Indigent Health Care Plan, thereby relieving some of the burden on Ryan White funds.

A unit of Medical Case Management & Medical Case Management (Inmate) & (Specialty Care Center) service is defined as one client contact, specifying in-person or other. In addition to counting the number of encounters, report number of 15-minute units, and any portion thereof.

Ryan White funds may not be used to subsidize the difference between the PROVIDER's actual cost and the reimbursement from Medicaid or other third party payors.

PART A FUNDING AVAILABLE:

| | |
|--|--------------------|
| Hillsborough County | \$721,653 |
| Hillsborough County (inmates) | \$124,893 |
| Hillsborough County (Specialty Care Center) | \$127,767 |
| Pasco/Hernando Counties | \$399,000 |
| Pinellas County | \$1,133,186 |
| Pinellas County (inmates) | \$122,598 |

Billing for case management services must comply with the following:

The following is text from a memo received from Bill Wilde, Medical/Health Care Program Analyst of the State of Florida Medicaid Program.

"...Case management should be calculated and billed as follows:

All time spent doing reimbursable case management for a specific client on the same date of service must be totaled, reflecting actual length of time. Prior to billing, this block of time must be converted to 15 minute units. Reimbursable case management that takes a portion of 15 minutes to provide can be billed as a 15 minute unit. Consider the following example.

| DATE OF SERVICE | ACTIVITY | MINUTES |
|------------------------|--|----------------|
| 03/07/96 | Phone call from emotionally distraught client dealing with a family crisis | 10 minutes |
| 03/07/96 | Phone call to Education & Support provider to discuss client referral | 5 minutes |
| 03/07/96 | Education and Support added to client's Plan of Care | 5 minutes |
| 03/07/96 | Service Authorization Form completed and faxed to provider | 6 minutes |

A total of 26 minutes was spent doing management. Thus, the maximum billable amount of case management for 3/07/96 would be 2 units.

For each entry in the case narrative, there should be a corresponding note in the margin of the length of time spent. This will simplify billing procedures and achieve consistency in the way this important documentation is recorded in every case."

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. MSOC are subject to change; it is the Applicant's responsibility to incorporate changes into their processes when informed of an MSOC update.

Substance Abuse Services (outpatient care): Provision of treatment and/or counseling to address substance abuse issues (including alcohol, legal and illegal drugs), provided in an outpatient health service setting by a physician or under the supervision of a physician, or by other qualified personnel.

Services include:

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

• **Services provided must include a treatment plan that calls only for allowable activities and includes:**

- o The quantity, frequency, and modality of treatment provided
- o The date treatment begins and ends
- o Regular monitoring and assessment of client progress
- o The signature of the individual providing the service and or the supervisor as applicable

A unit of Substance Abuse Service for billing purposes is defined as one hour for individual or group counseling or any portion thereof. If it is a group session PROVIDER cannot charge one unit for each person attending the session, maximum amount billable is based on the length of the session divided across all individuals in the group session.

Ryan White funds may not be used to subsidize the difference between the PROVIDER's actual cost and the reimbursement from Medicaid or other third party payors.

• **Documentation that services are provided by or under the supervision of a physician or by other qualified personnel with appropriate and valid licensure and certification as required by the State in which services are provided**

• **Documentation through program records and client files that:**

- o Services provided meet the service category definition.
- o All services provided with Part A funds are allowable under Ryan White.
- Assurance that services are provided only in an outpatient setting.
- Assurance that Ryan White funds are used to expand HIV-specific capacity of programs only if timely access would not otherwise be available to treatment and counseling.
- Assurance that services provided include a treatment plan that calls for only allowable activities and includes:
 - o The quantity, frequency, and modality of treatment provided.
 - o The date treatment begins and ends.
 - o Regular monitoring and assessment of client progress.
 - o The signature of the individual providing the service and or the supervisor as applicable.

Part A FUNDING AVAILABLE:

| | |
|----------------------------|------------------|
| Hillsborough County | \$150,000 |
| Pinellas County | \$190,208 |

Planning Council Support (aka Care Council Support):

Hillsborough County is seeking qualified professional staff support services for the West Central Florida Ryan White Care Council. Support services shall be provided in an office setting or through telework with staff available during regular business hours, Monday through Friday 8pm to 5pm. Services will include: 1). General staff support functions for the Care Council, 2). staff support functions for the Care Council meetings, subcommittee meetings as well as ad-hoc committees; 3). recruit and maintain membership of the Care Council, and provide new member training as well as on-going training; 4). preparation of sections of the Ryan White Part A EMA grant applications; 5). Coordination and compilation of the final Part A Grant application and any assistance needed with its submission.

6).Assessment of HIV/AIDS service needs within the EMA 7). Preparation and ongoing updates to the Integrated HIV/AIDS Prevention and Care Plan; and 8) Care Council website maintenance and social media accounts.

Due to the unique structure of the Care Council, Ryan White Part A & B support services funding shall only be contracted to one administrative agency.

General functions of the Care Council are as follows:

1. Development of a local community wide Integrated HIV/AIDS Prevention and Care Plan, that is compatible with the Florida Statewide Coordinated Statement of Need (“SCSN”).
2. Establishment and maintenance of documentation relative to minimum standards of care, and limitations on services, such as income caps, maximum amounts of services clients are eligible for and qualified to receive.
3. Participate in the development of the State-wide Coordinated Statement of Need initiated by the State of Florida, Department of Health. Part A Recipients are legislatively required to participate in the development of the SCSN. The purpose of the SCSN is to provide a collaborative mechanism to identify and address the most significant HIV needs of PLWH and to maximize coordination, integration, and effective linkages across all Ryan White HIV/AIDS Programs.
4. Institute methods for obtaining input on community needs and priorities, such as conducting focus groups, town hall meetings, ad-hoc meetings, community forums, etc.
5. Establish a grievance/appeal process with respect to Part A funding allocations. (This is not the grievance/appeal’s for the RFA process).
6. Abide by Bylaws and operating procedures of the West Central Florida Ryan White Care Council.
7. Promote coordination and integration of community resources.
8. Assure the provision of comprehensive outpatient health and support services.
9. Evaluate the success and cost effectiveness of the consortium/Care Council in responding to service needs.
10. Assess the efficiency of the administrative mechanism (“AAM”) in rapidly allocating funds in accordance with Care Council recommendations within the EMA. The assessment of the administrative mechanism is not funded under this allocation.

Further description of services will be outlined below.

1. Staff support function for the planning council:

- a. Follow Public Health Service and HRSA guidelines in the printing or production of material paid for with Ryan White funds.
- b. Act as a liaison between Care Council and DEPARTMENT.
- c. Update Care Council operating procedures.
- d. Work closely with the DEPARTMENT to ensure maximum coordination between Part A and B.
- e. Provide technical assistance to Care Council members, service providers and the public regarding Care Council responsibilities and initiatives.
- f. Other duties in direct support of the Care Council as directed by the DEPARTMENT or the Care Council Chair/Vice Chair.
- g. Hire, supervise and evaluate performance of professional planning and/or clerical personnel.
- i. The PROVIDER will assure copies of all materials developed in support of the Care Council’s work be delivered to the DEPARTMENT electronically and in an MS Word or MS Excel format, or any other format required by the DEPARTMENT.
- j. All activities performed by the PROVIDER will be done under the auspices of the COUNTY for the Care Council and indicate such on all materials produced. Any written documents, brochures, reports, or information produced will reflect that the document was produced on behalf of the Care Council under contract by the County of Hillsborough, Health Care Services

Department, Ryan White Program, funded by HRSA and/or the State of Florida, Department of Health, and shall include all applicable government branding/logo(s).

- k. Submit to the DEPARTMENT for review, input and approval, prior to implementation, any draft surveys developed on behalf of the Care Council.
- l. Ensure opportunities for strategy deployment for cultural and linguistic standards in meeting the needs of the EMA and TSA are identified within specific recommendations to the Care Council and the DEPARTMENT.
- m. Update program evaluation requirements, based on the Care Council's Integrated HIV/AIDS Prevention and Care Plan(s), Strategic Plan, and program goals and objectives, which should include key indicators or evaluation criteria to measure the extent to which pre-determined goals have been achieved. Develop, update and publish an Integrated HIV/AIDS Prevention and Care Plan for the organization and delivery of health services described in the "Integrated HIV Prevention and Care Plan Guidance, including the Statewide Coordinated Statement of Need, CY 2022-2026" published by the CDC and HRSA, June 2021. Found at the following link: <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/integrated-hiv-dear-college-6-30-21.pdf>. This will require the PROVIDER to utilize a database to track and report on the outcomes and metrics established in the EMA's Integrated Prevention and Care Plan.
- n. Provide Care Council with data needed for establishing service priorities for the allocation of funds within the eligible area. Submit to COUNTY, in writing, the Care Council approved service category priorities by percentage or dollar amount of the total fiscal year grant award funded by the Part A grant program for each grant period. Provide Care Council with other data needed for decision making at the direction of the Care Council Chair. Due annually on July 1.
- o. The PROVIDER must post all appropriate documents to the Care Council website: www.thecarecouncil.org.

2. Staff support functions for planning council meeting activities:

- a. PROVIDER will be responsible for procuring meeting space for all Care Council meetings, subcommittees, and ad-hoc committee meeting on a monthly basis. Meeting space for Care Council meetings would need to accommodate up to 50 individuals. Subcommittees typically have 5-25 individuals in attendance. Meeting locations should be accessible by public transportation or the PROVIDER would need to arrange for transportation for HIV+ individuals in need of transportation. Facilities should also be accessible for individuals with disabilities as required by the Americans with Disabilities Act (ADA).
- b. PROVIDER will be required to schedule all meetings as instructed by the Care Council Chair, or Co-Chair, and the Subcommittee Chairs. In addition, PROVIDER will be required to prepare meeting notices, agenda, and minutes for approval by Chairs, notify members of date, time and location of all meetings, and facilitate each committees work plan. PROVIDER must prepare action item background papers from committees for Care Council packet. PROVIDER shall secure meeting locations, publicly notice all meetings, purchase all meeting supplies, mail meeting packets to members who attend the meetings ten days prior to the meeting. PROVIDER may electronically notify members who attend meetings seven days prior. When feasible, electronic notice should be the preferred method. PROVIDER must maintain a mailing list for the Care Council members and a list of all other subcommittees. PROVIDER must provide the COUNTY with the mailing list electronically in MS Word format, or any other format required by the DEPARTMENT.
- c. PROVIDER must notify the public of all meetings of the Care Council and its committees in accordance with the Government in the Sunshine Law and State public records law. PROVIDER must record all meetings, and produce typewritten minutes. All records must be kept for a period of no less than 6 years, which includes all written correspondence, reports, minutes and audio recording. PROVIDER will be required to maintain a Care Council member list which must include name, mailing address, e-mail addresses, and phone numbers.

- d. The PROVIDER must be able to respond to requests for information or documentation from the COUNTY within 24 hours or an agreed upon date, and must respond to public requests within five working days.
- e. PROVIDER will be required to have at least one staff person at all Care Council and subcommittee meetings. Staff shall ensure that meetings are kept on schedule, ensure that Robert's Rules of Order are followed and provide guidance to the Chair/Co-Chair(s).
- f. PROVIDER will be required to provide the Department with a monthly written progress report outlining staff activities and accomplishments.
- g. PROVIDER must allocate sufficient funds to reimburse PLWH with mileage at the prevailing COUNTY rate, tolls, and child care. PROVIDER must also have funds within their budget to cover cost of at least one Care Council member to attend out-of-town meetings or conferences. Those costs shall include: ground transportation, airfare, lodging, registration fees, meals, etc.
- h. Provide clerical and/or professional staff support services to the Care Council, all standing committees, and ad-hoc committees. The committees of the Care Council include: Membership and Community Outreach Committee, Planning & Evaluation (P&E), RPARC, SIOC, Health Services Advisory (HSAC), and WICYF.

CARE COUNCIL COMMITTEES

The Care Council has six standing committees consistent with the by-laws in which the PROVIDER will be required to provide support. A description of the committees are as follows:

Membership and Community Outreach Committee

Committee Purpose (bylaw excerpt): Responsible for understanding the membership process; ensuring that the Care Council adheres to strict legislative membership requirements; ensuring membership application and selection process is effective and administered appropriately; advises governing body in membership issues; works with staff in ensuring appropriate member recruitment, training and orientation, and conducting community outreach. The Membership and Community Outreach Committee is responsible for reviewing and scoring all membership applications. In conducting community outreach, the committee seeks to provide opportunities for PLWH in all TSA counties to participate in the Care Council's planning and decision-making process, regardless of membership status. This committee is also responsible for the nomination and election process of the Chairperson and Vice Chairperson.

Planning and Evaluation Committee (P&E)

Committee Purpose (bylaw excerpt): This committee provides input to staff regarding components to be included in the annual needs assessment; ensures that the needs assessment is comprehensive and reflects the components required by the legislation, HRSA and the State; and ensures that appropriate populations are represented in data collection within time and resource constraints. This committee is responsible for developing a comprehensive, community plan for the organization and delivery of HIV/AIDS services that is compatible with existing state or local plans regarding the provision of health services to individuals with HIV. The committee also develops an implementation plan for the goals, objectives, strategies and evaluations which result from the final plan.

This committee develops program evaluation requirements based on Federal legislature, HRSA guidance and the Comprehensive Plan program goals and objectives. In addition, the committee ensures that requirements are met and reviews results of program evaluation. It revises program evaluation as needed and seeks to include key indicators or evaluation criteria to measure the extent to which pre-determined goals have been achieved, including cost and effectiveness measures.

Resource Prioritization and Allocation Recommendations Committee (RPARC)

Committee Purpose (bylaw excerpt): This committee is responsible for developing recommendations for the Part A and B funding prioritization and allocation process. They work in close coordination with staff to assure that this process reflects the findings of the needs assessment. The recommendations are then brought to the Council for approval and presented to the Recipient. The committee also meets at various times throughout the year to re-allocate funds. The committee may also be called on to participate in SIOC issue discussions, which concern funding.

Women, Infants, Children, Youth and Families (WICYF)

Work Group Purpose: The work group works to ensure the active and effective participation of women and those who represent infants, children, youth and families in the planning and decision-making process of the Care Council. To accomplish this, the work group will carefully consider and seek ways to ensure clients' retention in the core medical services, with emphasis on women-centered primary care, and to eliminate or reduce barriers to care (e.g., transportation), to involve appropriate providers, to continuously identify individuals who are under served or not served and to retain these clients in the continuum of care. Finally, the work group acts as a liaison between planning and service provision by working to ensure access and to eliminate barriers to services for women, infants, children, youth and families.

Health Services Advisory Committee (HSAC)

Committee Purpose (bylaw excerpt): This committee serves in an advisory capacity to the Council on issues related to primary care, dental care, medications, new treatments, adherence and other clinical issues related to the maintenance and improvement of health. The committee also serves as the Local Pharmaceutical Assistance Program (LPAP) advisory committee.

Standards, Issues and Operations (SIOC)

This committee provides monitoring and oversight for the Council. It develops systems for process review; identifies emerging issues for referral to appropriate committees, and continuously reviews the strategic plan to assure compliance with Council goals and objectives. SIOC also identifies, develops and organizes grievance policy and procedures, and as necessary, resolves or recommends means of resolution to the Council.

The SIOC may be convened by one of the following: The Council Chairperson/Vice-Chairperson, the council Administrator, or a majority of voting Council members. The Vice Chairperson will serve as the Chair of SIOC. Decisions resulting from a vote of the committee are final. The Chair of SIOC will not vote, unless in the event of a tie.

Issues which may be addressed by this committee may include: conflict of interest, excessive member absences or assessing the performance of the Chair or Vice-Chair and then developing recommendations to the full Council concerning possible removal. SIOC may also convene to act on behalf of the Council to respond to emergency Part A or B program or fiscal developments (from Federal, State or local government); to provide time-sensitive, unscheduled program reports for agencies or to respond to provider emergencies requiring immediate service decisions. The SIOC will not change service category priorities established by the Council as the basis for allocating funds. Nor may it amend the Bylaws, make decisions contrary to the Bylaws or change the Comprehensive Plan's goals or objectives unless approved to do so by the Council.

3. Recruit and maintain membership of the Care Council, and provide new member training as well as on-going training:

- a. PROVIDER will be responsible for recruiting and maintaining Care Council membership in accordance with the Ryan White Extension Act of 2009 requirements. The PROVIDER will be required to carry out culturally sensitive outreach efforts with special emphasis on minorities. Duties for recruitment include:
 - 1. Advertising for vacancies
 - 2. Processing member applications
 - 3. Documentation for files and completion of all appropriate reports for HRSA
 - 4. Distribute flyers promoting public involvement with the Care Council, and also promote public involvement through social media accounts and the Care Council website.
 - 5. Provide information to AIDS Service Organizations about the need to involve their clients in the Ryan White planning process.
 - 6. Plan, organize, and evaluate one full-day retreat and one half-day retreat for Care Council members.
- b. PROVIDER will be responsible for providing training for new Care Council members and will be required to provide additional training sessions for members as necessary. This will include development of all training documents, PowerPoint presentations, handouts, guest speakers/presenters, etc.
- c. PROVIDER will be required to update the Member Manual and provide updates to all members, as needed when changes occur.
- d. PROVIDER will accomplish many tasks listed above through collaboration and participation of the Membership Committee.

4. Preparation and lead responsibility for the timely completion of the Ryan White Part A grant application including the organization, collection and compilation of the final draft document and all supporting attachments for final review and submission to the funding source by the Department.

- a. PROVIDER will annually prepare sections of the Ryan White Part A grant application in accordance with Ryan White Extension Act of 2009 requirements and deadlines following published guidance and at the direction of the DEPARTMENT. PROVIDER has the option to complete this deliverable by using the services of an external grant consultant.
- b. PROVIDER will be required to work in collaboration with the DEPARTMENT on the annual application. Any external grant consultant hired by the PROVIDER will be approved by the DEPARTMENT. PROVIDER will need to provide the DEPARTMENT (and grant consultant) with any information and data required to prepare those applicable sections of the application by the dates requested by the DEPARTMENT. Every year the grant application guidance changes, therefore, the requirements may change. The following is an example of what the Care Council support staff have been responsible for providing in prior or current year(s):
 - 1. Early Identification of Individuals with HIV/AIDS (EIIHA)
 - 2. Assessment of populations with special needs.
 - 3. Care Council mandated roles/responsibilities: priority setting and comprehensive planning.
 - 4. Description of local needs assessment and planning processes, which includes the progress in reaching the goals and objectives outlined in the local Integrated HIV/AIDS Prevention and Care Plan.
 - 5. Compatibility with Statewide Coordinated Statement of Need (SCSN).
 - 6. Care Council membership and representation.
 - 7. Funding availability for services within the EMA.

8. Documentation of Demonstrated Need within the EMA.
9. HIV/AIDS Epidemiology with the EMA.
- c. PROVIDER must have excellent grant writing skills and must have ability to access and assess statistical data related to HIV epidemiology within the EMA. The PROVIDER must work closely with the DEPARTMENT and any other external grant writer mutually selected, observing all deadlines. The PROVIDER and any external grant consultant will need to produce draft documents at designated deadlines established by the DEPARTMENT in order for the documents to be reviewed by the DEPARTMENT, and Care Council members. The PROVIDER must be able and willing to quickly revise their draft submission based on input from the DEPARTMENT, and Care Council members. Grant application guidance is typically distributed in August and applications are due in October.

5. Assessment of HIV/AIDS service needs within the EMA and TSA:

- a. PROVIDER is responsible for conducting and preparing the Needs Assessment for the EMA and TSA. The Needs Assessment is a fundamental part of the planning process for determining service priorities and funding allocations within the EMA and TSA. The Needs Assessment is an on-going process which includes but is not limited to the following components:
 1. Focus groups
 2. Survey of HIV+ individuals not receiving medical care/unmet needs assessment
 3. Survey of HIV/AIDS service providers
 4. Funding stream analysis
 5. Analysis of HIV/AIDS epidemic within the EMA and TSA
 6. Analysis of Part A service utilization, service gaps and barriers to access
 7. Presentation of needs assessment data to the Care Council members and other community members
 8. Analysis of the SCSN
 9. Collect and analyze pertinent historical and projected data and epidemiology reports for the EMA and TSA.
 10. Delineate geographical areas for analysis including sub-areas within counties.
 11. Identify needed epidemiology data, and its availability in existing reports, collect and analyze data.
 12. Integrate and summarize demographic and epidemiological data.
 13. Estimate HIV Populations by demographic, risk group and people needing specific services.
 14. Identify, obtain, and analyze pertinent historical demographic data, i.e., age, sex, sexual identity, race and income.
 15. The CARE Act, re-authorization amendment of 2000 contains multiple provisions focused on enhancing access to primary medical care for persons living with HIV disease who are not in care. These provisions also include enhancements to needs assessment requirements. The activities will require the PROVIDER to engage in a challenging and time-consuming process of finding and determining the needs and service gaps of Persons Living With HIV ("PLWH") who are not receiving primary health care.
 16. Obtain and modify, as necessary, the EMA and TSA's model continuum of AIDS services.
 17. Review or develop and disseminate an inventory of AIDS services and programs. May require written or telephone survey.
 18. Identify service gaps first by comparing inventory of existing services with model continuum. Integrate available findings from provider, patient surveys and focus groups into analysis.
 19. PROVIDER survey duties include:
 - a. Delineate information to be obtained from providers.

- b. Design survey tool to obtain delineated information, and specify coding system and database structure.
 - c. Designate survey method (written, telephone, in-person) based on number of providers and information sought.
 - d. Conduct survey, code responses and enter them into database.
 - e. Tabulate responses, analyze results, and prepare report of PROVIDER survey.
20. Focus groups duties include:
- a. Determine specific objectives for focus groups based on prior findings.
 - b. Designate county locations and populations, i.e., homosexual men, women, minorities, Injections Drug users (IDU), with or w/o children, parents/families of persons with AIDS. Due to funding limitations, the number of focus groups may be limited to the most critical representative populations.
 - c. Designate a facilitator, locate facilities for groups, and arrange for use. All costs associated with the facilitator and the facility are the responsibility of the PROVIDER.
 - d. Identify individuals to participate in focus groups, and invite these individuals to focus group sessions.
 - e. Conduct focus groups, collect data, and prepare report of focus groups.
- b. HIV/AIDS population survey duties include:
- a. Develop questionnaire and database for responses unless the area adopts the State of Florida anonymous needs survey and protocol.
 - b. Create sampling plan, and identify categories of persons (with assured anonymity) to survey (i.e., patients in clinics, patients of doctors in private practice, members of AIDS organizations, etc.).
 - c. Pre-test survey instrument, and train interviewers to conduct survey.
 - d. Conduct survey, collect data, enter responses into database.
 - e. Compile, analyze responses, and prepare report of survey.
- c. PROVIDER must produce a final written needs assessment document which fully complies with all HRSA requirements and summarizes the activities and findings which will be published and provided to the COUNTY, Care Council members, RPARC members, and other individuals as requested. In addition to the analysis of the data from the needs assessments and client surveys, the PROVIDER must also present recommendations to the Care Council for consideration in the annual planning efforts to update and measure the progress of achieving the goals and objectives as outlined in the Integrated HIV/AIDS Prevention and Care Plan. This analysis and recommendation will ensure targeted client needs are addressed in the development of priorities, and recommendations for allocations of funding.
- d. Needs assessment activities must include processes to determine the needs of those who know their HIV+ status but are not receiving ambulatory/outpatient medical care. Findings and recommendations must be made regarding individuals not in care must be incorporated in the Part A grant application, the Integrated HIV/AIDS Prevention and Care Plan, and all other appropriate documents.
- e. The Needs Assessment must address barriers to care in disproportionately impacted and under-served communities.
- f. PROVIDER staff must have extensive research skill sets in the following: methods, data analysis and presentation, survey design and methodologies, statistical and policy analysis, health planning and knowledge of HIV/AIDS.
- g. PROVIDER must also work with the DEPARTMENT and/or the Quality Management subcontracted provider to assure comprehensiveness, adequate community input and to work to improve the quality of the process and document.

6. Preparation of the Integrated HIV/AIDS Prevention and Care Plan:

- a. PROVIDER must update the current 2022-2026 Integrated HIV/AIDS Prevention and Care Plan annually. The PROVIDER may update various sections each year, however, the PROVIDER will be required to update the Integrated HIV/AIDS Prevention and Care Plan as necessary.
- b. Planning activities include but is not limited to the following duties:
 1. Determine needs and disparity in local service delivery
 2. Develop strategies to address Unmet Need and identify those PLWH who are not in the care system currently
 3. Complete a funding stream and resource analysis
 4. Identify shared vision, goals, objectives, and strategies which link the local Integrated HIV/AIDS Prevention and Care Plan with the State of Florida's Integrated Plan, SCSN, and HRSA.
 5. Determine Care Continuum plan, evaluation plan, and quality management plans
 6. Determine priorities and allocation of funds
- c. PROVIDER will be required to provide copies of the Integrated HIV/AIDS Prevention and Care Plan in an MS Word or the format required by the DEPARTMENT to the DEPARTMENT and any Care Council members as required.
- d. PROVIDER must also work with the DEPARTMENT and/or the Quality Management contracted provider in developing and including a strategic plan and incorporating it into the EMA and TSA's Integrated HIV/AIDS Prevention and Care Plan.
- e. PROVIDER must also work with the DEPARTMENT and/or the Quality management contracted provider to assure comprehensiveness, adequate community input and to work to improve the quality of the process and document.

7. Care Council website development and maintenance:

This will require staff support services to ensure the continuous development and maintenance of the Care Council website, the current site address is www.thecarecouncil.org. The website offers a cost effective method of disseminating information that is highly accessible to Providers, the Grantee, PLWH/A, Care Council members, community health and social service agencies. Among the types of information that shall be available on the website are:

- a) Care Council meeting and subcommittee meeting agendas and meeting minutes
- b) Calendar of Care Council and subcommittee meetings
- c) Membership and recruitment efforts
- d) Needs assessment data
- e) HIV/AIDS epidemiological data
- f) Comprehensive planning documents and other reports
- g) Links to major HIV/AIDS websites
- h) Care Council membership application
- i) Care Council By-Laws and Policy and Procedure Manual
- j) And other items deemed appropriate by the Care Council and the Recipient.

The provider will be required to host, maintain, and accommodate any future enhancements and expansions of the website, which includes social media such as Face Book, Twitter, and Instagram. The PROVIDER will be responsible for updating all content and links posted on the website and social media sites. The site should remain user friendly, enable clients, providers, health care professionals and social service agencies to obtain service locations for HIV positive individuals. The provider will collect all ideas for website improvement and ensure that all are implemented that are reasonable and cost effective in accordance with the Recipient's office.

8. (Assessment of the Administrative Mechanism):

The overarching outcome of the Assessment of the Administrative Mechanism ("AAM") is to broaden stakeholder participation within the Resource, Prioritization, Allocations Recommendations Committee ("RPARC") and Care

Council entities, to expand on past products building on those successes as compliments to our current Quality Management program, and to allow flexibility for future AAM component expansion as deemed locally appropriate. The proposed Scope of Work that emerged contains the following activities which are included in the outline:

- A. Introduction/Background: The HRSA guidelines taken out of the Ryan White Title I Manual for the Assessment of Administrative Mechanism, Effectiveness of Services in Addressing Priorities are as follows:

“The planning council assesses the efficiency of the administrative mechanism, which entails evaluation of how efficiently providers are selected and paid and how well their contracts are monitored. This assessment should also review the planning process used by the EMA prior to procurement of services and disbursement of funds. (See attached sample.) In addition, the planning council may also, at their discretion, assess how well services that are funded by the grantee address the planning council’s priorities, allocations, and instructions for addressing these priorities.

Generally, assessments are based on time-framed observations of procurement, expenditure, and reimbursement processes. For example, an evaluation could identify the percent of funds obligated within a certain time period (e.g., 90 days) from the date of grant award. Similarly, reimbursement processes can be tracked from date of service delivery through invoicing to payment, with documentation of any adverse impact on clients or providers related to delayed payments. HIV/AIDS Bureau/Division of Service Systems (“HAB/DSS”) will occasionally request information about the assessment or require EMAs to submit a copy of the most recent administrative assessment as part of progress reports or grant applications.

In evaluating the administrative mechanism, communication between the grantee and planning council is essential so that information can be efficiently shared. The grantee must communicate back to the planning council the results of its procurement process. The planning council may then assess the consistency of the procurement process with its stated service priorities and allocations.

If the council finds that the existing mechanism is not working effectively, it is responsible for making formal recommendations for improvement and change. The grantee or administrative agency then needs to respond to the planning council in writing, informing it of corrective actions to be taken to improve or change the system. The planning council also has the right to bring a formal grievance if the grantee’s disbursement of funds is inconsistent with the planning council’s priorities and resource allocations.

The planning council also has the option of evaluating the “effectiveness of the services offered in meeting identified need.” This means that the planning council can assess whether the services that have been procured by the grantee are consistent with stated planning council priorities, resource allocations, and instructions as to how to meet these priorities. However, assessing the administrative mechanism is not an evaluation of the grantee or individual service providers, which is a grantee responsibility.

- B. Methodology: A description of the activities (including survey tools, etc.) utilized to conduct the Administrative Assessment.
- C. Assessment of the Procurement Process: The assessment of rapidly allocating funds to the area of greatest need should focus on measuring the time between when the funds are allocated to the Grantee and when service contracts are finalized. In assessing the reallocation of funds during the program year, the time between when the Care Council approves a reallocation action and when the contract amendment is finalized should be the time measurement.
- D. Assessment of Business Transactions: An analysis should be included with tables utilizing data collected from the Grantee measuring the time (# of days) between receipt of invoice, approval for payment, and actual receipt of payment. Established benchmarks (i.e. Florida Prompt Payment Act) should be included in this particular analysis to measure efficiency and performance. An additional activity related to the transactions analysis is an assessment of the Grantee’s efficiency in expending the awarded funds within

a fiscal year. An unexpended grant award of less than 5% is considered an acceptable benchmark by HRSA.

- E. Assessment of Contract Monitoring: A narrative will include an analysis of the accomplishments to include improvements/successes as well as challenges/barriers of the monitoring process (both fiscal and program monitoring) and will identify specific elements such as amounts incorrectly billed, the number of case files/records reviewed, possible corrective action trends which are identified and implemented by the Grantee, technical assistance projects provided, etc.
- F. Provider Survey/Focus Groups: All contracted Ryan White providers will be offered a standardized survey tool, with weighted responses. The survey will be collected and a written analysis will be provided with observations and/or recommendations based upon the findings. The survey tool will contain sections related to all major activities of the Grantee such as procurement (RFA process), support, invoice reimbursement, communication, monitoring, and how the Grantee responds to consumer issues (i.e. grievances/complaints) related to service delivery. The preferred method of survey is in electronic media, so that results may be compiled cleanly without delay or transcription error.
- In addition, a minimum of two focus groups will be held to obtain input, which will commence after the survey has been initiated and/or completed. The focus groups will be open to all RPARC and Care Council members and all contracted providers. One of the focus group meetings will be offered during evening hours and they must be held in different locations. One must take place in Hillsborough County and one in Pinellas County.
- G. Accomplishments and Progress: An update will be included to respond to prior year recommendations and to recognize the work accomplished.
- H. Summary of Findings: Is the Grantee meeting the responsibilities of managing the grant?
- I. Recommendations/Next Steps: Section will include a process improvement and action plan, to align and integrate with the Quality Management framework that has been established within the EMA/TSA. Suggestions for future assessment activities (i.e. expansions based upon improvements with data collection) will be addressed and developed.

This service will be reimbursed on a line-item budget.

PART A FUNDING AVAILABLE: PCS is \$166,150 + AAM \$8,500

| County | Funding Level |
|--------|---------------|
| EMA | \$174,650 |

Quality Management:

Quality Management services include, but are not limited to the following components:

- a) Implementation, monitoring, and evaluating the of the Tampa-St. Petersburg EMA's Continuous Quality Improvement (CQI) plan: visit: <http://www.hillsboroughcounty.org/hss/resources/publications/home.cfm> consistent with the requirements of Part A, the Care Council, the COUNTY, funded service providers, consumers of Part A services, and other stakeholders: <http://hab.hrsa.gov/tools/parta/>
- b) Refinement of current outcome and process measures for health and social support services funded under Part A and corresponding technical assistance activities as required by the QM/CQI Plan;
- c) Evaluation activities to determine the quality and impact of Ryan White Part A services on the health status of persons living with HIV/AIDS; and
- d) Treatment Modernization Act requires that Eligible Metropolitan Areas (EMAs) receiving Part A

funds establish a quality management program to assess the extent to which HIV health services provided with grant funds are consistent with the most recent Public Health Services guidelines for the treatment of HIV disease and related opportunistic infections, and to develop strategies for ensuring that such services are consistent with the guidelines for improving access to care and the quality of HIV health services.

e) HRSA, has defined quality as follows:

“Quality is the degree to which a health or social service meets or exceeds established professional standards and user expectations. Evaluations of the quality of care should consider (1) the quality of the inputs, (2) the quality of the service delivery process, and (3) the quality of outcomes, in order to continuously improve systems of care for individuals and populations.” According to standards determined by the EMA.

f) Monitoring contract provider sites for CAREWare to e2Hillsborough data migration and data accessibility, and

g) Provide oversight/technical assistance for contact providers’ internal Quality Assurance plans; and

h) Updating and reviewing area-wide Quality Management Plan.

Purposes of Quality Management (taken from the HRSA Part A Manual):

1. Assist direct service medical providers funded through the Treatment Modernization Act (formerly known as the CARE Act) in assuring that funded services adhere to established HIV clinical practice standards and Public Health Services guidelines to the extent possible.
2. Ensure that strategies for improvements to quality medical care include vital health-related supportive services in achieving appropriate access and adherence with HIV medical care.
3. Ensure that available demographic, clinical, and health care utilization information is used to monitor the spectrum of HIV-related illnesses and trends in the local epidemic.

A successful quality management program should (taken from the HRSA Part A Manual):

1. Be a systematic process with identified leadership, accountability, and dedicated resources available to the program; and
2. Use data and measurable outcomes to determine progress toward relevant, evidenced-based benchmarks; and
3. Focus on linkages, efficiencies, and provider and client expectations in addressing outcome improvement; and
4. Be a continuous process that is adaptive to change and fits within the framework of other programmatic quality assurance improvement activities (i.e., Joint Commission on the Accreditation of Hospitals Organization [JCAHO], Medicaid, and other HRSA programs); and
5. Ensure that data collected is fed back into the quality improvement process to assure that goals are accomplished and that they are concurrent with improved outcomes. The following link provides additional background:

<http://hab.hrsa.gov/tools/parta/parta/ptAsec7chap4.htm>

Within the link above, click into the Clinical Care & Quality Management box to view HRSA’s Clinical Quality Management Policy Clarification Notice 15-02.

HIV-related morbidity has dropped dramatically due to advances in HIV/AIDS related treatment. However, reductions have been unevenly distributed across HIV-infected populations due to such factors as unequal access to care and variable quality of services (e.g., treatment regimens, client support, and provider skills). Quality management programs are designed to bring these benefits

to all clients by improving the quality of care of all Ryan White Treatment Modernization Act services. Quality management programs should: 1. Support the development of higher quality care to people living with HIV disease (PLWH), 2. Identify priority needs and client populations, 3. Support effective program management, 4. Demonstrate program value quantitatively by linking outputs (amounts of services provided) to outcomes (results), 5. Identify and justify critical program activities and resources required to meet needs, and 6. Enable local HIV service delivery networks and providers to perform better and to function as a system. A number of tested concepts can be used in quality management efforts, including quality assurance, quality improvement, continuous quality improvement (CQI), and outcomes evaluation.

The PROVIDER will continue the implementation and development of a system level Quality Management program. The description will include a clearly defined work plan identifying specific roles and responsibilities for COUNTY staff and funded agencies, targeted timeframes, methods, techniques, and tools. To assure accuracy in data collection, preference will be given to those proposers utilizing technology such as electronic survey instruments, etc. that minimize data transcription errors and assure data integrity. Specific tasks expected (but not limited to) which should be described in detail in the application consist of the following elements:

1. The established client/customer satisfaction survey program implemented in 2005 will be analyzed for perceptions of service gaps, provider performance, and/or identified barriers to care. Develop/implement methodology to use results from provider satisfaction survey; e.g. personally discuss satisfaction findings with each provider; identify 1-2 strategies to increase satisfaction; identify tracking mechanisms and reporting timeline; gather data and review changes.
2. The PROVIDER will deploy patient satisfaction surveys to Hillsborough County Health Care Plan ("HCHCP") clients accessing primary care at 12 primary care clinics in the HCHCP network. Surveys will be deployed in both English and Spanish, and written and electronic formats. A minimum of 986 surveys will be secured to achieve a confidence level of 95% with a margin of error at +/-3%. PROVIDER will coordinate with 12 provider sites to establish procedures for survey administration and collection. Hard copy surveys will be completed on-site and deposited in a secure box designated for survey collection. Online surveys will be available if the provider site has an on-site computer for patient use. Take-away cards will be provided with a link to the on-line survey for patients wanting to complete the survey at home. PROVIDER staff will collect and replenish survey supplies at least once per week during an 8-12 week survey period. Surveys will be reviewed for completeness prior to data entry.

PROVIDER staff will also deploy provider satisfaction surveys to primary care providers engaged in providing health care services to HCHCP clients. A survey link will be deployed electronically to HCHCP contracted providers using email addresses provided by the DEPARTMENT. Client and HCHCP contracted primary care providers satisfaction survey data will be tabulated, analyzed and reported to the DEPARTMENT at the conclusion of the project. The project report will include an analysis of Health Plan call center data if available from the DEPARTMENT.

3. Continue to develop, analyze, and maintain established outcomes measures for all funded service categories.
4. Training of staff (both internal and provider) in order to assure that Quality Management standards and outcomes based measures are implemented and integrated comprehensively into the existing care delivery system. This will include training and presentations during all provider meetings could be held in any of the eight counties, however they are typically held in Hillsborough or Pinellas. Provider meetings are typically held no more than twice per year and there are typically twenty contracted service providers. Provider will arrange and facilitate all Quality Management related meetings.
5. Identification of any ongoing barriers preventing implementation of the CQI plan goals and objectives, including a corrective plan of action to address the identified barriers.

Coordinate/facilitate problem solving teams who will develop resolution strategies for identified challenges that arise related to service delivery or access.

6. Assurance that the grantee's policies and procedures are updated according to the funding source (HRSA) standards and consistent with the EMA's Quality Management plan.

7. Identification of possible trends or patterns of deficiency in provider's Quality Management plans and develop/administer appropriate provider Quality Management trainings through process and performance measurement.

8. Provide technical assistance to individual provider agencies, including program evaluation strategies, with internal mechanisms for self-monitoring identified outcomes. Provide technical assistance to providers with a need for quality management improvements.

9. Coordination of Quality Management planning and reporting with the local Care Council in order to ensure that service utilization and outcomes data is integrated into the Council's annual Needs Assessment activities and other work products/deliverables in a timely, efficient manner. The provider will have a minimum of ninety days prior notice of any items due.

- To compare, at identified intervals, utilization data for all funded service categories by demographic and risk groups, in order to identify under-served populations and unmet needs.
- To provide oversight and authority on the local Comprehensive Plan, this serves as the basis for the Ryan White Treatment Modernization Act annual activities cycle. Assist the Care Council with the integration of quality management efforts in its Comprehensive Plan.

10. Coordination of quality management planning and implementation with the Department MIS System Coordinator, who oversees the data collection/MIS.

- Implementation of contract minimum standards and required outcomes for each service category in accordance with the contract.
- To review and analyze the data results once the MIS has reported the necessary data elements, including training and developing capacity for County staff.
- To work in concert with the County MIS Systems Coordinator to identify any modifications which need to be made in future core data sets mandated by Hillsborough County, provider agencies, or HRSA.
- Develop data dictionary for QM outcomes to ensure PROVIDERS are all entering the same data elements consistently for reporting purposes and analysis.
- Review data needs across all reporting sources; standardize clinical indicators and establish indicators for all service categories. Complete the QM indicators for the annual final Implementation Plan.
- Develop and implement methodology to validate data through chart reviews at PROVIDER locations.

11. Implementation of HRSA-required Quality Management activities and comply with HRSA's reporting mandates related to quality management.

- Continuous monitoring and analysis of the system wide quality management plan, implementing updates and revisions as necessary.

12. Implement, monitor, adapt, and evaluate the Tampa-St. Petersburg Quality Management Plan, that involves service providers, consumers, the Care Council, and the DEPARTMENT in a coordinated, CQI program. This initiative must include specific benchmarks and on-going activities such as oversight and training.

13. Collect, report on contracted providers outcome measures on a semi-annual basis. Reports must be made available to the Planning & Evaluation Committee, Health Services Advisory Committee, the Care Council and the COUNTY. Specific agency names should be omitted in public

meetings, but agency names must be reported to the DEPARTMENT. Outcomes must be measurable, have the ability to document an impact on the clients, document quality care and treatment. The PROVIDER shall also be able to identify areas that need improvement and make recommendations.

14. Evaluate the existing Part A system of care, including case management and system-wide standards of service, and identify problems in service delivery that impact the health status outcomes at the client and system levels. Based on data analysis of Quality Management Outcomes and Minimum Standards of Care established by the Care Council.

15. Evaluate the quality and effectiveness of Part A funded services and report to the County and the Care Council with recommendations on service policies, standards of care, and funding allocations.

16. PROVIDER will be required to be cooperative with the DEPARTMENT and any grant writer hired by the COUNTY to prepare sections of the application. PROVIDER will need to provide the DEPARTMENT and the grant writer with any information and data required to prepare the DEPARTMENT and the grant writer sections of the application by the dates requested by the DEPARTMENT. Every year the grant application changes therefore, the requirements may change.

17. Assist the County, as needed, with monitoring activities pertaining to service providers' compliance with quality management and CQI requirements.

18. Develop appropriate methodologies and conduct client record reviews for Part A funded services, with concentration on case management, medical care, dental care, substance abuse treatment, mental health therapy/counseling, and outreach services. Report findings to service providers, the Care Council, and the County.

19. Collaborate with the DEPARTMENT and the contracted service providers to establish performance benchmarks and a corresponding accountability policy for providers with identified need for quality management improvement.

20. Establish community and agency-specific HRSA indicators in consultation with the provider community (viral load, ARV therapy rates, entry into care, etc.).

21. Identify opportunities for quality improvement by comparing local indicator benchmarks to National Quality Data Center benchmarks.

22. Produce multiple Quality Management components for the federal Part A grant application.

23. Produce the implementation plan for the federal Part A grant application.

This service will be billed on a monthly basis based on deliverables.

PART A FUNDING AVAILABLE: QM \$167,558 + HCHCP Client Satisfaction Survey \$35,000

| County | Funding Level |
|-----------------------|---------------|
| EMA QM & HCHCP Survey | \$202,558 |

D. SUBMISSION REQUIREMENTS and GENERAL TERMS

1. Hillsborough County will conduct a pre-submittal conference via MS Teams. If you want to receive the

link for the pre-submittal conference please email arnolda@HCFLGov.net by 9:00 AM EST Tuesday, October 17, 2023. In that email please provide first name, last name and email address to receive a link to register for the Webinar.

Tuesday, October 17, 2023 at 1:00 p.m. EST – Pre-submittal conference

2. Service providers seeking a contract under this RFA are required to submit applications as follows:
- Only one designated person from each applicant agency will be provided/allowed access to the e2Hillsborough system portal for submission purposes. To register for use of the e2Hillsborough Portal for application submission, each agency will be required to email to arnolda@HCFLGov.net and provide the name and email address of one (1) individual from their agency who will have the authority to upload all applications and submit them. Once that information is sent to arnolda@HCFLGov.net that individuals access will be granted and they will receive emails from the system with links, user names and temporary password for access. User names and passwords are not permitted to be shared with any other individual or staff at the agency. There is to only be one (1) authorized individual accessing e2Hillsborough on each agencies behalf regardless of the number of applications being submitted/uploaded.
 - Applicants must answer each question in the Application module, following the page/character limits. Upload attachments as instructed.
 - Application responses must be typed, double-spaced. Applicants must start each response by stating the question being asked and then the corresponding response/answer. Failure to follow this protocol may result in the application being considered non-responsive/disqualified.
 - In order to be considered, applications must be submitted and received via the e2Hillsborough system portal no later than the deadline of 5:00pm EST, on November 14, 2023. Applications not received via the e2Hillsborough data system portal prior to the deadline will not be accepted.
 - Applicants applying to provide more than one service or county must submit a separate application for each service or each county. Each individual service/county/allocation is required to have a separate uploaded application/response. For example, if applying for medical case management in Hillsborough, Pinellas and Pasco/Hernando, you must upload three separate applications in the portal that corresponds to the allocation for each specific line.
 - If the applicant is awarded a contract the applicant agrees to execute a contract with the COUNTY. The contract shall be similar to the proforma 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.
 - 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: <http://www.hillsboroughcounty.org/en/residents/social-services/health-care-plan/ryan-white-rfa>
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 successful electronic submission/transmission 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 Teams will be using the e2Hillsborough data system portal for review and scoring of all applications.

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.** All proposals must be submitted via the e2Hillsborough data system portal and duly signed by an authorized corporate officer, principal, or partner (as applicable).

16. An application may be withdrawn, via email request by the applicant to the Hillsborough County Health Care Services Manager, Health Care Services Department at a minimum of two (2) days 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.

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:

- Application Cover Sheet
- Authorized Signature Page
- Acknowledgement Page
- Application Contents & Evaluation Criteria
- Attachment I, Articles of Incorporation
- Attachment II, Non-profit status
- Attachment III, Organizational Chart
- Attachment IV & V, Civil Rights Status and Certification Regarding Lobbying
- Attachment VI, Affirmative Action/Equal Employment Opportunity Policy Statement
- Attachment VII, Work Force Analysis

- Attachment VIII, Equal Employment Questionnaire
- Attachment IX, Summary of Funding Sources
- Attachment X, Pricing Schedule
- Attachment XI, Job Descriptions
- Attachment XII, Insurance coverage
- Attachment XIII, Budgets (Condition of Award Budget, Categorical Budget, Budget Narrative)
- Attachment XIV, **Unique Entity Identifier (UEI)** – attach a copy of the current UEI, the primary means of entity identification for federal awards. UEIs are issued by the federal government at SAM.gov.
- Attachment XV, provide active Medicaid and Medicare proof of participation number.
- Attachment XVI, Unit Cost Calculation Form

*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 @ arnolda@HCFLGov.net

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 DEPARTMENT 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 and/or fiscal 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 respond via the e2Hillsborough data system portal by the published deadline. The final deadline is 5:00 p.m. EST on November 14, 2023.
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.
4. Failure to follow the Submission Requirements and General Terms, Section D.

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, or the allocations involve non-direct services, 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:

- I. Award a contract to more than one applicant.
- II. 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.
- III. Make investigations of the qualifications of applicants as it deems appropriate.
- IV. 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) calendar 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 Health Care Services Manager/Ryan White no later than ten (10) calendar days after public notification of the Recipient's funding recommendations. The Health Care Services Manager/Ryan White 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 following 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 # RW1-23
RW PART A/ENDING THE HIV EPIDEMIC FUNDING
APPLICATION COVER SHEET

APPLICANT AGENCY _____

AGENCY ADDRESS _____

CONTACT PERSON _____

PHONE _____ **Email** _____

SERVICE CATEGORY OF APPLICATION _____

AGENCY TYPE: _____ **Government,** _____ **Not-for-Profit,** _____ **For Profit**

AGENCY UEI #: _____

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

COUNTY TO BE SERVED: _____ **HILLSBOROUGH,** _____ **PINELLAS,** _____ **PASCO,** _____ **HERNANDO**

AMOUNT OF FUNDS REQUESTED: _____

CURRENT OR PRIOR PART A PROVIDER: **YES** _____ **NO** _____

AUTHORIZED SIGNATURE

(RFA# RW1-23)

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

ACKNOWLEDGEMENT FOR CORPORATION

For an acknowledgment in a representative capacity:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this ____ day of _____ 20____, by _____ as
(Name of Person)

_____ for _____
(Title of Officer) (Name of Corporation)

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced _____

(Commission Number)

(Commission Expiration Date)

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.
 - a. 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. Upload a copy of your organization's Article of Incorporation, as **ATTACHMENT I**, if the Applicant is currently contracted with the DEPARTMENT for Ryan White funding you do not need to attach this document as it is already on file. State in your reply that you are contracted, and it is NA.
9. Upload a copy of your organization's non-profit status, as **ATTACHMENT II**, if the Applicant is currently contracted with the DEPARTMENT for Ryan White funding you do not need to attach this document as it is already on file. State in your reply that you are contracted, and it is NA.
10. Upload 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. If the Applicant is currently contracted with the DEPARTMENT for Ryan White funding you do not need to attach this document unless there have been organizational changes. State in your reply that you are contracted, and it is NA.
11. Complete and upload 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, upload 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 and upload the Work Force Analysis form, as **ATTACHMENT VII**.
14. Complete and upload the Equal Employment Opportunity Questionnaire, as **ATTACHMENT VIII**. The PROVIDER agrees to comply with the Hillsborough County Equal Opportunity Clause.
15. **Unique Entity Identifier (UEI)** –upload a copy of the current UEI, the primary means of entity identification for federal awards, as Attachment XIV. UEIs are issued by the federal government at SAM.gov.

Section 1.2 Fiscal Management and Stability of Agency (limit 2 pages not including Attachments)

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 required 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 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 upload as **ATTACHMENT IX**.
5. Determining the Unit Cost of Services, provide a complete accounting using the sample Unit Cost Calculation and Service Unit Cost Analysis forms or any other internal forms to illustrate how each per unit cost was determined. Upload as **Attachment XVI**.
6. 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.
7. 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. Clearly describe the project you are proposing to be funded under this RFA, and indicate your prior experience in delivering this service. Include a description of your proposed service approach and the rationale underlying the approach to be taken in providing the service. This section must describe the intended purpose and the expected project results related to program expectations. The objectives must correspond to the assessed needs, priorities, gaps in services, and barriers to care, as well as the four primary goals of the National HIV/AIDS Strategy (NHAS). The objectives must consider an integrated service network that guides and tracks clients through a comprehensive array of clinical, mental health and social services in order to maximize access and outcomes.
2. Please describe applicant's plan to achieve the objectives identified in the preceding question through a narrative that describes how the activities outlined in the Budget Narrative will achieve the following:
 - Address the four primary goals of the 2022-2025 National HIV/AIDS Strategy by reducing new HIV infections; increasing access to care and improving health outcomes for people living with HIV/AIDS; reducing HIV-related disparities and health inequities; and achieving a more coordinated response to the HIV epidemic. The National HIV/AIDS Strategy (2022-2025) should be used. Found at the following link: <https://www.whitehouse.gov/wp-content/uploads/2021/11/National-HIV-AIDS-Strategy.pdf>
 - Address Unmet Need and reduce the number of persons out of care.
 - Address individuals who are unaware of their HIV status with regard to identifying them, making them aware of their status, referring them to care, and linking them to care.
 - Ensure geographic parity in access to HIV/AIDS services throughout the geographic area.
 - Address the needs of emerging populations.
3. On the Pricing Schedule indicate how many unduplicated clients you will serve for this service category annually, the number of units of service to be provided, cost per unit, and total cost of the project annually, upload as **ATTACHMENT X**.
4. If applying for Medical Case Management (MCM) please further describe your program and how it meets the following portion of the HRSA definition of MCM: trained professionals, including both medically credentialed and other health care staff who are part of the clinical care team, through all types of encounters. Is your MCM staff medically credentialed, if not, how is your agency meeting this objective?

5. Describe the organization's knowledge, involvement and activities with the early identification of individuals with HIV/AIDS (EIIHA) efforts within the applicable county. This includes efforts to link clients who are aware of their HIV status to medical and support services, as well as any efforts to make people aware of their HIV status particularly highlight effort targeting the populations. Applicants must incorporate the following components of the Continuum of HIV Care in their response:

HIV testing and subsequent diagnosis

Linkage to HIV medical care

Continuous engagement in HIV medical care (retention)

Initiation of antiretroviral therapy

Suppressed viral load (<200 copies/mL)

6. What innovation, creativity, standards or best practices have been implemented by your agency in delivering the proposed service category?

7. Is this a new service for your agency? If so, please provide a time table for service delivery.

Section 2.2 Cultural Competency (Limit 2 pages)

1. Describe your organization's guiding principles and standards addressing Cultural Competence. Describe your organization's capabilities to respond to special client groups and to special client needs, demonstrating Cultural Competence in care planning for clients. Additionally, describe your organization's professional development standards/staff training requirements to ensure Cultural Competence in service delivery.

2. Identify your target population by age, sex, race/ethnic group, income levels, and geographic area of the County.

3. How will your agency provide culturally competent, culturally sensitive, and culturally linguistic services to the population? In what languages will you be able to provide services?

4. Describe your agency's efforts to ensure cultural diversity and sensitivity, including staff trainings, ratio of direct care staff to client mix in terms of racial/ethnic demographics, and your outreach methods to minorities clients to be served under this service category.

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. 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.).

5. HRSA requires that providers maintain relationships with entities in the EMA that constitute key points of access to the health care system to facilitate early intervention for individuals newly diagnosed and individuals knowledgeable of their HIV status but who are not in care. Key points of access are defined within this RFA. Discuss the key points of access that are covered by any of your collaborative agreements, 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. Also, discuss how this service will be linked to other programs within the organization, as well as to external resources within the continuum of care. Describe how these collaborative agreements improve service, increase access, increase quality, maximize resources, and save money. Copies of relevant collaborative agreements *may be* requested upon recommendation of funding.

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, upload as **ATTACHMENT XI**.
2. Provide copies of appropriate insurance coverage limits as set forth in this RFA for the service being proposed. You must submit and upload 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.

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. Applicants must complete and include and upload the line-item Budget Narrative forms as **ATTACHMENT XIII** which describes job duties for listed staff, and descriptions. 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. Any out of state travel must be preapproved by the Recipient's Office.
2. If the service you are applying for is to be reimbursed on a fee-for-service basis you must complete and upload the Unit Cost Calculation/Analysis and the Pricing Schedule, which includes the rate to be charged for this service. These are uploaded as **ATTACHMENT X & ATTACHMENT XVI**.

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?
2. Describe the procedures or billing practices that your agency will use to bill other third party payors such as Medicaid, Medicare, and Hillsborough HealthCare, to ensure Ryan White Part A is payor of last resort. Provide as **ATTACHMENT XV**, PROVIDERS active Medicaid and Medicare proof of participation number.

(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 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.
1. 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:

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.

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.

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.

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.

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
- A. 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.
- B. 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**

- 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.

BUDGET NARRATIVE

RWHAP PART A BUDGET SUMMARY

APPLICANT:

GRANT NUMBER: H89HA00024

FISCAL YEAR: 20XX

| | Part A | | | Minority AIDS Initiative (MAI) | | | Total |
|-------------------------|----------------|-----|--------------|--------------------------------|-----|--------------|-------|
| Object Class Categories | Administration | CQM | HIV Services | Administration | CQM | HIV Services | |
| a. Personnel | - | - | - | - | - | - | - |
| b. Fringe Benefits | - | - | - | - | - | - | - |
| c. Travel | - | - | - | - | - | - | - |
| d. Equipment | - | - | - | - | - | - | - |
| e. Supplies | - | - | - | - | - | - | - |
| f. Contractual | - | - | - | - | - | - | - |
| g. Other | - | - | - | - | - | - | - |
| Direct Charges | - | - | - | - | - | - | - |
| Indirect Charges | - | - | - | - | - | - | - |
| TOTALS | - | - | - | - | - | - | - |
| Program Income | | | - | | | - | - |

| | | | | |
|--|---|----------------------------|-----------|--------------|
| 20XX Requested Funds | | Part A | Allocated | MAI |
| Part A Funding | - | Administrative Budget 10%: | 0.0% | Within Limit |
| MAI Funding | - | CQM Budget 5%: | 0.0% | Within Limit |
| Total: | - | | | |
| 1. Are 51% of the Board of Directors racial/ethnic minority? | | yes | no | |
| 2. Are 51% of the professional staff racial/ethnic minority? | | yes | no | |

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.

PART A HIV SERVICES BUDGET

APPLICANT:

GRANT NUMBER: H89HA00024

FISCAL YEAR: 20XX

| PERSONNEL | | | | | | | |
|--|---|--|--|--------|--|--|--|
| Salary <small>[Insert total annual salary]</small> | FTE <small>[Insert as decimal]</small> | Name, Position <small>[Insert name, position title]</small> | Budget Impact Justification <small>[Description of duties, impact on program goals and outcomes, payment source for balance of FTE]</small> | Amount | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| Personnel Total: | | | | \$ - | | | |
| FRINGE BENEFIT | | | | | | | |
| Percentage <small>[Insert as %]</small> | Components <small>[List components that comprise the fringe benefit rate]</small> | | | Amount | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| Fringe Benefit Total: | | | | \$ - | | | |
| TRAVEL | | | | | | | |
| Local <small>(Indicate number of miles @.445 per for each traveler and budget justification)</small> | | | | | | | |
| Mileage Rate | Number of Miles | Name, Position of Traveler(s) | Travel Expenses/Budget Impact Justification <small>[Indicate impact of the travel on program objectives/goals]</small> | Amount | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| Local Travel Sub-Total: | | | | \$ - | | | |
| Long Distance <small>(Indicate type of transportation and cost, registration fee (if required), lodging cost, meal cost (\$38/day allowed), ground transportation from/to airport.)</small> | | | | | | | |
| Type of Travel | Name, Position of Traveler(s) | | Travel Expenses/Budget Impact Justification <small>[Lodging, parking, per diem, etc., and the impact of the travel on program objectives/goals]</small> | Amount | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| Long Distance Travel Sub-Total: | | | | \$ - | | | |
| Travel Total: | | | | \$ - | | | |
| EQUIPMENT | | | | | | | |
| List of Equipment | | | Budget Impact Justification <small>[Description of need to carry out the program's objectives/goals]</small> | Amount | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| Equipment Total: | | | | \$ - | | | |
| SUPPLIES | | | | | | | |
| List of Supplies | | | Budget Impact Justification <small>[Description of need to carry out the program's objectives/goals]</small> | Amount | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| Supplies Total: | | | | \$ - | | | |
| CONTRACTUAL | | | | | | | |
| List of Contracts: | Deliverables <small>[Insert Detailed Scope of Services/Program Deliverables]</small> | | Budget Impact Justification <small>[Insert Detailed Justification]</small> | Amount | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| Contracts Total: | | | | \$ - | | | |
| OTHER | | | | | | | |
| List of other items/Budget Impact Justification <small>[Description of need to carry out the program's objectives/goals]</small> | | | | Amount | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| | | | | \$ - | | | |
| Other Costs Total: | | | | \$ - | | | |
| Part A HIV Services Total: | | | | \$ - | | | |

| PART A ADMINISTRATIVE BUDGET | | | | |
|---|---|---|--|--------|
| APPLICANT: | | | | |
| GRANT NUMBER: H89HA00024 | | | | |
| FISCAL YEAR: 20XX | | | | |
| PERSONNEL | | | | |
| Salary <i>[Insert total annual salary]</i> | FTE <i>[Insert as decimal]</i> | Name, Position, Budget Impact <i>[Insert name, Position title, Description of duties, impact on program goals and outcomes, payment source for balance of FTE]</i> | | Amount |
| \$ - | - | | | \$ - |
| \$ - | - | | | \$ - |
| \$ - | - | | | \$ - |
| Personnel Total | | | | \$ - |
| FRINGE BENEFIT | | | | |
| Percentage <i>[Insert as %]</i> | Components <i>[List components that comprise the fringe benefit rate]</i> | | | Amount |
| 0.0% | | | | \$ - |
| | | | | \$ - |
| Fringe Benefit Total | | | | \$ - |
| TRAVEL | | | | |
| Local <i>(Indicate number of miles @.445 per for each traveler and budget justification)</i> | | | | |
| Mileage Rate | Number of Miles | Name, Position of Traveler(s) | Travel Expenses/Budget Impact Justification <i>[Indicate impact of the travel on program objectives/goals]</i> | Amount |
| | | | | \$ - |
| | | | | \$ - |
| Local Travel Sub-Total | | | | \$ - |
| Long Distance <i>(Indicate type of transportation and cost, registration fee (if required), lodging cost, meal cost: (\$38/day allowed), ground transportation from/to airport.)</i> | | | | |
| Type of Travel | Name, Position of Traveler(s) | | Travel Expenses/Budget Impact Justification <i>[Lodging, parking, per diem, etc., and the impact of the travel on program objectives/goals]</i> | Amount |
| | | | | \$ - |
| | | | | \$ - |
| Long Distance Travel Sub-Total | | | | \$ - |
| Travel Total | | | | \$ - |
| EQUIPMENT | | | | |
| List of Equipment/Budget Impact Justification <i>[Description of need to carry out the program's objectives/goals]</i> | | | | Amount |
| | | | | \$ - |
| | | | | \$ - |
| Equipment Total | | | | \$ - |
| SUPPLIES | | | | |
| List of Equipment/Budget Impact Justification <i>[Description of need to carry out the program's objectives/goals]</i> | | | | Amount |
| | | | | \$ - |
| | | | | \$ - |
| Supplies Total | | | | \$ - |
| CONTRACTUAL | | | | |
| List of Contract | Deliverables <i>[Insert Detailed Scope of Services/Program Deliverables]</i> | Budget Impact Justification <i>[Insert Detailed Justification]</i> | | Amount |
| | | | | \$ - |
| | | | | \$ - |
| <i>Please refer to the Part A Clinical Quality Management (CQM) section for contractual information on these services.</i> | | | | |
| <i>Please refer to the Part A HIV Services section for contractual information on these services.</i> | | | | |
| Contracts Total | | | | \$ - |
| OTHER | | | | |
| List of other items/Budget Impact Justification <i>[Description of need to carry out the program's objectives/goals]</i> | | | | Amount |
| | | | | \$ - |
| | | | | \$ - |
| Other Costs Total | | | | \$ - |
| TOTAL DIRECT COST | | | | |
| Total Direct Cost | | | | \$ - |
| INDIRECT COSTS | | | | |
| Type of Indirect Cost | Rate | Base | | Amount |
| | | | | \$ - |
| Budget Impact Justification: | | | | |
| Part A Administrative Total | | | | \$ - |

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.

UNIT COST CALCULATION FORM

Part A (Part A is filled out for each distinct service unit)

ORGANIZATION _____

SERVICE UNIT NAME: _____

TIME PERIOD: _____

UNIT OF MEASUREMENT _____

TOTAL NUMBER OF UNITS PROVIDED DURING TIME PERIOD _____

DETERMINATION OF DIRECT UNIT COST

| PAID STAFF POSITIONS DIRECTLY INVOLVED IN PROVIDING A UNIT OF THIS SERVICE | TIME (minutes/unit) | AVERAGE WAGE OR SALARY | AVERAGE TAXES & BENEFITS | COST |
|---|------------------------|---------------------------|-----------------------------|------|
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TOTAL DIRECT LABOR COSTS PER UNIT

| LIST OF DIRECT CONSUMABLE ITEMS USED PER UNIT (list) | COST PER UNIT |
|--|---------------|
| | |
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TOTAL DIRECT COSTS PER UNIT (LABOR AND CONSUMABLES)

TOTAL DIRECT COSTS OF ALL THE UNITS PROVIDED THIS TIME PERIOD:

DETERMINATION OF UNIT COST OF DONATED RESOURCES

| LIST OF VOLUNTEER POSITIONS WHICH DIRECTLY ASSIST IN PROVIDING EACH UNIT OF SERVICE | TIME (minutes/unit) | HOURLY VALUE | VALUE PER UNIT |
|--|------------------------|-----------------|-------------------|
| | | | |
| | | | |
| | | | |

| LIST OF DONATED SUPPLIES & MATERIALS USED TO PROVIDE EACH UNIT OF SERVICE | PER UNIT |
|---|----------|
| | |
| | |

TOTAL DIRECT VALUE OF DONATED RESOURCES PER UNIT

TOTAL DIRECT VALUE OF DONATED RESOURCES FOR ALL UNITS THIS TIME PERIOD

Part B

SUMMARY OF DIRECT SERVICE UNIT COSTS

| DISTINCT SERVICE UNITS | DIRECT COST PER UNIT | DIRECT DONATED VALUE PER UNIT | FULL DIRECT COST PER UNIT | TOTAL NUMBER OF UNITS | TOTAL DIRECT COST | TOTAL DONATED VALUE | TOTAL FULL DIRECT COSTS |
|------------------------|----------------------|-------------------------------|---------------------------|-----------------------|-------------------|---------------------|-------------------------|
| | | | | | | | |
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| | | | | | | | |
| ORGANIZATIONAL TOTAL | | | | | | | |

DETERMINATION OF INDIRECT COSTS

| | |
|--|--|
| TOTAL ORGANIZATION EXPENSES (CASH OR ACCRUAL) | |
| - TOTAL DIRECT COSTS | |
| = TOTAL INDIRECT COSTS | |
| + VALUE OF DONATED GOODS USED | |
| + VALUE OF VOLUNTEER TIME | |
| + DEPRECIATION OF CAPITAL EQUIPMENT AND FACILITIES | |
| = TOTAL FULL INDIRECT COSTS | |

ALLOCATION OF INDIRECT COSTS

[illegible]

SUMMARY OF UNIT COST ESTIMATES

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 #RW1-23

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 x times Column 5) |
| 1. AIDS Pharmaceutical <input type="checkbox"/> RX 340B Cost Reimbursement <input type="checkbox"/> Dispensing ≤ 10% admin <input type="checkbox"/> Fee Mailing Fee cost reimbursement | Per RX | | | | |
| 2. Early Intervention Services | Per Quarter hour | | | | |
| 3. Health Insurance Premium and Cost <input type="checkbox"/> Co-pays <input type="checkbox"/> Premiums/Deductibles/COBRA | Per Co-pay or Premium | | | | |
| 4. Medical Case Management (Regular MCM, Inmate, Specialty Care Center) | Per Quarter hour | | | | |
| 5. Mental Health Services <input type="checkbox"/> Individual <input type="checkbox"/> Group <input type="checkbox"/> ARNP <input type="checkbox"/> Psychiatrist (limited specified need) | Per Hour | | | | |
| 6. Oral Health Services: Complete this form for fee-for-service billing. If billing by procedure code, use fee schedule on following pages. <input type="checkbox"/> Specialty fees @ cost ≤ 10% admin | Per Visit | | | | |
| 7. Outpatient/Ambulatory Services <input type="checkbox"/> Office Visit <input type="checkbox"/> Patient Education <input type="checkbox"/> Specialty Care @ Cost <input type="checkbox"/> Fast Acting Injectable fee <input type="checkbox"/> Labs/diag/radiology fees @ cost ≤ 10% admin | Per Visit | | | | |
| 8. Substance Abuse Services Outpatient <input type="checkbox"/> Individual <input type="checkbox"/> Group <input type="checkbox"/> ARNP | Per Hour | | | | |
| 9. Emergency Financial Assistance <input type="checkbox"/> RX Cost Reimbursement <input type="checkbox"/> Dispensing Fee ≤ 10% admin <input type="checkbox"/> Mailing Fee cost reimbursement | Per RX | | | | |
| 10. Health Education/Risk Services | Per Quarter hour | | | | |
| 11. Housing | | | | | |
| | | | | | |

RFA NUMBER: RW1-23

RFA TITLE: PROVISION OF OUTPATIENT AMBULATORY HEALTH AND SUPPORT SERVICES FOR HIV/AIDS PROGRAMS

| I. ITEM NO. | II. DESCRIPTION | III. UNIT OF MEASURE | V. UNIT PRICE IN FIGURES \$ |
|-------------------|--|----------------------------|--------------------------------------|
| D0120 | Periodic Oral Examination | Each | |
| D0140 | Limited Oral Evaluation - Problem Focused | Each | |
| D0150 | Comprehensive Oral Evaluation | Each | |
| D0210 | Intraoral - Complete Series (including bitewings) | Each | |
| D0220 | Intraoral - Periapical - First Film | Each | |
| D0230 | Intraoral - Periapical - Each Additional Film | Each | |
| D0240 | Intraoral - Occlusal film | Each | |
| D0250 | Extraoral - First Film | Each | |
| D0260 | Extraoral - Each Additional Film | Each | |
| D0270 | Bitewing - Single Film | Each | |
| D0272 | Bitewings - Two Films | Each | |
| D0274 | Bitewings - Four Films | Each | |
| D0290 | Posterior - Anterior or Lateral Skull & Facial Bone Survey | Each | |
| D0330 | Panoramic Film | Each | |
| D0470 | Diagnostic Casts | Each | |

| I. ITEM NO. | II. DESCRIPTION | III. UNIT OF MEASURE | V. UNIT PRICE IN FIGURES \$ |
|-------------------|---|----------------------------|--------------------------------------|
| D1110 | Prophylaxis – Adult | Each | |
| D1120 | Prophylaxis | Each | |
| D1203 | Topical Application of Fluoride (Excluding Prophylaxis) | Each | |
| D1330 | Oral Hygiene Instruction | Each | |
| D1351 | Sealant - Per Tooth | Each | |
| D2110 | Amalgam - One Surface, Primary | Each | |
| D2120 | Amalgam - Two Surfaces, Primary | Each | |
| 02130 | Amalgam - Three Surfaces, Primary | Each | |
| 02131 | Amalgam - Four or More Surfaces, Primary | Each | |
| D2140 | Amalgam - One Surface, Permanent | Each | |
| D2150 | Amalgam - Two Surfaces, Permanent | Each | |
| D2160 | Amalgam - Three Surfaces, Permanent | Each | |
| D2161 | Amalgam - Four or More Surfaces, Permanent | Each | |
| D2330 | Resin - One Surface, Anterior | Each | |
| D2331 | Resin - Two Surfaces, Anterior | Each | |
| D2332 | Resin - Three Surfaces, Anterior | Each | |
| D2335 | Resin - Four Or More Surfaces Or Involving Incisal Angle (Anterior) | Each | |

| I. ITEM NO. | II. DESCRIPTION | III. UNIT OF MEASURE | V. UNIT PRICE IN FIGURES \$ |
|-------------------|---|----------------------------|--------------------------------------|
| D2385 | Resin - One Surface, Posterior – Permanent | Each | |
| D2751 | Crown, Porcelain/Base Metal | Each | |
| D2752 | Crown, Porcelain/Noble Metal | Each | |
| D2791 | Crown, Full Cast Base Metal | Each | |
| D2792 | Crown, Full Cast Noble Metal | Each | |
| D2920 | Recement Crowns | Each | |
| D2930 | Prefabricated Stainless Steel Crown - Primary Tooth | Each | |
| D2931 | Prefabricated Stainless Steel Crown - Permanent Tooth | Each | |
| D2940 | Sedative Filling | Each | |
| D2951 | Pin Retention - Per Tooth In Addition To Restoration | Each | |
| D2954 | Prefabricated Post And Core In Addition To Crown | Each | |
| D2970 | Temporary (Fractured Tooth) | Each | |
| D3110 | Pulp Cap - Direct (Excluding Final Restoration) | Each | |
| D3120 | Pulp Cap - Indirect (Excluding Final Restoration) | Each | |
| D3220 | Therapeutic Pulpotomy (Excluding Final Restoration) | Each | |
| D3310 | Anterior Root Canal (Excluding Final Restoration) | Each | |
| D3320 | Bicuspid Root Canal (Excluding Final Restoration) | Each | |
| D3330 | Molar Root Canal (Excluding Final Restoration) | Each | |

| I. ITEM NO. | II. DESCRIPTION | III. UNIT OF MEASURE | V. UNIT PRICE IN FIGURES \$ |
|-------------------|--|----------------------------|--------------------------------------|
| D3351 | Apexification/Recalcification - Initial Visit (Apical Closure/Calcific Repair Of Perforations, Root Resorption, Etc.) | Each | |
| D3352 | Apexification/Recalcification - Interim Medication Replacement (Apical Closure/Calcific Repair Of Perforations, Root Resorption, Etc.) | Each | |
| D3353 | Apexification/Recalcification - Final Visit (Includes Completed Foot Canal Therapy - Apical Closure/Calcific Repair Of Perforations, Root Restoration, Etc.) | Each | |
| D3410 | Apiceoectomy/Periradicular Surgery – Anterior | Each | |
| D3430 | Retrograde Filling - Per Root | Each | |
| D4210 | Gingivectomy or Gingivoplasty - Per Quadrant | Each | |
| D4211 | Gingivectomy or Gingivoplasty - Per Tooth | Each | |
| D4220 | Gingival Curettage, Surgical Per Quadrant, By Report | Each | |
| D4260 | Osseous Surgery (Including Flap Entry And Closure) - Per Quadrant | Each | |
| D4341 | Periodontal Scaling And Root Planing - Per Quadrant | Each | |
| D4355 | Full Mouth Prophy Debridement | Each | |
| D5110 | Complete Denture – Maxillary | Each | |

| I. ITEM NO. | II. DESCRIPTION | III. UNIT OF MEASURE | V. UNIT PRICE IN FIGURES \$ |
|-------------------|--|----------------------------|--------------------------------------|
| D5120 | Complete Denture – Mandibular | Each | |
| D5211 | Upper Partial - Resin Base (Including Any Conventional Clasps, Rests, and Teeth) | Each | |
| D5212 | Lower Partial - Resin Base (Including Any Conventional Clasps, Rests and Teeth) | Each | |
| D5214 | Lower Partial - Cast Metal Base With Resin Saddles (Including Any Conventional Clasps, Rests, Teeth) | Each | |
| D5410 | Adjust Complete Denture – Upper | Each | |
| D5411 | Adjust Complete Denture – Lower | Each | |
| D5421 | Adjust Partial Denture – Upper | Each | |
| D5422 | Adjust Partial Denture – Lower | Each | |
| D5510 | Repair Broken Complete Denture Base | Each | |
| D5520 | Replace Missing Or Broken Teeth - Complete Denture (Each Tooth) | Each | |
| D5610 | Repair Resin Saddle Or Base-Partial Denture | Each | |
| D5620 | Repair Cast Framework - Partial Denture | Each | |
| D5630 | Repair Or Replace Broken Clasp - Partial Denture | Each | |
| D5640 | Replace Broken Teeth - Per Tooth - Partial Denture | Each | |

| I. ITEM NO. | II. DESCRIPTION | III. UNIT OF MEASURE | V. UNIT PRICE IN FIGURES \$ |
|-------------------|--|----------------------------|--------------------------------------|
| D5650 | Add Tooth To Existing Partial Denture | Each | |
| D5660 | Add Clasp To Existing Partial Denture | Each | |
| D5730 | Reline Upper Complete Denture (Chairside) | Each | |
| D5731 | Reline Lower Complete Denture (Chairside) | Each | |
| D5740 | Reline Upper Partial Denture (Chairside) | Each | |
| D5741 | Reline Lower Partial Denture (Chairside) | Each | |
| D5750 | Reline Upper Complete Denture (Laboratory) | Each | |
| D5751 | Reline Lower Complete Denture (Laboratory) | Each | |
| D5760 | Reline Upper Partial Denture (Laboratory) | Each | |
| D5761 | Reline Lower Partial Denture (Laboratory) | Each | |
| D5820 | Interim Partial Denture (Upper) | Each | |
| D5821 | Interim Partial Denture (Lower) | Each | |
| D7110 | Extraction, Single Tooth | Each | |
| D7120 | Extraction, Each Additional Tooth | Each | |
| D7130 | Root Removal - Exposed Roots | Each | |
| D7210 | Surgical Removal of Erupted Tooth Requiring Elevation of Mucoperiosteal Flap And Removal Of Bone And/Or Section Of Tooth | Each | |

| I. ITEM NO. | II. DESCRIPTION | III. UNIT OF MEASURE | V. UNIT PRICE IN FIGURES \$ |
|-------------------|--|----------------------------|--------------------------------------|
| D7220 | Removal Of Impacted Tooth - Soft Tissue | Each | |
| D7230 | Removal Of Impacted Tooth - Partially Bony | Each | |
| D7240 | Removal Of Impacted Tooth - Completely Bony | Each | |
| D7241 | Removal Of Impacted Tooth - Completely Bony, With Unusual Surgical Complications | Each | |
| D7250 | Surgical Removal of Residual Tooth Roots (Cutting Procedure) | Each | |
| D7260 | Oral Antral Fistula Closure | Each | |
| D7270 | Tooth Re-Implantation And/Or Stabilization Of Accidentally Avulsed Or Displaced Tooth And/Or Alveolus | Each | |
| D7281 | Surgical Exposure Of Impacted Or Unerupted Tooth To Aid Eruption | Each | |
| D7310 | Alveoloplasty In Conjunction With Extractions - Per Quadrant | Each | |
| D7320 | Alveoloplasty Not In Conjunction With Extractions - Per Quadrant | Each | |
| D9110 | Palliative (Emergency) Treatment Of Dental Pan-Minor Procedures | Each | |
| D9310 | Consultation (Diagnostic Service Provided By Dentist Or Physician Other Than Practitioner Providing Treatment) | Each | |

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.

SECTION G: EXHIBITS

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

The most recent version can be located at: <https://thecarecouncil.org/resources/>

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.

(The remainder of page intentionally left blank.)

SERVICE CAPS/LIMITS* AND ELIGIBILITY

CORE SERVICES

| <u>Service Category</u> | <u>Cap/Limit</u> All limits are established per client per contract year beginning with the '07 program year unless otherwise indicated | <u>Eligibility Criteria</u> |
|--|--|--|
| AIDS Pharmaceutical Assistance/LPAP | No cap/limit established | HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) |
| Health Insurance Premium & Cost Sharing Assistance | Enrolled clients receive up to \$500 per month for co-pays and up to \$700 per month for COBRA, group and individual insurance premium payments, including dental insurance. Usual customary payments shall be made at the rate of \$275 per month for co-pays and \$400 per month for premiums. Higher benefit rates shall be paid when surplus funds accumulate from the unused funds of Enrolled Clients, at which point benefits shall increase up to \$500 per month for co-pays and up to \$700 per month for premiums. | HIV+, proof of residency, proof of income, income < 400% Federal Poverty level (FPL) The Part A Recipient has the authority to grant special exceptions and increase caps when necessary to ensure all Part A funds are utilized for the grant period. No special exceptions shall be granted for Part B funds. |
| Outpatient/Ambulatory Health Services (OAHS) | No limit on office visits or labs | HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) |
| Oral Health | \$4000 Covered services are limited to: exams, x-rays, fillings, extractions, cleanings (prophylaxis, scaling and root planing, gross debridement), dentures (partial or full) and oral health instruction. | HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) Recipient/Lead Agency consider exceptions on a case by case basis only if medically necessary. |
| Medical Case Management | \$3000 per program year | HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) Recipient/Lead Agency consider exceptions on a case by case basis |
| Mental Health Services | No cap/limit established | HIV+, proof of residency, proof of income, income <400% Federal Poverty level |

| <u>Service Category</u> | <u>Cap/Limit</u> | Eligibility Criteria |
|---------------------------|--|---|
| | All limits are established per client per contract year beginning with the '07 program year unless otherwise indicated | |
| | | (FPL) |
| Substance Misuse Services | No cap/limit established | HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) |

SUPPORT SERVICES

| <u>Service Category</u> | <u>Cap/Limit</u> | Eligibility Criteria |
|--|--|---|
| | All limits are established per client per contract year beginning with the '07 program year unless otherwise indicated | |
| Emergency Financial Assistance (EFA) | No cap/limit established | HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) |
| Food Bank Nutritional Supplements | No cap/limit established | HIV+, proof of residency, proof of income, income <150% Federal Poverty level (FPL) which includes a provision for waiver when required. |
| Health Education & Risk Reduction (HERR) | No cap/limit established | Available only to Minority AIDS Initiative (MAI) clients. HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) |
| Housing Services | Rent: three times per program year (each payment is one month or 30 days rent) Utility Payments: three times per utility type per program year (each payment is one month or 30 days of utility service) Utility Reconnect: one time only Late Fees: one time only Application Fees: one time only | HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) Exceptions to these limits may be granted by the Recipient due to extenuating circumstances, including services being necessary to prevent homelessness or utility shut off. |
| <u>Medical</u> Transportation | No cap/limit established | HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) |
| Non-Medical Case Management | No cap/limit established | HIV+, proof of residency, proof of income, income <400% Federal Poverty level (FPL) State Eligibility Rule 64D allows a one-time |

| | | |
|--|--|------------|
| | | exception. |
|--|--|------------|

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
Revised 6/1/11; 2/6/2013; 8/3/2016; 8/2/23

**Ryan White Part A Pro-Forma Agreement
HIV AGREEMENT WITH XXX., FOR THE PROVISION OF XXX 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., a non-profit corporation existing under the laws of the State of Florida, hereinafter referred to as PROVIDER, whose address is XXX, XXX, Florida 3XXXX.

W I T N E S S E T H

WHEREAS, Hillsborough County has been designated as the grantee agency to administer funding under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, as Amended by the Ryan White Care Act Amendments of 1996 (CARE Act), 2000, 2006 (Treatment Modernization Act), and 2009 Extension Act, and a new federal initiative for 2020: *Ending the HIV Epidemic: A Plan for America* in the Eligible Metropolitan Area (EMA) comprised of Hillsborough, Pinellas, Pasco and Hernando counties; 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 and their families as defined in the CARE Act through the Hillsborough County Health Care Services Department, hereinafter referred to as DEPARTMENT; and

WHEREAS, the West Central Florida Ryan White Care Council ("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); and

WHEREAS, the parties hereto, in recognition of their mutual responsibility for the community planning/program analysis and coordination services desire to enter into an agreement whereby the COUNTY reimburses the PROVIDER for authorized services. The services were previously provided under an Administrative Award (file number 20068) publicly advertised through the Procurement Service Department but due to the increase in funding now requires an Agreement; 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 community planning/program analysis and coordination services; and

WHEREAS, the Ryan White CARE Act has been renamed and is now known as the Ryan White Extension Act of 2009 and Title I is now referred to as Part A, and Title II is now referred to as Part B; 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, or the family members or caregivers of HIV positive persons if allowable) 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 Health Care Services Manager/Ryan White, 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 Health Care Services Manager/Ryan White and Accountant II, 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 Ryan White Extension Act, the PROVIDER agrees to participate in a coordinated continuum of care with other providers of CARE Act services and agrees not to use CARE Act funding to supplant other funding for the same or equivalent services funded herein.

E. The PROVIDER will establish internal grievance procedures in accordance with the CARE Act and 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 as applicable 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 based on Care Council reallocation of service dollars, 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.** Eligible services provided by PROVIDER before the effective date of the Notice of reduction or elimination of federal funds, shall be paid by COUNTY.

H. 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.

I. 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.

J. 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.

K. PROVIDERS must be registered in the Central Contractor Registration (CCR) and provide the DEPARTMENT with their **Unique Entity Identifier (UEI)** – the primary means of entity identification for federal awards. UEIs are issued by the federal government at SAM.gov. Proof of registration must be submitted annually upon contract renewal.

L. 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>.

M. PROVIDER must find eligible clients to serve on the Care Council. HRSA requires 33% of the membership to be made up of Ryan White consumers. Clients should not be Board Members or Employees of the PROVIDER, and they need to be receiving Ryan White Services of some type to meet the 33% threshold. Employees and Board Members may be on the Care Council, they just cannot be part of the 33% to meet the HRSA requirement.

N. 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.

O. 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:

- Identification of Individuals Unaware of Their HIV Status

- Inform individuals of their HIV status
- Refer to care/services
- 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 inverse 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.**

P. 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.

Q. The new Consent/Authorization form also includes sharing data with the State of Florida, Department of Health and other contracted providers listed on the Hillsborough County website at <https://www.hillsboroughcounty.org/en/residents/social-services/health-care-plan/ryan-white-rfa> as well as posted in the lobby or other conspicuous place such as a lab area or other common area of the PROVIDER clinic/offices that the client would have access to for the purposes of locating, initiating contact and offering assistance with linkage/re-engagement to HIV care and treatment.

ARTICLE II

Period of the Agreement

This Agreement shall commence for the period beginning March 1, 2023 and will remain in full force and effect up to and including February 28, 2024. At the sole option of the COUNTY, this Agreement may be renewed at the same terms and conditions herein for an additional period of four additional (1) year periods commencing March 1st annually.

ARTICLE III

Disbursement Rates and Requirements

A. The COUNTY will make payment to the PROVIDER for services rendered in accordance with the PAYMENT SCHEDULE attached as EXHIBIT II, which is incorporated by this reference. If for any reason it is determined by HRSA that funds are not being distributed appropriately or in a manner no longer acceptable, the DEPARTMENT may recover the funds from the PROVIDER immediately.

Reimbursement and Limitations on Use of Funds

B. The PROVIDER further understands and agrees that 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.

ARTICLE IV

Budgeting and Billing Requirements

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.

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.

Reimbursements/invoices shall be billed at the unit/deliverable rates established in Exhibit II, Payment Schedule. 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 to the DEPARTMENT. Supporting documentation for payment will be the Payment Memo and a brief narrative of work performed along with status updates on any configuration or enhancements being made.

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 parameters:

- (i). The Care Council has reallocated the funds per service category and per county based upon utilization during the program year;
- (ii). In any program year, the total amount of the reallocations under this delegation shall not exceed \$100,000 per service category and county;
- (iii). If the Care Council decreases to zero or stops funding a specific service category with a

county, the Director may decrease or delete funding unless such a decrease to zero has the effect of terminating this Agreement. Termination of this Agreement would require Board action; and

(iv). 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. 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 records required by the United States Department of Health and Human Services relating to this Agreement, or reasonably required by the County for the administration of this Agreement 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 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 (2003), 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: 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 applicable. The PROVIDER shall submit electronically one Annual Report for both funding sources, if required. 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 Federal reports or the Federal Grant Application.

D. Any PROVIDER which is a recipient or subrecipient of Federal grant funds 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 which is a recipient or subrecipient of Federal grant funds 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. According to HRSA, PROVIDER is a Vendor and the audit requirements are not applicable.

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. 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, if required by the Department. Absences of PROVIDER representatives, due to emergencies, may be excused by the DEPARTMENT.

G. The PROVIDER must abide by the minimum standards of care established by the Care Council. 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://www.hillsboroughcounty.org/hss/ryanwhite/>.

H. 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.

I. 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.

J. 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.
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.

K. WORK PRODUCT: Subject to the provisions of Article XXVIII, 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 excluding the Care Council without prior written consent of the COUNTY.

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, 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 or wrongful 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, other than a liability, loss, claim, demand, expense or action resulting from any breach by the Department of its obligations 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 or in the Contractor's state of organization 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

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 XIV

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 XV

Customer Satisfaction Survey

The PROVIDER will participate in the Customer Satisfaction Survey Program, if required by the Department, 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. The PROVIDER must participate in the Annual Assessment of the Administrative Mechanism (AAM) which is the Recipient Office, conducted by the external provider to comply with HRSA legislation.

ARTICLE XVI

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 XVII

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 XVIII

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"), as applicable. 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 XIX

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 XX

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.

ARTICLE XXIII

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 XXIV

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 XXV

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 XXVI

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 XXVII

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 XXVIII

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 XXIX

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 XXX

PROVIDER understands that it is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 USC 1857 (h), 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(l)(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.

PROVIDER is required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

“This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$(use current award) with (current #) percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.”

ARTICLE XXXI

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.

PROVIDER shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, P.L. 104-191, 45 C.F.R. 160 and Part 164, as amended.

ARTICLE XXXII

HILLSBOROUGH COUNTY NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Hillsborough County is required by federal and state laws to maintain the privacy of your health care information. The law also requires us to give you a Notice telling you about the law, your rights, and our privacy practices.

This notice went into effect June 1, 2017, and will continue until we replace it. You will find it and future Notices posted in our service locations, and on our Internet site

(<https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/hipaa/hipaa-notice-of-privacy-practices.pdf>).

HOW WE MAY USE OR DISCLOSE HEALTH INFORMATION

As a part of our day-to-day activities, Hillsborough County may need to create, receive, or keep medical information about you. To provide treatment, to handle billing and payment activities, and to manage our services, we may use and disclose (share) your protected health care information without first getting your written approval. Examples of how we might use or disclose your information include the following activities:

For Treatment: We may use Health Information about you to provide you with treatment-related health care services. We may use your medical information to arrange transportation and to coordinate the delivery of appropriate care through contracted providers. We might use your information to contract with Health Care Providers and Plans for medical treatment for members of Employee Benefit Plans. Your information may also be shared with the County's Business Associates in connection with treatment.

For Payment: We may use and disclose Health Information about you so that we or others may bill and receive payment from you, an insurance company or a third party for the treatment and services you received.

For Health Care Operations: We may use and disclose Health Information for health care operations purposes. These uses and disclosures are necessary to make sure that you receive

quality care, to verify that you are actually receiving the services that are scheduled and develop better ways to provide care. We may also disclose your health information to health plans that provide you insurance coverage and other health care providers that care for you. We may also use or disclose your information as necessary for legal, auditing, and management purposes.

OTHER USES AND DISCLOSURES OR SPECIAL SITUATIONS

As Required by International, Federal, State, or Local Law

To Avert a Serious Threat to Health or Safety of the Public or another Person

To Business Associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. For example, we may use another company to perform billing services on our behalf. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as permitted by the terms of an applicable Business Associate Agreement.

For Health Oversight Activities that include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

For Lawsuits, Disputes and Judicial Requests in response to a court or administrative order, or if you agree.

To Law Enforcement in response to a court order, subpoena, warrant, summons or similar process subject to all legal requirements.

For Research. Under certain circumstances, we may use and disclose health information to licensed researchers or care groups, who are under strict rules regarding how they use and disclose health information. For example, researchers or medical review members may use the information about individuals with your condition for a study to improve ways to treat or manage diseases.

For Public Health Risks in order to prevent or control disease, injury or disability; or report births, deaths, suspected abuse or neglect, non-accidental physical injuries, reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Other Uses and Disclosures When Required or Authorized by Law or if you Agree. We may disclose Health Information to the following when required or authorized by law or with your agreement: Coroners, medical examiners and funeral directors; organ and tissue donation organizations; the military; national security and intelligence activities; protective services to the President; workers' compensation issues; inmates or individuals in custody of a correctional institution or law enforcement official.

In the event of performing Underwriting Activities, we will not use or disclose any genetic information for underwriting purposes.

YOUR WRITTEN AUTHORIZATION IS REQUIRED FOR OTHER USES AND DISCLOSURES

The following uses and disclosures of your health information will be made only with your written authorization:

1. Uses and disclosures of health information for marketing purposes;
2. Disclosures that constitute a sale of your health information; and
3. Most uses and disclosures of psychotherapy notes.

Other uses and disclosures of Health Information not covered by this notice or the laws that apply to us will be made only with your written authorization. If you do give us an authorization, you may revoke it at any time by submitting a written revocation to our HIPAA Privacy Liaison and we will no longer disclose health information under the authorization. Any disclosure that we made in reliance on your authorization before you revoked it will not be affected by the revocation.

USES AND DISCLOSURES THAT REQUIRE US TO GIVE YOU AN OPPORTUNITY TO OBJECT

To a member of your family, a relative, a close friend or any other person you identify, if your Protected Health Information directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment.

To disaster relief organizations that seek your Protected Health Information to coordinate your care, or notify family and friends of your location or condition in a disaster. We will provide you with an opportunity to agree or object to such a disclosure whenever we practically can do so.

In the event of Fund Raising where you might be contacted asking for your help. If you advise us in writing that you do not wish to receive such communications, we will not use or disclose your information for these purposes.

YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU

Right to Inspect and Copy. You have a right to inspect and copy Health Information that may be used to make decisions about your care or payment for your care. This includes medical and billing records, other than psychotherapy notes. To inspect and copy this Health Information, you must make your request, in writing, to the address listed at the end of this notice. We have up to 30 days to make your Health Information available to you and we may charge you a reasonable fee for the costs of copying, mailing or other supplies associated with your request. We may deny your request under certain limited circumstances. If we do deny your request, you have the right to have the denial reviewed by a licensed healthcare professional who was not directly involved in the denial of your request, and we will comply with the outcome of the review.

Right to an Electronic Copy of Electronic Medical Records. If your Health Information is maintained in an electronic format (known as an electronic medical record or an electronic health record), you have the right to request that an electronic copy of your record be given to you or transmitted to another individual or entity. We will make every effort to provide access to your Protected Health Information in the form or format you request, if it is readily producible in such form or format. If the Protected Health Information is not readily producible in the form or format you request your record will be provided in either our standard electronic format or if you do not want this form or format, a readable hard copy form. We may charge you a reasonable, cost-based fee

for the labor associated with transmitting the electronic medical record.

Right to Get Notice of a Breach. You have the right to be notified upon a breach of any of your unsecured Protected Health Information.

Right to Amend. If you feel that the Health Information we have is incorrect or incomplete, you may ask us to amend the information. To request an amendment, you must make your request, in writing, with a description of the reason you want your record amended, to the address listed at the end of this notice. We may deny your request if: (1) we did not create the information, unless the person or entity is no longer available to make the amendment; (2) the information is not part of the Health Information we keep; (3) the information is not part of the Health Information which you would be permitted to inspect or copy; or (4) the information is accurate and complete. If we deny your request you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy.

Right to an Accounting of Disclosures. You have the right to request a list of certain disclosures we made of your Health Information for purposes other than treatment, payment and health care operations or for which you did not provide a written authorization. You must submit your request in writing to the HIPAA Liaison. It must state a time period, which may not be longer than six years. The first accounting of disclosures in any 12 month period will be free. Any additional requests within that same time period may be charged a reasonable cost.

Right to Request Restrictions. You have the right to request a restriction or limitation on the Health Information we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on the Health Information we disclose to someone involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not share information about a particular diagnosis or treatment with your spouse. To request a restriction, you must make your request, in writing and describe the restriction, to the address listed at the end of this notice.

We are not required to agree to your request unless you are asking us to restrict the use and disclosure of your Health Information to a health plan for payment or health care operation purposes and such information you wish to restrict pertains solely to a health care item or service for which you have paid "out-of-pocket" in full. If we agree, we will comply with your request unless the information is needed to provide you with emergency treatment or otherwise required by law.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location.

For example, you can ask that we only contact you by mail or at work. To request confidential communications, you must make your request, in writing, to the address listed at the end of this notice. Your request must specify how or where you wish to be contacted. We will accommodate reasonable requests.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice at our web site, <http://www.hillsboroughcounty.org/hipaa/home.html>.

CHANGES TO THIS NOTICE

We reserve the right to change this notice and make the new notice apply to Health Information we already have as well as any information we receive in the future. We will post a copy of our current notice at our locations and website.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the Department of Health and Human Services. To file a complaint with our office, contact the Hillsborough County HIPAA Compliance Officer, 601 E. Kennedy Blvd., 24th Floor, Tampa, Florida 33602, telephone 813-276-2742. **You will not be penalized for filing a complaint.**

REQUESTS

All requests must be made in writing and mailed to the HIPAA Compliance Officer, 601 E. Kennedy Blvd., 24th Floor, Tampa, Florida 33602.

ARTICLE XXXIII

Equal Opportunity Clause

The PROVIDER 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 PROVIDER 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 XXXIV

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 and/or MoveIT 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 ("EPHI") 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, if applicable, and Ryan White 2009 Extension Act guidelines applicable for Privacy, Confidentiality, Security and applicable records retention laws for any Ryan White 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 RWIS Protocols and Procedures as developed by the DEPARTMENT. The RWIS 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. Beyond that one year, the COUNTY shall not accept transactions that are not in the required HIPAA standard transaction format.

ARTICLE XXXV

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 Thousand Dollars (\$xXX.00)** annually.

ARTICLE XXXVI

The Stephen's Act

For the period beginning March 1, 2023 and for the remainder of the Agreement, the PROVIDER must use the following language when issuing statements, press releases, request for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or program funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to websites, manuals, toolkits, resource guides, case studies and issues briefs. The language to be used is:

"This (project/publication/program/website) (is/was) supported by the Health Recourses and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the office views of, nor an endorsement, by HRSA, HHS or the U.S. Government"

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: Cindy Stuart, 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. Purchasing Legal | Approval | Date |
| | <u>N/A</u> | _____ |
| | _____ | _____ |

ACKNOWLEDGEMENT FOR CORPORATION

For an acknowledgment in a representative capacity:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this ____ day of _____ 20____, by _____ as
(Name of Person)

_____ for _____.
(Title of Officer) (Name of Corporation)

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced _____

(Commission Number)

(Commission Expiration Date)

EXHIBIT I

SCOPE OF SERVICES

A. Services to be rendered by the PROVIDER under this Agreement include the following provision:

XXX

B. UNIT OF SERVICE: XXX

C. PROVIDER's Contract Coordinator for this contract:

- Name: XXX
- Address: XXX
- Phone/FAX: XXX

D. PROVIDER's contact person for processing reimbursement requests:

1. Name: Same as in paragraph C. of this EXHIBIT.
2. Address: Same as in paragraph C. of this EXHIBIT.
3. Phone/FAX: Same as in paragraph C. of this EXHIBIT.

E. PROVIDER's service location(s): Same as in paragraph C. of this EXHIBIT.

F. PROVIDER's operating hours: Monday & Friday: 8:00 AM to 5:00 PM

(The remainder of page intentionally left blank.)

EXHIBIT II

PAYMENT SCHEDULE

A. The maximum amount payable for XXX services under this Agreement is **XXX(\$XXX)**, which will be reimbursed at the rate of \$XXX per quarter or a lesser amount if billed less by the PROVIDER.

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.)

(Remainder of page intentionally left blank.)

EXHIBIT V

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:

- 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.
- 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.
- 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.
- 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.
- 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.

- In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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: Not required.

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

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 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.

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) (a),
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.

• I understand that a "person" as defined in Paragraph 287.133(1) (e), 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.

- 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

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> | |
|------------|-----------|--|
| _____ | _____ | 2. Provides the goods and services within a normal business operation. |
| _____ | _____ | 3. Provides similar goods and services within normal business operation. |
| _____ | _____ | 4. Operates in a competitive environment |
| _____ | _____ | 5. Provides goods or services that are ancillary to the operation of the Federal program |
| _____ | _____ | 6. 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: _____ | Grant Manager | | Date: _____ |