

**BALTIMORE CITY HEALTH
DEPARTMENT**

Ryan White Part A

Request for Proposal

Fiscal Year 2016

**Application Due
Date: *January 21,
2016***

**Pre-proposal Meeting:
*December 17, 2015***

*1001 E. Fayette St. Baltimore,
MD 21202*

Release Date: *Dec. 07, 2015*

Fiscal Agent RFP

PURPOSE

Baltimore City Health Department (BCHD), Ryan White (RW) Office is accepting proposals to support the BCHD Ryan White Office (Recipient). This guidance contains instructions for submitting an application for funding consideration and communicates information on specific requirements and expectations. The selected entity will provide a range of services to the Recipient, including financial services, contract execution, and fiscal monitoring. The selected entity will accept deposits, pay checks or issue electronic payments to sub-recipients, and conduct site visits. BCHD seeks to fund a proposal that demonstrates a proven successful track record of providing the services solicited. Proposals are expected to demonstrate a strong service record in providing comparable services and contain a realistic and reasonable budget.

PROGRAM AUTHORITY

The Ryan White Part A of Title XXVI of the Public Health Service Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2009 (Public Law 111-87), which includes Minority AIDS Initiative funds (hereafter referred to as the Ryan White HIV/AIDS Program).

PROGRAM GUIDELINES AND REQUIREMENTS

This is an open and competitive process.

Proposals must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

If the execution of work to be performed by your company requires the hiring of consultants you must clearly state this in your proposal. Consultants must be identified and the work they will perform must be defined, based on project, outcomes, deadline and hourly rate. Provide the names and addresses of the consultants. All hired consultants must follow the Office of Management and Budget regulations.

Applications under this announcement must be submitted electronically to Dr. Alberta Ferrari at alberta.ferrari@baltimorecity.gov no later than 11pm on January 21, 2016.

Proposals received after January 21, 2016 will not be considered. It is the responsibility of the applicant to ensure that a complete application is submitted by the due date and time. **BCHD will not accept applications delivered after the deadline.**

ELIGIBLE APPLICANTS

Eligible applicants must be registered and in good standing with the Maryland Department of Assessment and Taxation and must provide proof that they are tax-exempt under 501 (c) (3) of the U.S. Internal Revenue Code or a non-stock corporation. Priority will be given to

entities with office space dedicated to full-time operations that are located within the Baltimore Eligible Metropolitan Area (EMA).¹

Currently funded Ryan White Part A sub-recipients are not eligible to apply for funding under this announcement.

TIMELINE

RFP release date December 7, 2015.

Deadline for submission of proposals - January 21, 2016, are due no later than 11:00pm, EST.

Pre-proposal Meeting – December 17, 2015 at 2:30 pm

Proposals review – January 21, 2016.

During this time we may require interviews at our office with our evaluation team on or about January 25, 2016. You will be notified if this is requested.

Negotiations will begin immediately with the successful candidate and should conclude no later than February 19, 2016.

FUNDING LEVEL

The maximum funding award is \$475,000. Funding is contingent upon the availability of HRSA funds and approval of the budget and scope of work by BCHD. **Applications that propose a budget that exceeds the available funds stated will not be reviewed and receive no further consideration in the process.**

CONTRACT TERMS

Once an applicant is selected, the term of this contract will be for 1 year(s) with an option for 1 year renewal contingent on availability of funding received from the HRSA for federal Ryan White Part A funds, at the sole discretion of BCHD, based upon compliance with all contractual requirements and based upon contract performance.

Time and Effort Measurement for Staff Time Allocation

The applicant must have a process to validate time actually spent working on activities for employees with multiple time or responsibilities divided between funding sources. Payroll and fringe benefits must be based upon the percentage of time actually spent working on the Ryan White program, and this must be supported by time sheets that indicate the total hours worked in a pay period

BACKGROUND

The BCHD Ryan White Part A office will use the results of this process to award one contract. The contract from this process will be administered through BCHD.

The Ryan White HIV/AIDS Program is the federal program under the U.S. Department of Health and Human Services (DHHS) that funds services for individuals living with HIV/AIDS. Ryan White services are for those who have no health insurance, have insufficient health care coverage, or lack financial resources to get the care they need. It pays for care that is not covered by other programs like Medicaid and Medicare. The intent of the grant funds awarded to local and State areas is to get persons living with HIV/AIDS (PLWHA) into care early and retain them in care.

Ryan White funding is administered nationally by HRSA's HIV/AIDS Bureau. In Baltimore City, Part A money goes to the BCHD to manage the grant. The Recipient works with the Greater Baltimore Planning Council. The Council is a federally mandated community planning body for Ryan White Part A & Minority AIDS Initiative (MAI) funds in the Eligible Metropolitan Area (EMA). The Council is a 40-member, all-volunteer body, appointed by the Mayor of Baltimore City. The Council is appointed to plan and allocate funds for medical care and support services based on prioritized needs of persons living with HIV/AIDS as identified by needs assessments conducted in accordance with the legislative requirements and HIV/AIDS Bureau expectations for Part A and MAI. The Council accomplishes its work through a structure of committees. Each committee maintains minutes of its proceedings' and reports to the Council.

Part A funds may be used for outpatient/ambulatory medical care, AIDS drug assistance program (ADAP) treatments, AIDS pharmaceutical assistance (local), oral health care, early intervention services (EIS), health insurance premium & cost-sharing assistance, home health care, home and community-based health services, hospice services, mental health services, medical nutrition therapy, medical case management and outpatient substance abuse services. It has been determined that these services are essential to PLWHAs in order to stay in care and achieve quality medical outcomes.

FISCAL AGENT ROLE

The selected entity will serve as the fiscal agent for the Recipient. The fiscal agent shall be responsible for the acceptance, disbursement, accounting, reporting and monitoring of Part A, MAI and Clinical Quality Management (CQM) funds. The fiscal agent duties shall be performed in accordance with and governed by Office of Management and Budget circulars, the National Monitoring Standards and its policies and procedures.

FISCAL AGENT RESPONSIBILITIES

The fiscal agent will promote the RW mission, protect its accounts and control the outlays of the funds. The selected entity will provide services related to contract execution, grants management, general accounting and financial services, monitoring sub-recipients for fiscal integrity and providing technical assistance. All deliverables, tools, reports etc. will be subject to review and approval by BCHD prior to submission of the final product.

Scope of Services

Contract Services

- Execute annual contracts with selected sub-recipients within 60 days of receipt of the BCHD Notice of Grant Award.
- Communicate fiscal expectations and the grant requirements to sub-recipients.
- Obtain signed Certifications and Assurances from each sub-recipient.

Accounting services

- Maintain separate accounts and ledger for Part, MAI and CQM services.
- Provide disbursement of funds to sub-recipients within three days of receipt of funds at the direction of the Recipient.
- Ensure monthly expenditure reports from sub-recipients are based on actual expenditures
- Submit monthly reports to the Recipient reflecting project expenditures for the fiscal agent and sub-recipients.
- Maintain proper accounting records and adequate documentation.

Monitoring services

- Adopt policies of the National Monitoring Standards
- Conduct annual, comprehensive site visits to all funded sub-recipients.
- Submit a summary of findings to the sub-recipients and the Recipient within 45 days of the site visit.
- Respond to financial audit findings.
- Take any legally necessary actions to carry to ensure program compliance.

Technical Assistance

- Provide fiscal support and guidance to sub-recipients as needed.

Grant Reporting

- Prepare and submit monthly financial reports in the format prescribed by the Recipient to inform on expenditures, accounts payable, accounts receivable and balances.
- Prepare required federal reports associated with management of grant funds
- Provide reports to monitor fiscal performance of all sub-recipients.

- Respond to the financial sections of the annual federal application.
- Prepare year end reports and perform close-out expense reconciliations.

Recovery and Reimbursement

- Assist the Recipient with the recovery of funds paid to sub-recipients and subsequently disallowed.
- Reimburse the Recipient any disallowed funds that are collected from sub-recipients.

Transition

- Upon termination of this contract, if the selected entity does not bid or does not win the bid it agrees to work with the winning bidder for no less than 60 days from March 1 of that year, to transition the systems, processes and procedures to successfully carry out the fiscal agent functions.
- Budget and establish a plan with reasonable staff time to transition the functions from the incumbent fiscal agent.

FISCAL AGENT STAFFING REQUIREMENTS

The applicant must have at least five years of successful and relevant experience. Staff accounting staff should have a Bachelor of Arts degree or greater. At least one principal of the contractor's firm shall be a Certified Public Accountant (CPA) in Baltimore.

The Senior Accountant position cannot be vacant, as this position is essential to the administration of the program.

NARRATIVE REQUIREMENTS (Limit 10 pages)

INSTRUCTIONS FOR COMPLETING APPLICATIONS

Applications must be structured in order of the narrative requirements below. Respond to the required outlined criteria in a thorough and organized format that succinctly addresses the activities and staffing expectations as described in this RFP. ***Applicants MUST clearly document relevant experience rendering the service(s) for which they are proposing.***

ABSTRACT REQUIREMENTS (Limit 1 page)

The abstract(s) must include the ***full, legal*** name of the proposing organization; corporate/tax status of proposing organization (i.e., not-for-profit or non-stock); a brief description of the proposed services and the total budget.

COVER LETTER REQUIREMENTS (Limit 1 page) The Cover Letter must include the full, legal name of the proposing organization; corporate/tax status of proposing organization

(i.e., not-for-profit or for-profit); a brief description of the proposed services and the total budget.

TABLE OF CONTENTS - Include a table of contents (Not included in page limit)

Organizational Background and Experience (20 points)

- Provide a description of your organization, its relevant experience providing the services listed in the scope of services. Provide examples of types of contracts previously entered into, including type of contracting entity, and services provided.
- Summarize external evaluations conducted on your organization and/or operations during the past two years, include findings and corrective action taken.

Staffing (30 points)

- Indicate staff assigned to this contract, include the title, role and qualifications of staff.
 - Provide resumes or bios of assigned staff.
 - Include accounting or finance degrees
 - List experience with budgeting, accounting and fiscal oversight
- Provide an organization chart demonstrating how this program fits into the overall organization.
- Provide job descriptions for vacant positions along with a timetable for hiring.

Work plan (30 points)

- Using the scope of work above describe services to be provided that will ensure compliance with federal and state statutes, regulations, and generally accepted accounting principles.
- Summarize policies and procedures regarding internal controls, process for budget modification tracking of encumbered costs, processing of accounts payable including invoice review and reconciliation, include as Attachment A.

SUPPORT REQUESTED (20 points)

- Include a proposed line-item budget and a detailed budget narrative (see Appendix B for a sample budget narrative and budget forms).
- Provide the audited financial statement for the organization for 2014.

The budget should cover reasonable and necessary costs associated with executing the tasks above. Provide a thorough description of your organizations proposed operating budget, effective March 1, 2016 through February 28, 2017.

Complete all applicable budget forms that are in the Appendices B of this RFP. Include a detailed budget justification in line-item form for the funding period. Itemize all budget items and provide justification to support the cost. The following object class categories shall be itemized:

Personnel costs – provide salaries and wages for all staff supported on this budget; include position title, percent full time equivalency, annual salary, and the exact amount requested for person.

Fringe benefits - list fringe benefit components that comprise the fringe cost, for example health insurance, taxes, unemployment insurance, life insurance, retirement plan, tuition reimbursement. Fringe benefits should be directly proportional to that portion of personnel costs that are allocated for the project.

Equipment - list equipment type and costs, provide justification and status of current equipment when requesting funds for computers and furniture.

Supplies - provide the cost of pens, pencils and paper, etc.

Travel - list travel costs for local and long distance travel. For local travel, estimate the mileage rate, number of miles, reason for travel, and staff member completing the travel.

Subcontract - provide a clear explanation for each contract, how the costs were estimated, and the specific contract deliverables.

Other - list all costs that do not fit into the categories above here and provide an explanation of each cost.

Administrative Cost

No more than 10% of the budget can be allocated to administrative/indirect costs. If your organization has an Indirect Cost rate approved by a national agency; the rate of indirect cost is limited to 10%. Administrative costs are costs incurred for common objectives that benefit multiple programs of the applicant organization, or the organization as a whole, and as such are not readily assignable to a particular funding stream. Staff activities that are administrative in nature must be allocated to administrative costs. Administrative costs count against the 10 percent aggregate cost cap; service costs do not. The following are examples of administrative costs:

- Rent, utilities and other facility support costs
- Personnel costs and fringe benefits of staff members responsible for the management of the project such as the Project Director
- Telecommunications, including telephone, fax, pager
- Postage
- Liability insurance
- Office supplies
- Audits
- Payroll/accounting services
- Computer hardware/software
- Data collection activities

Additional Documents

- Copy of 501 (c) (3) or non-stock.
- List of Board of Directors including demographics and description of expertise.
- 2014 audited financial statement.

- Proof of liability and other pertinent insurances.
- Current Certificate of “Good Standing” from Maryland State Department of Assessment and Taxation – a copy can be obtained at https://sdatcert1.resiusa.org/certificate_net
- Cash flow commitment.
- Reference Letters.

Evaluation of Proposals

An objective, independent, and professional panel will review the proposals. Scoring will be on a point basis. Reviewers will submit written objective, unbiased evaluations for each application based on the review criteria established in this request for proposals. An independent review board is convened either via teleconference or face-to-face meeting to discuss and prepare a consolidated statement on the merits of each application. The finished product will assist program officials in making final award determinations.

The panel will consider the following criteria when evaluating the proposals.

Evaluation Criteria

Criterion 1 (20 points)

- Application contains a clear description of the services offered and the number of years in operation.
- Applicant demonstrated evidence of ability to perform functions described in the work plan.

Criterion 2 (30 points)

- The proposed staffing plan and staff qualifications and capability to provide efficient and effective services.
- The application contains an organizational chart of the entire organization and shows how this program fits into the overall organizational scheme.
- The application contains job descriptions or resumes containing the required skills and qualifications, for each person involved in the delivery of service.

Criterion 3 (30 points)

- The proposal clearly describes policies and procedures that are adequate to ensure fiscal integrity.
- The applicant is in good standing and is fiscal dependable, as determined by the financial history and recent audited statements. An adequate corrective action plan is presented to address audit findings..

Criterion 4 (20 points)

- The budget narrative contains clear justification for all costs. The budget is reasonable and consistent with the work plan.
- The proposal adheres to the format and requirements set forth in the RFP.
- All required documents were submitted.

COMPLIANCE WITH LAWS, STATUTES, ORDINANCES AND EXECUTIVE ORDERS

FEDERAL GUIDELINES

The selected applicant must abide by the federal assurances, certifications and cost principles applicable to federal grant monies; and special conditions applicable to Ryan White grant funding, including the Ryan White HIV/AIDS Treatment Modernization Act. For additional information, see

<http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html>. Federal Policies & Guidelines clarifying the use of Ryan White HIV/AIDS Treatment Modernization Act Part A Funds, available at the DHHS HRSA website:

<http://hab.hrsa.gov/manageyourgrant/policiesletters.html>.

For the selected applicant, the following contract provisions in this section will be included in an agreement and may be updated as needed at the discretion of the City. For the following sections, the Mayor and City Council of Baltimore by and through its Health Department are referred to as the “DEPARTMENT” and the selected applicant is referred to as the “PROVIDER.”

REIMBURSEMENT, BUDGET, PAYMENT

1. Reimbursement. The DEPARTMENT shall reimburse the PROVIDER for satisfactorily rendering the services, in the sole discretion of the DEPARTMENT, described hereunder in an amount not to exceed the agreed upon amount for the term. Any expenses/costs incurred by the PROVIDER in excess of this amount shall be the sole responsibility of the PROVIDER. The actual amount of funding to be paid to the PROVIDER depends upon the actual services provided. Any funds advanced to the PROVIDER prior to the execution of the Agreement are subject to the terms and conditions of this Agreement. The PROVIDER agrees that all expenditures are to be made in accordance with the terms and conditions of the funding source identified keeping with the scope of services within the agreed upon budget.

2. Payment. Subject to the appropriation of funds, the DEPARTMENT shall use reasonable efforts to make payment under this Agreement within thirty (45) days of presentation of a request for payment by the PROVIDER. The PROVIDER'S request for payment shall be made timely on a basis no more frequent than monthly, and shall indicate the time periods and services for which payment is requested, and shall adhere to instructions and format, including specific forms, if any, required by the DEPARTMENT.

PROFESSIONAL RESPONSIBILITY

The PROVIDER, its employees, agents, subcontractors, and affiliates shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.

The PROVIDER warrants that it, its employees, agents, subcontractors, and affiliates are authorized by law to engage in the performance of the services of this Agreement. The PROVIDER shall ensure that it, its employees, agents, subcontractors and affiliates have all required licenses and certifications to provide services under this Agreement.

REPORTING

The PROVIDER shall comply with all requirements of the DEPARTMENT and the funding source(s) for reporting of the services provided under this Agreement. Upon request of the DEPARTMENT, the PROVIDER shall provide draft copies of any reports and/or document deliverables for the DEPARTMENT'S review and approval prior to the PROVIDER'S finalization of the reports and/or document deliverables. If such reports and/or document deliverables do not meet the approval of the DEPARTMENT, it will be the responsibility of the PROVIDER to address any changes to meet the satisfaction of the DEPARTMENT at no additional cost to the DEPARTMENT.

INSURANCE

The PROVIDER shall not commence work under this Agreement until it has obtained all the insurance required under this section. Further, such insurance shall remain in force during the life of this Agreement. The PROVIDER shall name the Mayor and City Council of

Baltimore as additional insured on all policies. The PROVIDER, at its sole expense, shall procure and maintain during the life of this Agreement the following required insurance coverage:

Professional Liability, Errors and Omissions Insurance, with annual, aggregate limits of no less than Three Million Dollars (\$3,000,000), pertaining to services rendered by professionals on behalf of the PROVIDER. If coverage is purchased on a "claims made" basis, the PROVIDER warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Said policy shall be for services performed, pursuant to this Agreement, either directly or indirectly, which involve or require professional services. "Professional Services" for purposes of this Agreement shall mean any services provided by a licensed professional.

Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. With those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is required. This policy shall include broad form property damage if the PROVIDER uses any City of Baltimore owned facility (or facilities). Such insurance shall include (a) contractual liability insurance and (b) sexual and/or physical abuse liability coverages.

Business Automobile Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.

Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable federal or "other state's" state law.

The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as an additional insureds as respects to liability arising out of any activities performed by or on behalf of the PROVIDER in connection with this Agreement.

The PROVIDER's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

To the extent of the PROVIDER's negligence, the PROVIDER's insurance coverage shall be primary insurance as respects the CITY, its elected/appointed officials, employees, and

agents from any liability arising out of the PROVIDER's performance of the services hereunder. Any insurance and/or self-insurance maintained by the CITY, its elected/appointed officials, employees, or agents shall not contribute with the PROVIDER's insurance or benefit the PROVIDER in any way.

Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the CITY. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII and said insurers must be licensed/approved to do business in the State of Maryland.

The PROVIDER shall furnish to the CITY a "Certificate of Insurance", with a copy of the additional insured endorsement as verification that coverage is in force. The CITY reserves the right to require complete copies of insurance policies at any time.

Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided however, that no act or omission of the CITY shall in any way limit, modify or affect the obligations of the PROVIDER under any provision of this Agreement.

The PROVIDER shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.

If the PROVIDER is self-insured for any of the above requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference herein, and shall constitute compliance with this section. Any deductibles or self-insured retentions must be declared to and approved by the CITY, and shall be the sole responsibility of the PROVIDER.

FIDELITY BOND

The PROVIDER, at its sole expense, shall secure a fidelity bond to insure the DEPARTMENT against any and all loss of funds provided hereunder due to misuse, mismanagement, and/or theft of such funds by the PROVIDER, its officers, employees, agents or assigns. The

amount of this bond shall be thirty-three percent (33%) of the reimbursement award provided for in this Agreement.

INDEMNIFICATION

The PROVIDER shall indemnify, defend and hold harmless the CITY, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the CITY, its elected/appointed officials, employees, agents and volunteers, arising as a result of any activities caused by the direct or indirect, willful, or negligent act or omission of the PROVIDER, its officials, employees, agents, volunteers or contractors arising out of this Agreement.

In the event of any liability claim against the PROVIDER or its personnel, the PROVIDER and its personnel shall not seek to join the CITY or any of its elected/appointed officials, employees, agents, or volunteers in such action or hold such responsible in any way for legal protection of the PROVIDER and/or its personnel.

TERMINATION

1. Termination for Convenience.

Either party may terminate this Agreement by giving to the other party written notification thereof at least thirty (30) days prior to termination. Upon termination, the parties hereto agree that any adjustments necessary shall be forthwith made and all monies due for services satisfactorily rendered, is the sole discretion of the DEPARTMENT, prior to termination shall be paid within sixty (60) days of the date of termination. Any funds advanced to the PROVIDER for services not yet rendered shall be returned to the DEPARTMENT within sixty (60) days of the date of termination. The DEPARTMENT shall not be obligated to pay for any services rendered by the PROVIDER after the effective date of termination pursuant to this section.

2. Termination for Cause.

If the PROVIDER fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, the DEPARTMENT shall have the right to terminate the Agreement upon written notice thereof and specifying an effective date of termination. The DEPARTMENT may, in its sole discretion, allow the PROVIDER a specified time period in which to cure a breach and/or otherwise correct and/or improve its performance to the DEPARTMENT'S satisfaction. The parties agree that they shall make good faith efforts in the performance of this Agreement. The DEPARTMENT shall not be

obligated to pay for any services rendered by the PROVIDER after the effective date of termination pursuant to this section.

3. Termination for Lack of Funds.

In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the DEPARTMENT may immediately terminate or amend this Agreement. The DEPARTMENT shall not be obligated to pay for any services rendered after the PROVIDER has received written notice of termination pursuant to this section.

MODIFICATIONS AND AMENDMENTS

Modifications to the terms of the Agreement and to program content and/or budget are to be made in accordance with the DEPARTMENT, and if applicable, State of Maryland and/or federal government guidelines and policies. Any and all modifications to the terms of the Agreement and the services and/or cost of the services to be performed shall be in writing and made by addendum(a) setting forth the modifications/amendments, which must be approved in writing by the Board of Estimates of the City of Baltimore.

ASSIGNMENT

The PROVIDER shall not assign this Agreement, except in writing and with the prior written approval of the DEPARTMENT and the Board of Estimates of Baltimore City, which approval shall be subject to such conditions and provisions, as the DEPARTMENT may deem necessary. This Agreement shall be incorporated by reference into any assignment; any assignee shall comply with all of the provisions of this Agreement; and unless expressly provided herein, such approval shall in no manner or event be deemed to impose any obligation upon the DEPARTMENT in excess of the funding provided herein.

SUBCONTRACTING

The PROVIDER shall not enter into any subcontract for any of the services contemplated under this Agreement, except in writing and with the prior written approval of the DEPARTMENT. Such approval shall include the review and acceptance by the DEPARTMENT of the proposed sub-contractual arrangement between the PROVIDER and the subcontractor.

RETENTION OF RECORDS

1. The PROVIDER and its contractors shall maintain and retain all records and other documents related to this Agreement for a period of three (3) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations,

whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the DEPARTMENT. The PROVIDER shall make such records and documents available for inspection and audit at any time to authorized representatives of the DEPARTMENT, and if applicable to state and/or federal government authorized representatives. If the PROVIDER should cease to exist, custody of all records related to this Agreement will be transferred to the CITY.

2. The PROVIDER agrees to establish and maintain on a current basis:

- a. General Journal;
- b. General Ledger;
- c. Cash Disbursement Journal;
- d. Payroll Register;
- e. Time and Attendance Records;
- f. Cumulative Leave Records;
- g. Maintain accounts receivable, accounts payable and equipment ledgers;
- h. Monthly Reconciliation of Bank Accounts;
- i. Monthly Reconciliation of Petty Cash Accounts; and
- j. Monthly Trial Balance.

3. The PROVIDER further agrees that:

- a. All checks shall be supported by official documentation;
- b. All checks in excess of \$500.00 shall require at least two signatures;
- c. All contract expenditures for service shall be supported by approved documentation; and
- d. Individual Personnel File folders shall be maintained and shall contain all individual personnel actions.

AUDIT

The DEPARTMENT requires each of its providers to have an annual audit at its own (provider's) expense to coincide with its fiscal year to be performed by an independent audit firm. Each provider shall have the appropriate audit in accordance with its status pursuant to the following criteria:

If a not for profit provider receives \$750,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on its fiscal year in compliance with the requirements of OMB A-133 as promulgated by the United States Office of Management and Budget. [See https://www.whitehouse.gov/omb/circulars_default] If the provider receives less than \$750,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform a financial statement audit based on its fiscal year. The PROVIDER shall submit an original bound audit report and all management letters to the DEPARTMENT within nine months after the end of its fiscal year. The CITY reserves the right to engage an auditor and the Baltimore City Department of Audits also reserves the right to perform OMB Circular A-133 audits on the PROVIDER. Furthermore, the PROVIDER must ensure that any independent auditor engaged to perform their OMB Circular A-133 audit is qualified and meets Government Auditing Standards.

If a for profit provider receives \$750,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on its fiscal year in compliance with the requirements of OMB A-110 as promulgated by the United States Office of Management and Budget. If the provider receives less than \$750,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform a financial statement audit based on its fiscal year. The PROVIDER shall submit an original bound audit report and all management letters to the DEPARTMENT within nine months after the end of its fiscal year.

Irrespective of the amount of the award and of the particular audit requirements, the DEPARTMENT has the right to perform periodic fiscal and programmatic reviews and audits of the records and books of the PROVIDER. The DEPARTMENT also has the right to request the Baltimore City Department of Audits to perform a review or an audit of the PROVIDER.

The PROVIDER shall send the appropriate audit report to the Fiscal Monitoring Supervisor, Fiscal Monitoring Unit, of the DEPARTMENT.

The PROVIDER shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by city, state, or federal auditors or their designated

representatives, and reviewed by the PROVIDER. The PROVIDER will be billed by the DEPARTMENT for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the DEPARTMENT may offset the current fiscal year award or subsequent year award by the amount of such audit disallowance.

PUBLICITY

Prior to any advertising, publicity, or promotional materials initiated by the PROVIDER relating to the services under this Agreement, the PROVIDER shall obtain prior written approval regarding such promotional materials from the DEPARTMENT before such materials can be released. Materials shall be presented to the DEPARTMENT for prior written approval and shall be returned to the PROVIDER in a timely manner.

All publications shall state the publication was made possible by the specific grant from the Baltimore City Health Department and if applicable, the source of state and/or federal funding. Further, the publication should include a disclaimer stating that the publication's contents are solely the responsibility of the authors and do not necessarily represent the official view of the Baltimore City Health Department and if applicable, the source of state and/or federal funding.

All conference grant materials, including promotional materials, the agenda and any internet sites that advertise a conference shall acknowledge the source of funding for the conference. Further, that acknowledgement shall be accompanied by a disclaimer indicating the information provided or views expressed at the conference, whether orally or in writing, or in any documents resulting from the conference, do not necessarily reflect the official views of the source providing the funding support or imply endorsement by the source of funding.

COMPLIANCE WITH CONFIDENTIALITY LAWS

The PROVIDER agrees that any confidential information received from the DEPARTMENT or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of the DEPARTMENT or pursuant to applicable federal, state, or local laws. The provisions of this section shall remain binding upon the PROVIDER after the termination of this Agreement.

The PROVIDER shall comply with all applicable federal and state confidentiality requirements regarding the collection, maintenance, use and disclosure of health information. This includes, where appropriate, (1) the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq. and implementing regulations at 45

CFR parts 160 and 164) as amended, (2) the Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. 290dd-2, as implemented at 42 CFR part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General § 4-301 et seq.) as amended.

COMPLIANCE WITH LAWS

The PROVIDER hereby represents and warrants that:

It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

It shall comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;

It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement; and

The PROVIDER's violation of the above representations and warranties shall entitle the DEPARTMENT to terminate this Agreement immediately upon delivery of written notice of termination to the PROVIDER.

CRIMINAL BACKGROUND CHECKS

The PROVIDER covenants and agrees that it and its subcontractors will conduct a criminal background check of all of its employees, agents, and volunteers prior to commencing work under this Agreement. All costs of the criminal background check shall be borne by PROVIDER or its subcontractors. As applicable pursuant to Md. Code Ann. Family Law Article, §5-560 et seq., the PROVIDER and its subcontractors shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the PROVIDER and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual.

NONDISCRIMINATION

The PROVIDER shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination except where a particular occupation or position reasonably

requires consideration of these attributes as an essential qualification for the position. The PROVIDER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

PROVIDER shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. PROVIDER shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. PROVIDER understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Upon the CITY's request, and only after the filing of a complaint against PROVIDER pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, PROVIDER agrees to provide the CITY, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that PROVIDER has used in the past 4 years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by PROVIDER for each subcontract or supply contract. PROVIDER agrees to fully cooperate in any investigation conducted by the CITY pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. PROVIDER understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

MINORITY AND WOMEN'S BUSINESS OPPORTUNITY REQUIREMENTS

Article 5, Subtitle 28 of the Baltimore City Code, as amended, is incorporated into this Agreement by reference. If applicable, the failure of the PROVIDER or its subcontractor to comply with this Subtitle is a material breach of this Agreement. The PROVIDER shall (i) fulfill Program commitments submitted with the bids; (ii) continue to make good faith efforts to utilize minority and women's business enterprises; and (iii) maintain records reasonably necessary for monitoring compliance with this subtitle. The PROVIDER is

encouraged to use the MBE/WBE Directory available from the Minority and Women's Business Opportunity Office which can be contacted on 410-396-4355.

UNFAIR LABOR PRACTICES

Notwithstanding any other provisions in instant Agreement, PROVIDER shall comply with the terms of the Board of Estimates of Baltimore City Resolution dated June 29, 1994 (if applicable) which states as follows:

1. Contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.
2. Contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.
3. If the Board of Estimates of Baltimore City determines that a contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said contractor, or subcontractor will be disqualified from bidding on CITY contracts, and if they are currently completing contracts, they will be found in default of their contracts.

LOCAL HIRING LAW (If over \$300,000)

Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below:

- A. The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor's Office of Employment Development ("MOED") grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.
- B. Within two (2) weeks of the Board of Estimate's award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: www.oedworks.com.

C. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.

D. For all contracts subject to the Local Hiring Law, the contractor shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

CONFLICT OF INTEREST

PROVIDER shall not allow any officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, to have any personal financial interest, direct or indirect, in this Agreement.

INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder that the PROVIDER is an independent contractor and not an employee of the CITY. No statement contained in this Agreement shall be construed so as to find the PROVIDER or any of its employees, subcontractors, servants, or agents to be employees of the CITY, and they shall be entitled to none of the rights, privileges, or benefits of employees of the CITY.

Appendix A

Ryan White HIV/AIDS Treatment Modernization Act of 2006 Definitions for Eligible Services

Core Medical Services

Core medical services are a set of essential, direct health care services provided to persons living with *HIV/AIDS* and specified in the Ryan White HIV/AIDS Treatment Modernization Act of 2006.

Outpatient/ambulatory medical care includes the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, nurse practitioner or other health care professional who is certified in their jurisdiction to prescribe Antiretroviral (ARV) therapy in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not considered outpatient settings. Services include diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). Primary medical care for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's (PHS) guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

Local AIDS pharmaceutical assistance (APA, not ADAP) are local pharmacy assistance programs implemented by a Part A, B, or C Grantee or a Part B Grantee consortium to provide *HTV/AIDS* Medications to clients. These organizations may or may not provide other services (e.g., primary care or Case management) to the clients that they serve through a Ryan White HIV/AIDS Program contract with their grantee.

Programs are considered APAs if they provide *HIV/AIDS* medications to clients and meet all of the following criteria:

- Have a client enrollment process;
- Have uniform benefits for all enrolled clients;
- Have a record system for distributed medications; and
- Have a drug distribution system.

Programs are not APAs if they dispense medications in one of the following situations:

- As a result or component of a primary medical visit;
- On an emergency basis (defined as a single occurrence of short duration); or
- By giving vouchers to a client to procure medications.

Local APAs are similar to AIDS Drug Assistance Programs (ADAPs) in that they provide medications for the treatment of HIV disease. However, local APAs are not paid for with Part B funds "earmarked" for ADAP.

Oral health care includes diagnostic, preventive, and therapeutic services provided by general dental Practitioners, dental specialists, dental hygienists and auxiliaries, and other trained primary care Providers.

Early intervention services for Parts A and B include counseling individuals with respect to my/AIDS; Testing (including tests to confirm the presence of the disease, tests to diagnose the extent of immune Deficiency, and tests to provide information on appropriate therapeutic measures); referrals; other Clinical and diagnostic services regarding my/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and provision of therapeutic measures.

Health insurance premium & cost sharing assistance is the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, copayments, and deductibles.

Home health care is the provision of services in the home by licensed health care workers, such as nurses and the administration of intravenous and aerosolized treatment, parenteral feeding, diagnostic testing and other medical therapies.

Home and community-based health services includes skilled health services furnished to the individual in the individual's home, based on a written plan of care established by a case management team that includes appropriate health care professionals. Services include: durable medical equipment; home health aide services and personal care services in the home; day treatment or other partial hospitalization services; home intravenous and aerosolized drug therapy (including prescription drugs administered as part of such therapy); routine diagnostics testing administered in the home; and appropriate mental health, developmental, and rehabilitation services.

NOTE: Inpatient hospital services, nursing homes, and other long-term care facilities are not included as home and community based health services.

Hospice services are end-of-life care provided to clients in the terminal stage of an illness. It includes room, board, nursing care, counseling, physician services, and palliative therapeutics. Services may be provided in a residential setting, including a non-acute care section of a hospital that has been designated and staffed to provide hospice services.

Mental health services are psychological and psychiatric treatment and counseling services for individuals with a diagnosed mental illness. These services are conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, and licensed clinical social workers.

Medical nutrition therapy is provided by a licensed registered dietitian outside of primary care visit. The provision of food, nutritional services and nutritional supplements may be provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietitian.

Nutritional services not provided by a licensed, registered dietician shall be considered a support service. Food, nutritional services and supplements not provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietician also shall be considered a support service.

Medical case management services (including treatment adherence) are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include: (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic reevaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.

Substance abuse services (outpatient) is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting by a physician or under the supervision of a physician, or by other qualified personnel.

3. Support Services

Support services are a set of services needed to achieve medical outcomes that affect the HIV-related clinical status of person living with HIV/AIDS.

Case management services (non-medical) include the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments.

Child care services are the provision of care for the children of clients who are HIV-positive while the clients are attending medical or other appointments or attending RWHAP-related meetings, groups, or training. This does not include child care while the client is at work.

Pediatric developmental assessment and early intervention services are the provision of professional early interventions by physicians, developmental psychologists, educators, and others in the psychosocial and intellectual development of infants and children. These services involve the assessment of an infant or a child's developmental status and needs in relation to the education system, including early assessment of educational intervention services. They include comprehensive assessment, taking into account the effects of chronic conditions associated with HIV, drug exposure, and other factors. Provision of information about access to Head Start services, appropriate educational settings for HIV-affected clients, and education/assistance to schools also should be reported in this category.

NOTE: Only Part D programs are eligible to provide pediatric developmental assessment and early intervention services.

Emergency financial assistance is the provision of short-term payments to agencies or the establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication, when other resources are not available. Part A and Part B programs must allocate, track, and report these funds under specific service categories as described under 2.6 in the Division of Service Systems Program Policy Guidance No.2 (formerly Policy No. 97-02).

Food bank home-delivered meals are the provision of actual food or meals. It does not include finances to purchase food or meals, but may include vouchers to purchase food. The provision of essential household supplies, such as hygiene items and household cleaning supplies, also should be included in this item.

Health education/risk reduction is the provision of services that educate clients living with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes the provision of information about medical and psychosocial support services and counseling to help clients living with HIV improve their health status.

Housing services are the provision of short-term assistance to support emergency, temporary, or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services, such as residential mental health services, foster care, or assisted living residential services.

Legal services are the provision of services to individuals with respect to powers of attorney, do-not resuscitate orders, and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White HIV/AIDS Program.

NOTE: Legal services do not include any legal services to arrange for guardianship or adoption of children after the death of their normal caregiver.

Linguistics services include the provision interpretation and translation services, both oral and written.

Medical transportation services are conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.

Medical transportation is classified as a support service and is used to provide transportation for eligible Ryan White HIV/AIDS Program clients to core medical services and support services. Medical transportation must be reported as a support service in all cases, regardless of whether the client is

transported to a medical core service or to a support service.

Outreach services are programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status (i.e., case finding) so that they may become aware of, and may be enrolled in, care and treatment services. Outreach services do not include my counseling and testing or HIV prevention education. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with my infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.

Permanency planning is the provision of services to help clients/families make decisions about the placement and care of minor children after the parents/caregivers are deceased or are no longer able to care for them.

Psychosocial support services are the provision of support and counseling activities, child abuse and neglect counseling, HN support groups, pastoral care, caregiver support, and bereavement counseling. It includes nutrition counseling provided by a non-registered dietitian, but it excludes the provision of nutritional supplements.

Referral for health care/supportive services are the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals for health care/supportive services that were not part of ambulatory/outpatient medical care services or case management services (medical or non-medical) should be reported under this item. Referrals for health care/supportive services provided by outpatient/ambulatory medical care providers should be included under outpatient/ambulatory medical care service category. Referrals for health care/supportive services provided by case managers (medical and non-medical) should be reported in the appropriate case management service category, Medical Case Management or Case management (non-medical).

Rehabilitation services are services provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client's quality of life and optimal capacity for self-care. Services include physical and occupational therapy, speech pathology, and low vision training.

Respite care is the provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client living with my/AIDS.

Substance abuse services (residential) are the provision of treatment to address substance abuse problems (including alcohol and/or legal and illegal drugs) in a residential health service setting (short-term).

NOTE: Part C programs are not eligible to provide substance abuse services (residential).

Treatment adherence counseling is the provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments by non-medical personnel outside of the medical case management and clinical setting.

Appendix B

Budget Forms



BCHD432 A-I



BUDGET NARRATIVE
FORM