



# Request for Proposals (RFP) for

*HIV Prevention Services CDC-RFA-PS24-0047*

*High Impact HIV Prevention and Surveillance  
Programs for Health Departments*

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## Table of Contents

### *A. Introduction*

### *B. Background*

### *C. Award Information*

1. Award Range
2. Grant Period
3. Eligible Applicants

### *D. Scope of work*

1. HIV Prevention Activities
2. Priority Populations and High Prevalence Zip Codes
3. Partnerships and Collaborations

### *E. Reporting Requirements*

### *F. Proposal Timeframe and Specifications*

1. Letter of intent
2. Proposal Submission
3. Schedule
4. Program Requirements
5. Required Assurances and Agreements

### *G. Proposal Instructions*

1. Proposal Format
2. Additional Required Documents

### *H. Review Process*

## Appendices

**Appendix A:** Application Checklist – required for application

**Appendix B:** Baltimore City Health Department Form 437 Request for Payment, 438 Expenditure Report, and 440 Annual Report-For informational purposes only

**Appendix C:** Baltimore City Health Department Provider Agreement-For informational purposes only

**Appendix D:** Budget Narrative Template – required for application

**A. INTRODUCTION**

The National Center for HIV, Viral Hepatitis, STD, and TB Prevention at the Centers for Disease Control and Prevention (CDC) released a Notice of Funding Opportunity (NOFO) in April 2024, for a cooperative agreement for health departments to implement an integrated HIV surveillance and prevention program, PS 24-0047 *High-Impact HIV Prevention and Surveillance Programs for Health Departments*. The purpose of this NOFO is to implement a comprehensive person-centered HIV prevention and surveillance program to prevent new HIV infections and improve the health of people with HIV. The NOFO prioritizes increasing knowledge of HIV status, reducing HIV transmission, preventing new HIV infections, improving linkage to care and viral suppression, and maintaining the elimination of perinatal transmission. Baltimore City Health Department (BCHD) is providing opportunities for community organizations to conduct some aspects of the HIV Prevention activities required in this NOFO, through this RFP.

**Proposals to this RFA should focus on at least two HIV PREVENTION ACTIVITY areas in their application. Applicants should select at least one PRIORITY POPULATION and two HIGH PREVALENCE ZIP CODES where the HIV prevention activities will be focused.** (Activities for the priority populations do not need to occur solely in priority zip codes; they can occur across Baltimore City.) HIV Prevention Activities, priority populations, and zip codes are listed below. More details are provided in the scope of work.

<b>HIV PREVENTION ACTIVITY</b> Proposals should identify <b>at least 2</b> of the following:	<b>PRIORITY POPULATIONS</b> Proposals should identify <b>at least 1</b> of the following:	<b>PRIORITY ZIP CODES</b> Proposals should identify <b>at least 2</b> of the following:
<b>Activity A:</b> HIV Testing <b>Activity B:</b> Linkage to and Retention in HIV Care <b>Activity C:</b> Initiation of rapid HIV treatment <b>Activity D:</b> Increasing PrEP and/or PEP coverage <b>Activity E:</b> Prevention of perinatal transmission of HIV <b>Activity F:</b> Community engagement and social marketing efforts to increase awareness and reduce stigma of HIV <b>Activity G:</b> Other allowable activities related to HIV Prevention	<ul style="list-style-type: none"> <li>• Men who have Sex with Men (MSM)</li> <li>• African American Women</li> <li>• Latinx/Hispanic</li> <li>• Transgender Persons</li> <li>• Youth and Young Adults between 13-29 years old</li> <li>• Seniors and long-term HIV survivors</li> <li>• Pregnant People</li> <li>• Named or Un-named Partners of HIV Positive Persons</li> </ul>	21215 21217 21224 21202 21213 21223 21225

**B. BACKGROUND**

According to the most recent Maryland Annual HIV Epidemiological Profile (2022), published by the Maryland Department of Health (MDH), there were 751 reported

HIV diagnoses in the state, and Baltimore City had the highest rate of HIV diagnoses in 2022 (32.6). Across the state, Non-Hispanic Black people accounted for the highest number of HIV diagnoses (528, 70.3%) and the highest rate (33.3). While people aged 20-39 years accounted for the highest number of HIV diagnoses and the highest rate (486, and 30, respectively), male-to-male sexual contact accounted for the highest number (416, 55.3%) of HIV diagnoses, and those assigned male at birth accounted for the highest number (563, 75.0%) of HIV diagnoses.

As a designated Ending the HIV Epidemic (EHE) jurisdiction, Baltimore City carries a fair burden of the epidemic, even as gains have been made in reducing the incidence of HIV and ensuring that those who are diagnosed are linked to care. In 2008, Baltimore reported 783 new HIV diagnoses. Since then, the number of new diagnoses in the city has decreased on average by more than 10% per year, with 161 new diagnoses in 2022, according to the Baltimore City Annual HIV Epidemiological Profile (2023) published by the MDH.

This overall progress masks the disparities that persist in HIV in Baltimore. About eighty-two percent (82%) of new HIV diagnoses in 2022 were among non-Hispanic Black people, who make up 63% of the Baltimore population. Similar to the statewide statistics, in Baltimore, people aged 20-39 years accounted for the highest number and highest rate of HIV diagnoses (115, and 62.3%). Among those newly diagnosed, male-to-male sexual contact (MMSC) has been an increasing proportion of the exposure category reported (from 30% to 61.4% over the last 10 years). While people assigned male at birth accounted for the highest number (129) of HIV diagnoses, the data shows that Black females made up 89.7% of reported HIV diagnoses among females, a trend that has been persistent over the past decade. The number of perinatal HIV diagnoses over the recent three years 2020- 2023(4 cases), compared to the previous three, 2016-2019 (0 cases) is of great concern given the policies, and treatment options available. Increasing PrEP coverage among those who are PrEP indicated, and achieving viral suppression of 95% among people with HIV are also top priorities.

Reducing the incidence of HIV in Baltimore must include a syndemic approach to ensuring the provision of services that address viral hepatitis, tuberculosis, drug-user health, mpox, and Sexually Transmitted Infections (STIs) in the city. Baltimore has reported higher than national and statewide rates of STIs (particularly chlamydia, gonorrhea, and syphilis), and these rates also differ significantly by race.

With a wealth of stakeholder input, from lived experiences to health care providers' knowledge, the Baltimore City EHE Plan 2020-2025 is the guiding document for BCHD's programs aimed at reducing the incidence of HIV in Baltimore. The plan includes strategies and activities structured according to the focus of the four EHE pillars and an additional, Foundational pillar, which is a cross-cutting initiative prioritizing education, transformation, and information to address stigma and discrimination in the implementation of the activities in the four main pillars, diagnose, treat, prevent, and respond.

Baltimore’s EHE Plan (and those of the other EHE jurisdictions in the state) was instrumental in the development of the Maryland Integrated HIV Plan 2022-2026. The synergy of these planning documents and the long-standing collaborative relationship between MDH and BCHD inspires hope for a coordinated effort in addressing the needs of the most vulnerable.

**The HIV priority activities requested in this RFP are based on Strategies 1-3 identified in the CDC NOFO 24-0047 High-Impact HIV Prevention and Surveillance Programs for Health Departments.** They are listed in the table below.

<b>CDC NOFO 24-0047 High-Impact HIV Prevention and Surveillance Programs for Health Departments</b> <b>HIV Prevention Strategies</b>
*Activities in this RFP are based on fulfilling the CDC strategies listed below
<b>Strategy 1: Diagnose</b> – Ensure all people with HIV receive a diagnosis as early as possible. Increase knowledge of HIV status to 95% by ensuring all people with HIV receive a diagnosis as early as possible. This includes HIV testing in health care settings, non-healthcare community testing, self-testing, and integration of HIV screening with STI, TB, hepatitis, and Mpox testing.
<b>Strategy 2: Treat</b> – Implement a comprehensive approach to treat people with diagnosed HIV infection rapidly and reach viral suppression. Implement a comprehensive approach to treat people with diagnosed HIV infection rapidly (increase linkage to care up to 95%) and effectively achieve viral suppression (increase viral suppression up to 95%). This includes linkage to HIV medical care, HIV partner services referral for prevention and essential services to support improved quality of live, and supporting rapid ART initiation, retention in HIV medical care and treatment adherence.
<b>Strategy 3: Prevent</b> – Reduce new HIV transmission by supporting HIV prevention. Prevent HIV transmission by increasing PrEP coverage to 50% of estimated people with indications for PrEP, increasing PEP services, and supporting HIV prevention, including condom distribution, prevention of perinatal transmission, harm reduction, and syringe services program (SSP) efforts. This includes supporting and promoting awareness and access to PrEP and PEP services, condom distribution, supporting harm reduction services and whole-person approach to HIV prevention services, supporting and promoting social marketing campaigns to increase awareness of HIV, reduce stigma, and promote testing, prevention and treatment, and conducting perinatal, maternal and infant health.

The full NOFO can be found here:

[PS-24-0047 | Announcements | Funding | HIV/AIDS | CDC](https://www.cdc.gov/hiv/funding/announcements/ps24-0047/index.html)  
<https://www.cdc.gov/hiv/funding/announcements/ps24-0047/index.html>

**C. AWARD INFORMATION**

*1. Award Range*

During this funding cycle, BCHD anticipates funding up to eight proposals in amounts ranging from around \$70,000-\$120,000\* per year, contingent upon available funding. This award is for a **twenty month funding cycle**, beginning October 1, 2024, through May 31,2026. **Applicants should submit an eight (8)-month budget for Year 1 with this application. Anticipated awards for awardees for the first 8-month awards, Oct 1 2024-May 31 2025, are \$70,000-\$120,000.**

Progress reports and annual program plans must be submitted and are subject to approval for funding renewal. Programs will be assessed annually, and programs meeting metrics at the end of two years will be considered for renewal for up to three additional years.

\*NOTE: Exact funding amounts will be determined after BCHD receives its Notice of Award (NOA) from the CDC. Funding ranges and/or the number of anticipated rewards may differ. BCHD reserves the right to negotiate awards based on project plans, documented performance, and recommended program reviews.

## *2. Grant Period*

The grant cycle for this RFP is for a period of twenty months, **October 1, 2024-May 31, 2026**. During this period, BCHD intends to award funding to the same grantees each grant year, as long as CDC funding remains available, and the grantee has performed satisfactorily in the previous year. Awards beyond year 2 will be considered for grant years 3-5 based on performance in years 1 and 2.

The first grant period is for 8 months beginning October 1, 2024, and concluding on May 31, 2025, contingent upon CDC funding to BCHD.

The second grant period is for 12 months, beginning June 1, 2025, through May 31, 2026.

**Note that this award is for two funding cycles, for a total of 20 months. Year 1 is October 1, 2024, -May 31, 2025 (8 months). Year 2 will be June 1, 2025-May 31, 2025 (12 months). The budget accompanying this RFP should be an 8-month budget (for Year 1, covering October 1,2024-May 31, 2025 only).**

BCHD is exploring the possibility of providing a 20-month contract. Additional details for this process will be shared at the award/contracting stage of the process.

## *3. Eligible Applicants*

Private organizations with current not for profit status (501 (c) 3) or organizations with a fiscal sponsor who has a 501 (c) 3 status or are a government entity:

- Operate/provide services in Baltimore City
- Have a documented history of providing HIV testing services in Baltimore City
- Can provide evidence of ability to access priority populations and fulfill program requirements

- Have a current System for Award Management (SAM) registration, which is a requirement to receive federal funds <https://sam.gov/SAM/>.

#### D. SCOPE OF WORK

Proposals should address at least two (or more) HIV prevention strategies, focused on at least 1 priority population. Proposals should also state at least 2 high prevalence zip codes in which to focus their work. More information on HIV prevention strategies, priority populations, and zip codes are below.

Applications should focus on how proposals will increase HIV prevention services to those who are least able to access existing services that are available in the medical system and serve as safety net programs. Proposals that aim to increase access to services (i.e. geographically, outside of business hours, etc.), improve equity of HIV prevention services, and reach individuals who might not otherwise be able to access HIV prevention services are encouraged.

Applicants are encouraged to consider how to best reach individuals who are not currently interfacing with HIV prevention services offered through established medical or public health programs. Programs without extensive previous experience in HIV, but with an interest in adding HIV prevention to other essential services, such as housing, mental health services, substance abuse treatment, food insecurity, etc. are eligible to apply.

##### 1. *HIV Prevention Activities*

Proposals should address **at least two** of the following HIV prevention activities.

**HIV Prevention Activity A:** HIV Testing

**HIV Prevention Activity B:** Linkage to and Retention in HIV Care

**HIV Prevention Activity C:** Initiation of rapid HIV treatment

**HIV Prevention Activity D:** Increasing PrEP and/or PEP coverage

**HIV Prevention Activity E:** Prevention of perinatal transmission of HIV

**HIV Prevention Activity F:** Community engagement and social marketing efforts to increase awareness and reduce stigma of HIV

**HIV Prevention Activity G:** Other allowable activities related to HIV Prevention

Please ensure that your application includes all required items within each activity. For example, HIV testing does include some aspects of linkage to care that are required.

More details on each activity, including additional allowable examples beyond what is stated in this NOFO, can be found in the CDC NOFO 24-0047 located here: [PS-24-0047 | Announcements | Funding | HIV/AIDS | CDC](https://www.cdc.gov/hiv/funding/announcements/ps24-0047/index.html)  
<https://www.cdc.gov/hiv/funding/announcements/ps24-0047/index.html>

These activities are included in strategies 1, 2, and 3 of the CDC NOFO, and include both the 'core' and 'additional activities' suggested for Ending the HIV Epidemic (EHE) jurisdictions.

### **HIV Prevention Activity A: HIV Testing**

Clinical and non-clinical organizations may apply to perform HIV testing. HIV testing activities funded through this RFP should focus efforts among at least 1 of the priority populations and within 2 priority zip codes (see below). The overall goal of the proposal should be to increase access to testing in Baltimore City, especially for individuals who may not be able to otherwise access other HIV testing opportunities in traditional medical settings and identify individuals who are HIV positive and not aware of their HIV status. Both rapid HIV tests and conventional/blood testing are acceptable.

At this time, BCHD is anticipating being able to provide rapid HIV and rapid HCV test kits to awarded organizations. Proposals should include an approximate number of rapid HIV and HCV test kits needed to serve their estimated priority populations reached for this proposal. BCHD plans to cover the cost of rapid HIV/HCV test kits, therefore, those costs do not need to be included in the budget proposal.

Clinical organizations who are requesting rapid HIV test kits from BCHD as part of their proposal should indicate why test kits cannot be obtained through routine medical care and charged to patient's insurance. Clinical providers must also pursue third party insurance reimbursement for routine HIV testing in healthcare settings and report on efforts and outcomes at least annually and periodically as requested by BCHD.

A syndemic approach to testing is strongly encouraged. Testing for other STIs, such as syphilis, chlamydia, and gonorrhea, as well as Hepatitis C, is encouraged. Testing for syphilis is especially encouraged. The BCHD Baltimore Disease Control lab can provide syphilis testing if the lab is also being used for HIV confirmatory testing, and if proper ordering and resulting protocols are in place with the provider.

Clinical organizations are encouraged, but not required, to propose methods for routinized HIV testing for all patients. Examples include EMR alerts or order sets. Proposals that promote routine perinatal HIV testing of all pregnancy persons are allowed.

All organizations performing HIV testing who receive awards under this NOFO will be required to provide up to date schedules including location and time of HIV testing opportunities and/or test kit distribution sites, to be included on BCHD websites and social media announcements.

### **Testing regulatory requirements**

All organizations conducting rapid or conventional testing must have an ordering provider(s). Ordering providers must have a license to practice medicine in the state of Maryland identified as their ordering provider. The ordering provider must



be documented in the application to this RFP. BCHD will not serve as the ordering provider.

All applicants planning on performing rapid HIV testing must include a current CLIA waiver or documentation of a CLIA waiver application submission. BCHD will not serve as the medical director on the CLIA waiver. Programs must establish a medical director for the CLIA waiver prior to submitting their application to this RFP. All HIV/STI testing being conducted by the organization under this award must be included on the CLIA waiver. (For example, if an organization is conducting multiple types of rapid tests, each test they are doing must be on the CLIA waiver.)

Organizations performing conventional/blood testing for HIV or any other STI must utilize a laboratory that is using an FDA approved platform to conduct HVI testing, and holds a Maryland Permit number and is compliant with Maryland HIV reporting requirements. Include the name of the laboratory, type of HIV test they are conducting, and their Maryland Permit number in the application. Indicate if the organization would like to request BCHD Baltimore Disease Control laboratory perform HIV confirmatory and/or syphilis testing on blood samples. Requests will be considered based on overall capacity of the BDC lab. If requested, indicate why other testing options are not feasible.

The application for this RFP should include: ordering provider, CLIA waiver or evidence of CLIA application submission, and name of laboratory (if applicable).

Organizations who will provide HIV testing will be required to have the following within six (6) months after the award is issued:

- Internal protocols for HIV testing meeting state standards for rapid HIV testing
- Active CLIA waiver (if doing rapid testing)
- Staff performing rapid HIV testing must have completed the MDH/HIV testing and care linkage course within the past 5 years, and have a BCHD issued counselor number

All HIV testing counselors are required to attend required trainings and participate in annual competencies and proficiency testing programs as required by CDC, MDH, and BCHD. Testing protocols, such as log books and temperature monitoring, will be assessed at least annually at site visits.

Organizations conducting HIV testing under this award must comply with all HIV testing, reporting, and documentation requirements, including timely submission of data as required by BCHD, the Maryland Department of Health (MDH) and CDC, utilize test kits for activities and/or populations within Baltimore City, and adhere and comply with any other requests, rules, regulations, and requirements instituted by BCHD, MDH, or CDC.

**Assessment and linkage requirements for HIV testing programs**

- All patients who are tested for HIV, whether rapid or conventional testing must be screened for social determinants of health and referred to appropriate services. This includes:

- An assessment of essential supportive service needs, including but not limited to housing, food security, transportation, mental health services, and drug use services
- Referral for individuals to supportive services depending on assessment of needs. Warm handoffs are preferred
- Results of the assessment of social services needs and referrals to support services must be reported to BCHD. A reporting tool will be developed and shared after award announcements
- All patients who are tested must receive appropriate pre-and post-test counseling, per MDH HIV testing guidelines, especially post-test counseling for all persons newly diagnosed with HIV infection
- Organizations must ensure the provision of HIV test results to all persons tested, especially those with HIV positive/reactive tests results
- Patients who test reactive (for rapid tests) or positive (for conventional tests) must be linked to treatment ideally within 7 days, but ultimately within 30 days of the test result. Patients who were previously diagnosed with HIV but have fallen out of care should be actively re-engaged in medical care
  - Warm handoffs between a patient and provider are preferred for care linkage
  - Organizations are responsible for being aware of and reporting the status of the linked appointment
  - If the referral is not successful and appointment is not kept, refer the patient to the BCHD linkage to care team
  - Non-clinical partners conducting rapid testing are required to have MOU with a clinical partner to conduct confirmatory testing and provide the outcome of care linkage for individuals testing positive
  - Organizations should report the status of the referral (i.e. appointment kept/not kept) to BCHD
- Organizations should notify BCHD Partner Services of individuals who have a reactive or positive test, to facilitate partner services
- Ensure that all HIV-positive and high-risk HIV-negative pregnant persons who do not report being in prenatal care are actively linked to prenatal care and HCAM services
- Patients who test negative/non-reactive should receive education and linkage to PrEP services, all steps of the PrEP cascade, and including:
  - Education and awareness about PrEP and availability of PrEP
  - Screening for PrEP eligibility and willingness
  - Referral to a PrEP provider. This can be an internal referral, referral to a partner, or referral to the patient's primary care provider. Nonclinical partners are required to have an MOU with a clinical partner to accept PrEP referrals and provide the outcome of PrEP referrals (i.e. PrEP linkage status and prescription written)
  - Status of PrEP Linkage (i.e. individual attended the appointment)
  - Status of first PrEP prescription (written vs. not written)
  - Report the PrEP cascade to BCHD. A reporting tool will be developed and shared after award announcements.

Applications to this RFP should include a description of how the organization plans to meet all of the requirements listed above.

### **HIV Self-Testing Guidelines**

Proposals that include self-testing for HIV should include the following:

- Proposals that include 'at home' or 'self testing' components must include testing for HIV. Testing for syphilis or other STIs is optional.
- Proposals should indicate if self-tests are resulted by the patient (i.e. OraQuick) or involve collection of a blood sample through a finger stick and sent to a third-party laboratory. Include the name of the tests being used. Organizations utilizing self-test kits in which samples are sent to a laboratory must utilize a laboratory that is using an FDA approved platform to conduct HIV testing and holds a Maryland Permit number and is compliant with Maryland HIV reporting requirements. Include the name of the laboratory, type of HIV test they are conducting, and their Maryland Permit number in the application.
- Organizations must offer navigation services for HIV/STI treatment for individuals who are reactive on HIV/STI self-tests. This may include telehealth services.
- Organizations must offer PrEP information and navigation for individuals who are HIV negative. This may include telehealth services.
- PrEP educational materials must be included, preferably with the test kit. If that is not feasible, information on PrEP must otherwise made available by the organization (i.e. on a website).
- Number of test kits distributed, number of unduplicated patients, and number of referrals/linkages should be reported to BCHD.

Applications to this RFP should include a description of how the organization plans to meet all of the requirements listed above.

### **HIV Prevention Activity B: Linkage to and Retention in HIV Care**

Clinical and non-clinical organizations may apply to perform HIV linkage services. HIV linkage activities funded through this RFP should focus efforts among at least 1 of the priority populations and within 2 priority zip codes (see below). The goal is to link individuals who are newly diagnosed with HIV or who have fallen out of care to HIV treatment services, especially for individuals made vulnerable and those who cannot easily access the traditional medical system. Linkage should ideally occur within 7 days of test result, and not more than within 30 days of test result.

A syndemic approach to linkage is strongly encouraged. For example, if the individual is known to be positive for Hepatitis C, STIs, or Mpox, linkage services should include treatment for those conditions as well.

Organizations are encouraged to also link to essential support services such as housing, substance abuse treatment services, mental health services, employment, and food security). This may include a rapid needs assessment for all people with new HIV diagnoses and linkage to a case manager to receive services for improved quality of life.

Proposals can also include support for retention in HIV medical care and/or programming to assist individuals in achieving or maintaining viral suppression. This could include electronic based approaches (e.g. text messaging, virtual case management) to support retention in care.

Examples of activities include but are not limited to, community health worker networks to provide outreach to people not in care to facilitate re-entry into care; partnerships between clinical medicine teams and community pharmacists to increase communication around medication adherence plans and facilitate notices when individuals have not refilled prescriptions. Additional examples can be found in the CDC NOFO under strategy 2.

### **HIV Prevention Activity C: Initiation of Rapid HIV treatment**

Organizations can apply for funding to support rapid antiviral therapy (ART) initiation for people newly diagnosed with HIV. Funding cannot support clinical treatment or medications. Funding can support other aspects of linkage to or support of rapid ART initiation, such as development and implementation of a plan to ensure early ART initiation for all people with newly diagnosed HIV infection.

### **HIV Prevention Activity D: Increasing PrEP and/or PEP coverage**

Proposals may include funding for increasing awareness, availability, access, and use of PrEP and/or PEP. This can include referring individuals with ongoing risk of HIV acquisition to PEP and PrEP services, ancillary support services, use of mobile units or other novel engagement strategies, assistance with Transportation, and navigating support services. Per the CDC NOFO "*[budgets can include] limited personnel costs related to the provision of PrEP medication if coupled with other supportive PrEP services, e.g. eligibility assessments, risk reduction education, referral and navigation support to other essential services, etc. The funded percentage for these duties may not exceed 75% of the FTE.*" (see Strategy 3)

Proposals may include partnering between CBO's and FQHCs to offer PrEP/PEP, clinician toolkits for PrEP/PEP, or outreach and PrEP/PEP navigation. Other allowable costs are in the CDC NOFO, see strategy 3.

### **HIV Prevention Activity E: Prevention of perinatal transmission of HIV**

Proposals can include conducting perinatal, maternal, and infant health HIV prevention activities, including HIV/STI testing, and supporting the coordination of perinatal HIV services to address local needs.  
(see NOFO, strategy 3)

### **HIV Prevention Activity F: Community engagement and social marketing efforts to increase awareness and reduce stigma of HIV**

Proposals can include support and promotion of social marketing, educational and informational campaigns, and social media messages focused on HIV prevention, Undetectable=Untransmittable, care linkage, HIV awareness days, addressing HIV stigma/myths/discrimination, among others. Meaningful community engagement is an integral component of HIV prevention. Proposals should include a description of

how community engagement activities will be conducted to achieve the goals of the project. If proposals include support groups, they must also include the use of an approved evidence-based or evidence-informed interventions found here: <https://www.cdc.gov/hiv/research/interventionresearch/compendium/index.html>

### **HIV Prevention Activity G: Other allowable activities related to HIV Prevention**

These may include HIV testing in coordination with SSP programs, increasing condom distribution, or other activities in CDC NOFO 24-0047. Note that BCHD will not be funding direct SSP services under this RFP. However, HIV prevention activities related to SSP services, such as integrating HIV testing or linkage to care at or in conjunction with SSP services is allowable.

#### *2. Priority Populations and High Prevalence Zip Codes*

HIV prevention program proposals submitted in response to this RFP must include a focus on **at least one** of the priority populations with **AND** a focus on **at least two** high-prevalence zip codes in Baltimore City in which program activities will take place. Priority populations and high-prevalence zip codes are listed below:

#### **Priority Populations**

- Men who have sex with men (MSM)
- African American women
- Latinx/Hispanics
- Transgender people
- Youth and young adults between 13-29 years old
- Seniors and long-term survivors of HIV
- Pregnant people
- Named or un-named partners of HIV positive persons

**High Prevalence Zip Codes:** 21215, 21217, 21224, 21202, 21213, 21223, 21225

Proposals should focus at least two (2) of HIV prevention activities with an aim to impact HIV Prevention in at least one (1) of the priority populations listed above. These priority populations carry a disproportionate burden of HIV in Baltimore City. Proposals should aim to decrease disparities in HIV prevention, HIV infections, retention in care, or viral suppression through work with these priority populations. Each proposal should indicate at least 1 priority population which will be the focus of their work. Organizations are encouraged to select populations and communities with whom they have worked previously and have demonstrated a record of successful public health or other work with the community. Reporting requirements of this award will include assessment of reach within the selected priority population(s) for each recipient. Applicants are encouraged to consider realistic reach with each priority population they select. For example, greater impact in 1 priority population may be more impactful than less successful impact across a greater number of populations.

Proposals should focus on at least two (2) of the high priority zip codes in Baltimore City. Metrics for this award will include assessment of activities at the zip code level.

### 3. *Partnerships and Collaborations*

BCHD strongly encourages collaboration between organizations to strengthen and broaden the reach and impact of implemented HIV prevention activities. Clinical partners are required to partner with at least one (1) community organization as part of this award. An MOU or letter of support from the community organization are required as part of this application. Subgrantees and their partners are encouraged to think of new, innovative models to provide HIV prevention to reach individuals not already interfacing with current medical or public health services. For example, partners may have more experience in an essential service area (i.e. housing, mental health, drug treatment, etc.) and be new to HIV prevention.

### E. **Reporting Requirements**

Reporting requirements will be determined by which HIV prevention activity/activities are proposed. Reporting requirements will also be determined by CDC reporting requirements, which have not yet been shared with BCHD. Subgrantees will be responsible for implementing protocols to enhance the overall quality assurance of intervention activities.

BCHD Bureau of HIV/STI Prevention is transitioning to electronic reporting. By six months into the reporting period, organizations will be expected to report to BCHD electronically, using electronic forms/databases provided by BCHD (for example, using Redcap).

At a minimum, reporting requirements for the following HIV prevention activities will be required:

#### **HIV Testing**

- Provide a monthly inventory log report of rapid HIV, STI, and HCV tests
- Submit the testing encounter/intake data and lab reports (if applicable) within five business days from the date of the testing encounter and update accordingly; BCHD anticipates transitioning to 100% electronic intake forms within 12-18 months of the award
  - Testing encounters will include information on patient demographics, test results, HIV risk factors, status of HIV linkage, status of PrEP linkage, social needs assessment and referrals to social services
- Provide a monthly testing report. The report should include all the indicators on the "monthly testing numbers template" (this will be provided after awards are announced)
- Provide an end-of-year project report including the fiscal report (Form 440) within 30 days of project completion

The end-of-year project report should include but not be limited to the following indicators (as applicable):

- Number of HIV tests administered during the reporting period;
- Number of HIV-positive persons detected and number of HIV-positive persons who did not previously know their status (new positives);
- Number of HIV-positive persons that received post-test counseling;
- Number of HIV-positive persons that were successfully linked to HIV care with confirmation of date of attendance at their first appointment to determine time from testing to linkage,
- Number of HIV-positive persons newly diagnosed with warm handoff to BCHD Partner Services program
- Number of previously diagnosed persons reengaged to care including date of attendance at appointment;
- Number of self-HIV test kits distributed
- Number of Chlamydia/gonorrhea/syphilis/Hepatitis C tests conducted and percent positive for each
- For PrEP services:
  - Eligibility for PrEP services
  - Screening for PrEP
  - Referral to PrEP services
  - Linkage to PrEP appointment
  - Receiving first PrEP prescription
- For PEP services:
  - Screening for PEP
  - Referral to PEP services
  - Linkage to PEP appointment
  - Receiving PEP prescription
- Number of persons referred and/or linked to other HIV prevention services such as Evidence-Based HIV prevention interventions or condom distribution, if applicable
- Number of persons reporting need for essential support services and referred and/or linked to essential supportive services
- Lesson learned and progress on reimbursement efforts for routine HIV testing (where applicable)
- Lessons learned in collaborative relationships
- Successes, challenges, and anticipated changes in program implementation
- Achievement of testing goals, technical assistance needed and provided
- Feedback, formal or informal, from community members or partners

**Reporting for other HIV Prevention areas may include, as applicable:**

- Number of individuals initiated on rapid ART treatment and time from test result to treatment initiation
- Number of pregnant persons tested for HIV and linked to perinatal or other supportive services
  - Measure of effectiveness or visibility of social media messaging (i.e. website views or social media metrics)
  - Number of community events or community engagements, support groups, or other community engagement sessions, including number of participants
  - Other measures of HIV awareness or stigma reduction, as pertinent

## F. Proposal Timeframe and Specifications

### 1. Letter of Intent

To be considered for funding, an organization must submit an electronic letter of intent notifying BCHD of its intent to submit a proposal by **August 9, 2024**. Letters must be signed by the organization's designated authority/lead proposal contact, and must be submitted by email to [Genevieve.barrow@baltimorecity.gov](mailto:Genevieve.barrow@baltimorecity.gov)

### 2. Proposal Submission

Completed and signed proposals must be received by the HIV/STD Prevention Program at or before **4:00p.m. EST, August 23, 2024** via email to [Genevieve.barrow@baltimorecity.gov](mailto:Genevieve.barrow@baltimorecity.gov) **No extensions will be given. Incomplete submissions will not be considered. See the Application Checklist in Appendix A.**

Questions may be directed to Genevieve Barrow at [Genevieve.barrow@baltimorecity.gov](mailto:Genevieve.barrow@baltimorecity.gov)

### 3. Schedule

Activity	Scheduled Date
Release RFP	July 26 2024
Proposal Q&A	August 5 2024
Letter of Intent (Mandatory)	August 9 2024
Proposal Deadline 4:00 p.m. EST	August 23 2024
Grant Award Preliminary Notification (contingent upon CDC funding to BCHD)	Week of Sept 16 2025
Post Award Meeting	October 2024
Site Visits	November 2024

A question and answer session will be held virtually on Monday, Aug 5 12 noon – 1 pm.

Register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZUpfuqqT8rEtyy9KQeepk7KGiTCTG7R8J>

After registering, you will receive a confirmation email containing information about joining the meeting.

Participation in the question and answer session is not required.

### 4. Program Requirements



Additional program requirements include:

- Participation in at least one annual site visit and potentially unannounced site visits as needed
- Participation in quarterly Baltimore City HIV Planning Group (HPG) meetings
- Clinical programs have at least one community partner (as described above)
- Attend the collaborative grantee meetings as determined by BCHD
- Discuss plans for all proposed conference abstracts and publications that are related to this project with BCHD prior to initiation, and submit a final draft for review prior to submission and acknowledge CDC and BCHD as the project funders
- Accept technical assistance and recommendations provided by project monitors and implement changes when required
- Meet the following reporting requirements:
  - Submit fiscal expense reports, form 437 and 438 on a quarterly basis and submit the end of year fiscal report (form 440) no later than 30 days after the end of the project period (Appendix B)
  - Incorporate any changes you have made or will be making to improve program effectiveness into the work plan that should be submitted with the budget and budget justification;

These funds cannot and must not be used to support the following without prior written authorization from BCHD: developing grants, conducting research, and purchasing of computer hardware.

## 5. *Required Assurances and Agreements*

### *Assurance of Compliance with State Requirements*

All contractors must adhere to the city contract requirements and have a current certificate of good standing from the state of Maryland.

Applicants should ensure that they can fulfill all requirements contained in the Baltimore City Provider Agreement attached as Appendix C and requirements of 2C.F.R.200 and the uniform administrative requirements, cost principals, and audit requirements for federal awards.

### *Grant Administration Processes*

Invoices for reimbursement of services must be presented promptly, after the conclusion of each calendar month by the subgrantee.

Invoices will be processed and paid in accordance with BCHD and Baltimore City rules and regulations. By the end of the yearly contract ending cycle each year, the grantee will have submitted invoices for all expenses incurred in the previous year where reimbursement is required. Additional details are provided in the Provider Agreement (Appendix C).

## G. **Proposal Instructions**

### 1. *Proposal Format*

Submitted proposals are limited to **no more than 10 pages**. Work plans, budgets packets, resumes and other supporting documents can be included as attachments or appendices and do not count towards the 10 page maximum. The cover page and table of contents is not included in the 10 page count. Proposals should be in Times New Roman, 12 size font, single spaced, 1 inch margins

#### A. **Cover Page:**

- a. The cover page should include the following
  - i. Name of proposed program.
  - ii. List the name and address of the main organization and department submitting the proposal along with all collaborating organizations.
  - iii. Name, title, telephone number, e-mail address and mailing address of the Principal Investigator/Chief Executive Officer (programmatic) contact person.
  - iv. Name, title, telephone number, e-mail address and fax number of secondary grant (fiscal personnel) contact person.
  - v. The person who is authorized by the applicant's governing body to apply for funds must sign and date the proposal. This is the same person who will sign the contract.

B. **Table of Contents:** Each proposal must contain a table of contents. All pages, including attachments, should be numbered.

C. **Abstract:** Each applicant must submit an up to 500-word Project Abstract summarizing the proposed program.

D. **Proposal Description:** Proposals should follow the following format:

#### 1. *Agency Description/Capability Statement*

In this section, describe the agency's vision and mission; strengths and capabilities; experience in HIV program development and implementation and/or experience in other community support or activities (if no previous HIV experience); outreach capabilities; and fiscal and organizational soundness through its structure, staffing and accounting procedures and processes.

#### 2. *HIV Prevention Activity*

Describe the selected HIV Prevention Activity(ies), and specify how the organization will carry out the proposed activity.

#### 3. *Priority Population and Zip code Description*

Describe selected priority population, including community issues related to HIV/AIDS, barriers, knowledge/perceptions of the priority population, and ability and plans to reach the priority populations and areas identified. Describe the zip codes selected and experience with community outreach in the selected zip codes.

4. *Project Goals and Objective(s)*: State an overall project goal related to the program priorities as identified by this proposal. Include specific, measurable, attainable, realistic time-phased objectives to be achieved.

5. *Program Implementation*: Describe the organization’s strategy for the selected HIV Prevention Activity(ies). For example, in what settings will HIV testing occur? Describe plans to provide HIV counseling, testing and care linkage, provision of PrEP services, and required referrals to supportive services, as applicable. Discuss plans for increasing the number of persons screened for HIV, and describe how referrals and linkages will be made.

6. *Collaborations*: Form formalized partnerships with external not for profit organizations that will be a part of your organization’s implementation of this sub-grant. Outline roles, responsibilities, structures, non-duplication of efforts in serving the priority areas and population, and attach an MOU/LOA or letter of collaboration. This required for clinical partners, and optional for non-clinical partners.

7. *Staffing Plan*: Describe the existing and proposed staff experience for implementing this proposal. State job titles and provide job descriptions for each position supported by this grant, and copies of the resumes of project staff.

8. *Evaluation*: The annual site visit from BCHD will be an opportunity to discuss project yields and determine if objectives are being met. In this section, please describe how the program will be monitored internally by the applying organization during implementation.

9. *Outcome*: Describe the anticipated project benefits to the priority population, community, and other project participants.

**E. Proposed Work Plan**

Provide the program’s work plan for Year 1 in a format similar to the table below.

<b>Two Year Project Goal:</b>				
# 1 Short-term Outcome For Year 1				
# 2 Short-term Outcome For Year 2				
Activities	SMART Objectives	Outputs/Indicators/Data Sources	Persons Responsible	Completion Date/Timeline


F. **Budget narrative/justification:** Questions related to the budget should be directed to Arif Ansari: [Arif.Ansari@baltimorecity.gov](mailto:Arif.Ansari@baltimorecity.gov) and Genevieve Barrow [Genevieve.barrow@baltimorecity.gov](mailto:Genevieve.barrow@baltimorecity.gov).

Proposals must include a detailed project budget, using the BCHD Budget narrative format (Appendix D). A budget narrative section providing supportive description and justification for each line item should also be included. All program expenses are payable on a reimbursable basis according to Baltimore City government regulations. Costs such as expenses for the purchase of office equipment, video equipment, etc. will not be funded and should not be included in the proposal.

***Include descriptions for each of the following budget costs:***

*Personnel:*

List all personnel whose salaries will be paid in whole or in part with funding for this proposal. For each position, provide job title, employee name, brief description of duties and responsibilities related to the project, annual salary, percentage of time to be devoted to and paid by this grant, and amount to be charges to this grant.

*Fringe Benefits*

Provide the aggregate amount of fringe benefits for personnel and include a breakdown of the benefits covered by this amount.

*Travel*

All travel must directly benefit the work supported by this grant. List all travel anticipated to occur during the grant period. Be specific about who will travel, and anticipated timeline.

*Supplies*

Detail each estimated cost, including:

Office supplies-Funds used for general office supplies for the project. Supplies include: copy paper, file folders and related items.

Note: Funds cannot be used to purchase computer hardware.

*Indirect Costs*

Ten Percent (10%) is the allowable indirect cost for this grant.

*Other Resources*

Provide information about current relevant sources of support for your organization.

2. *Additional Required Documents*

1. CLIA Waiver (valid at least until January 2025) or evidence of submitted application and payment for the waiver, if applicable

2. Maryland Certificate of Status/Good Standing
3. Certificate of Insurance Liability
4. Resumes or biographical sketches of existing or proposed position/roles to carry out project responsibilities
5. Signed MOU or Letter(s) of Collaboration/Support
6. Evidence of nonprofit status

## H. Review Process

### *Technical Review Panel*

An initial review of proposals will be conducted by program and administrative staff from the HIV/STI Prevention Program. The technical merit of proposals will be reviewed to determine if instructions were followed, eligibility requirements are fully met, and the required items included in the proposal section above must be included. Incomplete proposals will be disqualified without further review. Proposals that are deemed compliant with instructions will proceed to the external review team.

### *Application Scoring and Evaluation Factors for Award*

A review team, made up of BCHD staff and external individuals with expertise in HIV and HIV public health work will conduct round 1 of scoring, based on the metrics provided below. A second round of scoring, conducted by BCHD staff, will include consideration of distribution of awards across HIV prevention activities, priority populations, and high prevalence zip codes, and required CDC deliverables under NOFO PS24-0047.

<b>Category</b>	<b>Percent Weight</b>
Experience providing HIV services or, if new to HIV services, history of providing related ancillary services (i.e. housing/substance abuse treatment)	20
Description of history working with selected priority population(s) and familiarity with barriers and needs of the specific community	20
Relevance of proposed project plan, including clarity of plan and feasibility of plan to meet HIV prevention goals	40
Capability and collaboration to implement plan	10
Review of Budget including adherence to budget guidelines and budget template, and feasibility of alignment of proposed budget with project deliverables	10

## Appendices

**Appendix A:** Application Checklist – required for application

**Appendix B:** Baltimore City Health Department Form 437 Request for Payment, 438 Expenditure Report, and 440 Annual Report-For informational purposes only

**Appendix C:** Baltimore City Health Department Provider Agreement-For informational purposes only

**Appendix D:** Budget Narrative Template – required for application

**Appendix A: Application Checklist**

All items must be included for an application to be considered complete. Incomplete applications will not be considered.

<b>Application Material</b>	<b>Completed Y/N</b>
Cover page	
Table of Contents	
Abstract	
Proposal Description: -Agency Description/Capability Statement -HIV prevention activity -Priority Population and Zip code description -Project goals and objectives -Program Implementation -Collaborations -Staffing Plan -Evaluation -Outcome	
Work Plan	
Budget narrative and justification	
CLIA Waiver/ CLIA Waiver Application	
Maryland Certificate of Status/Good Standing	
Evidence of nonprofit status	
Certificate of Insurance Liability	
Resumes or biographical sketches of existing or proposed position/roles to carry out project responsibilities	
Signed MOU or Letter(s) of Collaboration/Support	

## **Appendix B:**

### **BCHD Form 437 Request for Payment, Form 438 Expenditure Report, Form 440 Annual Report**

(Note, these are provided for informational purposes and do not need to be completed and submitted with applications.)



**Baltimore City Health Department  
HUMAN SERVICE AGREEMENT  
REQUEST FOR PAYMENT - VENDOR INVOICE - BCHD 437 FORM**

1) VENDOR NAME		8) STATE FISCAL YEAR :	
2) VENDOR ADDRESS		FY 2020	
3) CITY/STATE/ZIP		9) CONTRACT AWARD #:	
4) PROJECT TITLE			
5) TELEPHONE NUMBER			
6) DIRECTOR'S NAME		10) REQUESTING PERIOD:	
7) FEDERAL EMPLOYER ID			
<i>By my signature, I attest that this information is correct, that the requested payment is just and correct and that payment for the same services/period have not been requested previously.</i>			
11) SIGNATURE		DATE	
(Blue Ink)			

**PART A. Award - Human Service Agreement**

Amount of Human Services Award	\$	
Amount of CSA Administrative Award	\$	0

**PART B. Vendor's Request - Human Service Agreement**

Amount of Human Services Award Request	\$	
Amount of CSA Administrative Request	\$	0
Total Payment Request	\$	-

**PART C. BCHD SUBPROVIDER BUDGET REVIEW ATTESTATION (FOR BCHD USE ONLY)**  
*We have reviewed and maintain on file, documentation of the BCHD subprovider budgets included in the purchase of service line item in the BCHD provider budget for this human service agreement or have a similar assurance by the vendor of record on file.*

BCHD Funding Administration Representative	(Print Name)	(Signature)
Date		

**NOTE:** *The above attestation is required before any invoice, after and including the October(quarterly) or November (bi-monthly) vendor invoice, can be paid by the Division of Program Cost and Analysis.*

**PART D. BCHD PAYMENT (FOR BCHD USE ONLY)**

Amount of Human Services Payment	\$	
Amount of CSA Administrative Payment	\$	
Total Approved Payment	\$	
Approved By		
Date		
Notes:		

**Baltimore City Health Department  
HUMAN SERVICE AGREEMENTS  
BCHD 438  
INTERIM REPORT OF ACTUAL EXPENSES, RECEIPTS  
AND PERFORMANCE MEASURES**

**SECTION I**

1) VENDOR NAME _____ 2) VENDOR ADDRESS _____ 3) CITY/STATE/ZIP _____  4) PROJECT TITLE _____ 5) TELEPHONE NUMBER _____ 6) CONTACT PERSON _____ 7) DIRECTOR'S NAME _____ 8) FEDERAL EMPLOYER ID _____	9) CONTRACT AWARD# _____ 10) STATE FISCAL YEAR <u>FY 2020</u> 11) REPORT PERIOD _____  By my signature, I attest that the information contained is correct, that payment requested is just and correct and that payment has not been requested previously. 12) SIGNATURE _____
--	--

BLUE INK                      DATE

**SECTION II  
SUMMARY OF EXPENDITURES**

LINE ITEMS MAY NOT BE CHANGED	APPROVED TOTAL PROGRAM BUDGET	ACTUAL EXPEND. THRU 10/31/2019	VARIANCE UNDER (OVER)
SALARIES/SPECIAL PMTS			-
FRINGE			-
CONSULTANTS			-
EQUIPMENT			-
PURCHASE OF SERVICE			-
RENOVATION			-
CONSTRUCTION			-
REAL PROPERTY PURCHASE			-
UTILITIES			-
RENT			-
FOOD			-
MEDICINES & DRUGS			-
MEDICAL SUPPLIES			-
OFFICE SUPPLIES			-
TRANSPORT/TRAVEL			-
HOUSEKEEPING/ MAINTENANCE/REPAIRS			-
POSTAGE			-
PRINTING/DUPLICATION			-
STAFF DEVELOPMENT/ TRAINING			-
CLIENT ACTIVITIES			-
ADVERTISING			-
Insurance			
OTHER			
TOTAL DIRECT COSTS			
INDIRECT COST			
TOTAL			

**SECTION III  
SUMMARY OF RECEIPTS**

SOURCE OF FUNDS	ACTUAL RECEIPTS	BCHD ONLY
BCHD	0.00	
OTHER STATE		
LOCAL GOVT.		
DIRECT FEDERAL		
FUNDRAISING		
UNITED CHARITIES		
INTEREST		
CARRYOVER		
FOOD STAMPS		
OTHER (SPECIFY)		
-CLIENT FEES-		
PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	0.00	

**SECTION IV. PERFORMANCE MEASURES**

PERFORMANCE MEASURE	BUDGET ESTIMATE	YTD THRU

**BALTIMORE CITY HEALTH DEPARTMENT  
HUMAN SERVICE AGREEMENTS  
ANNUAL REPORT (BCHD 440)**

**SECTION I.**

**VENDOR NAME** \_\_\_\_\_ **AWARD #** \_\_\_\_\_

**VENDOR ADDRESS** \_\_\_\_\_ **STATE FISCAL YEAR** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_ **REPORTING PERIOD** \_\_\_\_\_

**PROJECT TITLE** \_\_\_\_\_ **TOTAL BCHD AWARD** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

**BLUE INK**

**DIRECTOR'S NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**FEDERAL EMPLOYER ID** \_\_\_\_\_

**SECTION II.**

**SUMMARY OF EXPENDITURES**

LINE ITEMS MAY NOT BE CHANGED	FINAL APPROVED	VARIANCE	
	TOTAL PROGRAM BUDGET	ACTUAL EXPENDITURES	UNDER (OVER)
SALARIES/SPECIAL PMTS			
FRINGE			
CONSULTANTS			
EQUIPMENT			
PURCHASE OF SERVICE			
RENOVATION			
CONSTRUCTION			
REAL PROPERTY PURCHASE			
UTILITIES			
RENT			
FOOD			
MEDICINES & DRUGS			
MEDICAL SUPPLIES			
OFFICE SUPPLIES			
TRANSPORT/TRAVEL			
HOUSEKEEPING			
MAINTENANCE/REPAIRS			
POSTAGE			
PRINTING/DUPLICATION			
STAFF DEVELOPMENT/ TRAINING			
CLIENT ACTIVITIES			
ADVERTISING			
INSURANCE			
LEGAL/ACCOUNTING/AUDIT			
PROFESSIONAL DUES			
OTHER (ATTACH ITEMIZATION)			
TOTAL DIRECT COSTS			
INDIRECT COST			
TOTAL	0.00	0.00	0.00

**BCHD 440 (REV. Feb 1997)**

**SECTION III.**

**SUMMARY OF RECEIPTS**

SOURCE OF FUNDS	ACTUAL RECEIPTS	BCHD ONLY
BCHD		
OTHER STATE		
LOCAL GOVT.		
DIRECT FEDERAL		
FUND RAISING		
UNITED CHARITIES		
INTEREST		
CARRY OVER		
FOOD STAMPS		
CONTINGENCY FUND		
OTHER (SPECIFY)		
- CLIENT FEES -		
PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	0	

**SECTION IV.**

**RECONCILIATION  
DPCA USE ONLY**

**TOTAL RECEIPTS** \_\_\_\_\_

**TOTAL EXPENDITURES** \_\_\_\_\_

**VARIANCE - UNDER (OVER)** \_\_\_\_\_

**(CSA ONLY)\$TO CONTINGENCY FUND** \_\_\_\_\_

**DPCA ACTION:** \_\_\_\_\_

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

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



## **Appendix C: Baltimore City Health Department Provider Agreement**

(Note, these are provided for informational purposes and do not need to be completed and submitted with applications.)

**PROVIDER AGREEMENT  
BY AND BETWEEN  
MAYOR AND CITY COUNCIL OF BALTIMORE  
AND  
[PROVIDER'S LEGAL NAME ]**

**THIS AGREEMENT** (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through the [Provide Specific Department/Agency] (the "City") and **PROVIDER'S LEGAL NAME**, a [sole proprietorship / limited liability company / corporation formed / registered and in good standing in the State of Maryland] (the "Provider").

**RECITALS**

**WHEREAS**, the City has a need for a provider to [Provide a general statement] on behalf of the [Provide Specific Department/Agency] (the "Department"); and

**WHEREAS**, the Provider is qualified to render such services; and

**WHEREAS**, the City hereby wishes to engage the services of the Provider and the Provider has agreed to provide the services described herein to the City.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. PURPOSE:**

1.1. The purpose of this Agreement is for the Provider to [Provide a brief description] ("Project").

**2. SCOPE OF SERVICES:**

2.1. The Provider shall provide services as described in the scope of services which is attached hereto at **Exhibit A** and made part of this Agreement.

**3. PROFESSIONAL RESPONSIBILITY:**

3.1. The Provider shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.

3.2. The Provider warrants that he/she/it is authorized by law to engage in the performance of the services of this Agreement. The Provider warrants that he/she/it has secured all required licenses and certifications to provide services under this Agreement.

**4. TERM:**

- 4.1.** The term (“Term”) of this Agreement will commence immediately upon the date of approval by the Board of Estimates of Baltimore City (the “Board”) and will terminate [\_\_\_\_\_] (\_\_\_) years thereafter, with an option to renew this Agreement for [\_\_\_\_\_] (\_\_\_) additional [\_\_\_\_\_] (\_\_\_) year terms on the same terms and conditions, to be exercised at the sole discretion of the City.

**5. COMPENSATION:**

**5.1. Reimbursement.**

- 5.1.1.** The Provider shall provide the services agreed to in this Agreement as identified in **Exhibit A** for a total cost (including fees and expenses) not to exceed **Dollars (\$00)**. The Provider shall be reimbursed according to the budget in **Exhibit B**, attached hereto and incorporated herein. The Provider agrees that all expenditures are to be made in accordance with the terms and conditions of the funding source identified in **Exhibit C**, attached hereto and incorporated herein.

- 5.1.2.** Payment in excess of the amount set forth above will not be made unless there is a mutually agreed upon change in the scope of services which requires an increase in the total Project cost. Such an increase in the total Project cost will only occur through a written amendment to this Agreement which is approved by the parties and the Board.

**5.2. Payment.**

- 5.2.1.** The Provider shall submit invoices monthly to the City for work performed under this Agreement. Each invoice shall show the services performed and expenses, if any, related to work performed up until the time of invoice submission. Expenses shall include transportation (train, air, taxi, mileage, tolls, and parking), lodging, meals, reproduction costs, and miscellaneous expenses to the extent allowable by the City according to the requirements of its Administrative Manual. Invoices will be structured in a format that is approved by the City.

- 5.2.2.** City shall make its best efforts to pay the Provider for approved invoices within thirty (30) days of receipt of the invoices for work satisfactorily performed by the Provider. Under no circumstances shall the City be required to pay any interest or additional charges of any kind whatsoever.

**6. INSURANCE:**

- 6.1.** The Provider shall procure and maintain the following specified insurance coverage during the entire life of this Agreement, including extensions thereof.

- 6.1.1.** Professional Liability, Errors, and Omissions Insurance, at a limit of not less than Three Million Dollars (\$3,000,000) per occurrence in the event that service delivered pursuant to this Agreement, either directly or indirectly, involves professional services. 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. Additionally, a three (3) year extended reporting period is required for those policies written on a “Claim’s Made Basis”. Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require professional services.

- 6.1.2.** Technology Liability, Errors, and Omissions Insurance, with annual, aggregate limits of no less than One Million Dollars (\$1,000,000), pertaining to programming errors, software performance, and performance failures rendered by the Provider or its agents or employees. 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. Additionally, a three (3) year extended reporting period is required for those policies written on a “claims made basis”. Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require technology related services.
- 6.1.3.** Cyber Liability Insurance including but not limited to Network Privacy, Technology, Security, Web-Media Services, Breach Containment, Technology Extortion, and Data Restoration, at a limit of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate limit of One Million Dollars (\$1,000,000) is required. 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. Additionally, a three (3) year extended reporting period is required for those policies written on a “Claim’s Made Basis”. Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require technology related services.
- 6.1.4.** Workers’ Compensation coverage as required by the State of Maryland or other applicable State’s law.
- 6.1.5.** Commercial General Liability Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, property damages, sexual molestation and abuse, and products and completed operations coverage. For those policies with aggregate limits, a minimum limit of One Million Dollars (\$1,000,000) is required. Such insurance shall include contractual liability insurance.
- 6.1.6.** Business Automobile Liability 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. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.



- 6.2. 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.
- 6.3. 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. 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.
- 6.4. Required insurance 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.
- 6.5. Unless otherwise approved by the City, 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.
- 6.6. The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured as respects to liability arising out of activities performed by or on behalf of the Provider in connection with this Agreement.
- 6.7. 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.
- 6.8. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance or complete copies as required shall be a default by the Provider under this Agreement.
- 6.9. Notwithstanding anything to the contrary in any applicable insurance policy, the Provider expressly warrants, attests and certifies that there are no carve outs or exclusions to the policy coverage and limitations stated herein, except as required by law.

## **7. INDEMNIFICATION:**

- 7.1. The Provider shall indemnify, defend and hold harmless the City, its elected/appointed officials, employees, and agents from any and all claims, demands, liabilities, losses, damages, fines, fees, penalties, costs, expenses, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, and agents, arising as a result of: (a) breach of the Provider's representations, warranties, covenants, or agreements under this Agreement; (b) the Provider's violation or breach of any federal, state, local, or common law, regulation, law, rule, ordinance, or code, whether presently known or

unknown; (c) breach of the Provider's confidential obligations, including data security and privacy obligations; (d) any claim that the intellectual property provided by the Provider within the scope of this Agreement infringes any patent, copyright, trademark, license or other intellectual property right; and (e) any direct or indirect, willful, negligent, tortious, intentional, or reckless action, error, or omission of the Provider, its officers, directors, employees, agents, or volunteers in connection with the performance of this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. This requirement shall be included in all subcontractor or subconsultant agreements.

7.2. The City shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall the Provider settle any such claim, lawsuit or proceeding without City's prior written approval. In the event of any liability claim against the Provider, the Provider shall not seek to join the City, its elected/appointed officials, employees, or agents in such action or hold such responsible in any way for legal protection of the Provider.

7.3. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

## 8. **TERMINATION:**

8.1. Termination for Cause. If the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Provider shall violate any of the representations, warranties, covenants, terms or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, provided the Provider has failed to cure such violation within ten (10) days after receiving written notification from the City. The Provider will receive compensation for actual services performed and actual expenses incurred for any approved invoices related to work completed prior to such termination pursuant to the terms of this Agreement. Notwithstanding the above, the Provider shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement.

8.2. Termination for Convenience. The City shall have the right to terminate this Agreement at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days prior written notice to the Provider. If this Agreement is so terminated and the Provider shall not have been in default, the Provider will be compensated for all work accomplished, but not yet paid for, in accordance with the provisions of this Agreement. The Provider will not receive any further payments under this Agreement.

8.3. Appropriations. The payment of invoices and any amounts due the Provider under this Agreement is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If funds are not appropriated for payment under this Agreement, the City may terminate this Agreement without the assessment of any charges, fees or financial penalties against the City by providing written notice of intent to terminate to the Provider. The Provider shall not begin any additional work or services related to this Agreement upon receipt of notification of intent to terminate by the City.

**9. RETENTION OF RECORDS:**

**9.1.** The Provider shall retain and maintain all records and documents relating to this Agreement for a minimum of three (3) years **[change to six (6) years if any health care service record involved]** 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 City. The Provider shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, 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.

**9.2.** The Provider agrees to establish and maintain on a current basis:

**9.2.1.** General Journal;

**9.2.2.** General Ledger;

**9.2.3.** Cash Disbursement Journal;

**9.2.4.** Payroll Register;

**9.2.5.** Time and Attendance Records;

**9.2.6.** Cumulative Leave Records;

**9.2.7.** Maintain accounts receivable, accounts payable and equipment ledgers;

**9.2.8.** Monthly Reconciliation of Bank Accounts;

**9.2.9.** Monthly Reconciliation of Petty Cash Accounts; and

**9.2.10.** Monthly Trial Balance.

**9.3.** The Provider further agrees that:

**9.3.1.** All checks shall be supported by official documentation;

**9.3.2.** All contract expenditures for service shall be supported by approved documentation; and

**9.3.3.** Individual Personnel File folders shall be maintained and shall contain all individual personnel actions.

**10. AUDITS:**

**[if federal grants, use this]:**

**10.1.** 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. The Provider must ensure that any independent auditor engaged to perform their Uniform Guidance audit is qualified and meets Generally Accepted Government Auditing Standards (GAGAS) as issued by the Comptroller General of the United States.

- 10.1.1.** If the Provider expends \$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 2 C.F.R. 200 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") as promulgated by the United States Office of Management and Budget ("OMB").
- 10.1.2.** 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 auditor to perform a financial statement audit based on its fiscal year in accordance with 2 C.F.R. 200, Subpart F and Uniform Guidance.
- 10.1.3.** The Provider shall submit an original bound audit report and all management letters in hardcopy and pdf versions to the Department within the nine (9) months after the end of its fiscal year. The Provider shall send the appropriate audit report to the Fiscal Unit of the Department.
- 10.1.4.** 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.

- 10.2.** The Provider agrees to comply with funding requirements based on the funding source identified in **Exhibit C**.
- 10.3.** 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.

**[if local general funds/other funding source, use this]:**

- 10.1.** At any time during business hours and as often as the City may deem necessary, there shall be made available to the City for examination, the Provider's records with respect to matters covered by this Agreement. The Provider shall permit the City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. |

## **11. INFRINGEMENT PROTECTIONS:**

- 11.1.** The Provider represents and warrants to the City that any concepts, idea, studies, models, presentations, graphics, images, maps, guides, photos, printed materials, reports, brochures, operating manuals, designs, data, electronic files, software, processes, plans, procedures and other materials prepared or used by the Provider in performance of services under this Agreement (the “Property”) do not infringe or otherwise violate any intellectual property right of others, including patent, copyright, trademark, or trade secret.
- 11.2.** The Provider agrees to defend at its expense any action brought against the City to the extent based on a claim that the Property violates an intellectual property right. The Provider will pay any costs and damages finally awarded against the City in such action that are attributable to such claim, provided that the City promptly notifies the Provider in writing of the claim (provided, however, that the failure to so notify shall not relieve the Provider of its indemnification obligations), allows the Provider to control the defense, provides the Provider with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without the Provider’s prior written consent. In no event shall the Provider agree to any settlements related to this Agreement without first receiving the City’s written consent.
- 11.3.** Should the Property become, or in the Provider’s opinion be likely to become, the subject of any intellectual property claim, the City may at its sole option direct the Provider to (i) procure for the City the right to continue using the Property, (ii) replace or modify the Property so as to make it non-violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and the City shall be entitled an equitable adjustment in accordance with the Agreement.

## **12. WORK FOR HIRE:**

- 12.1.** To the extent any graphics, images, maps, guides, photos, printed materials, brochures, operating manuals, designs, data, processes, plans, procedures and information prepared by the Provider in performance of services under this Agreement include material subject to copyright protection, such materials have been specifically commissioned by the City and they shall be deemed “work for hire” as such term is defined under U.S. copyright law. The Provider shall secure a “work for hire” agreement on behalf of the City for any subcontractor who provides materials for this Agreement.
- 12.2.** To the extent any of the materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, the Provider hereby assigns to the City all right, title, and interest in and to any intellectual property, and the City shall have the right to obtain and hold in its own name any copyrights, registrations, and other proprietary rights which may be available.
- 12.3.** In the event this Section is not applicable, the Provider agrees to grant the City a perpetual enterprise license to the materials produced, prepared, generated, or created in accordance with this Agreement.

### **13. CONFIDENTIALITY:**

- 13.1.** The Provider agrees that any confidential information received from the City 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 City or pursuant to applicable federal, state, or local laws. The provisions of this Section shall remain binding upon the Provider after the expiration or earlier termination of this Agreement.
- 13.2.** The Provider shall comply with all applicable federal and state confidentiality requirements regarding personal information, including Md. Code Ann. State Gov. §10-1301 et seq.
- 13.3.** As required under the Maryland Public Information Act, the Provider shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal information disclosed to the Provider by the City or other government agencies and which are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.
- 13.4.** If the Provider becomes aware of any unauthorized access to, disclosure of, use of, or damage to the confidential information, the Provider shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage. Additionally, the Provider shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Provider or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City in any litigation against third parties that the City undertakes to protect the security and integrity of the confidential information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Provider shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.

**[include the following as applicable, if 13.6 is not applicable, be sure to delete Exhibit E – Business Associate Agreement]:**

- 13.5.** 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 (HIPAA) 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 C.F.R. part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General § 4-301 et seq.) as amended.
- 13.6.** The parties have executed the attached Business Associate Agreement intending the effective date thereof to be the Effective Date of this Agreement, attached hereto as **Exhibit E** and incorporated herein. Additionally, the Business Associate Agreement is hereby incorporated into this Agreement for the purpose of protecting the personal

health information pursuant to this Agreement in compliance with federal, state, and/or local laws, codes, and regulations, now in effect and hereafter adopted.

- 13.7.** As applies to Baltimore Infants and Toddlers Program records and School Health Suite records, the Provider shall comply with all applicable federal and state confidentiality requirements regarding the collection, maintenance, use and disclosure of information from education records in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. §1232g and 34 CFR Part 99) and policies on School Health Suite records of the Baltimore City School Board available through the Baltimore City Public Schools Family Handbook and Directory available through the website <http://www.baltimorecityschools.org/> or the Baltimore City Public Schools Office of Legal Counsel 410-984-2000. |

**14. PUBLICATION:**

- 14.1.** 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 City before such materials can be released. Materials shall be presented to the City for prior written approval and shall be returned to the Provider in a timely manner. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**15. MODIFICATIONS AND AMENDMENTS:**

- 15.1.** Any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of each party, and is approved by the Board. No modifications, alterations, or amendments of this Agreement are valid and enforceable unless the above requirements have been satisfied.

**16. COMPLIANCE WITH LAWS:**

- 16.1.** The Provider hereby represents, warrants, covenants, and agrees that:

**16.1.1.** 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;

**16.1.2.** The Provider's name in this Agreement is its full legal name;

**16.1.3.** It has the requisite corporate power (if applicable), authority and legal capacity to enter into this Agreement and fulfill its obligations hereunder;

**16.1.4.** The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body (if applicable);

- 16.2.** During the Term, it will 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;

**16.2.1.** There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of the Provider's knowledge, which if adversely determined, would have a material adverse effect on the financial condition or business of the Provider; and

**16.2.2.** It has obtained, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement.

**16.3.** The Provider's violation of the above representations and warranties shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider.

## **17. CRIMINAL BACKGROUND CHECKS:**

**17.1.** 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, §5-550 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.

**[include this as applicable]:**

**17.2.** If any of the services of the Provider under this Agreement occur on the grounds of a public or nonpublic school, the Provider shall comply with the Md. Code Ann. Criminal Procedure Article, § 11-722 that states that a person who enters a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. |

## **18. DISPUTES:**

**18.1.** The City shall in all cases, determine the amount or quantity, quality, and acceptability of the work and expenses which are to be paid under this Agreement; shall decide all questions in relation to said work and the performance thereof, and; shall, in all cases, decide questions which may arise relative to the fulfillment of this Agreement or to the obligations of the Provider thereunder. To prevent disputes and litigation where the Provider is not satisfied with the decision of the City, the Provider shall submit the claim to the head of the City agency (or his/her designee), who will decide any dispute between the Provider and the City, and the head of the City agency's determination, decision and/or estimate shall be a condition precedent to the right of the Provider to receive any monies under this Agreement, and is subject to review on the record by a



court of competent jurisdiction.

**19. CITY REQUIREMENTS:**

**19.1. Nondiscrimination.**

**19.1.1.** 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, ethnicity, sex, age, marital status, sexual orientation, gender identity or expression, disability, genetic information 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.

**19.1.2.** The 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. The 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. The Provider understands and agrees that violation of this clause is a material breach of this Agreement 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.

**19.1.3.** Upon the City's request, and only after the filing of a complaint against the Provider pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, the 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 the Provider has used in the past four (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 the Provider for each subcontract or supply contract. The 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. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, and other sanctions.

**19.2. MBE/WBE.** The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated by reference into this Agreement. If applicable, failure of the Provider to comply with this subtitle shall constitute a material breach of this Agreement and shall

entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider. The Provider will make good faith efforts to utilize minority and women's business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. (*See Art. 5, § 28-54, Baltimore City Code*)

- 19.3. Local Hiring.** Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to every contract for more than \$300,000 made by the City, or on its behalf, with any person. The Local Hiring Law also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Please visit [www.oedworks.com](http://www.oedworks.com) for detailed on the requirements of the law. If applicable, the Local Hiring Law and the Local Hiring Rules and Regulations shall be attached hereto as **Exhibit D** and incorporated herein.
- 19.4. Conflict of Interest.** No elected official of the City, nor other officer, employee or agent of the City who exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Provider asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Provider agrees to refrain from entering into all such practices or agreements during the Term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Provider asserts that it has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the Term of this Agreement and any extensions thereto.
- 19.5. Unfair Labor Practices.** Notwithstanding any other provisions in instant Agreement, the 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:
- 19.5.1.** Providers, 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.
- 19.5.2.** Providers, 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.
- 19.5.3.** If the Board determines that a provider, contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said provider, 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.
- 19.6. No Dumping.** The Provider's violation of any provision of City Health Title 7 {"Waste Control"}, Subtitle 6 {"Prohibited Disposal"}, constitutes a breach of this Agreement; and the City may determine, in its discretion, whether the violation is a material breach warranting termination of this Agreement.

## **20. STATE REQUIREMENTS:**

**20.1. Political Contribution Disclosure.** The Provider is aware of, and will comply with all applicable provisions of the Maryland Annotated Code, Election Law Article, §14-101 et seq., “Disclosure By Persons Doing Public Business”, (“Election Law”). The Provider certifies, in accordance with §14-107 of the Election Law, that it has filed the statement required under §14-104(b)(1) of the Election Law.

## **21. MISCELLANEOUS PROVISIONS:**

**21.1. No Waiver.** A party’s failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

**21.2. Severability.** Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.

**21.3. Governance.**

**21.3.1.** This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules.

**21.3.2.** The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland. The Provider hereby irrevocably waives any objections and any right to immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom.

**21.4. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective personal and legal representatives, successors, guardians, heirs and permitted assigns of the parties hereto and all persons claiming by and through them.

**21.5. Agency.** Nothing herein contained shall be construed to constitute any party the agent, servant or employee of the other party, except as specifically provided in this Agreement. No party has the authority to act as an agent of the other party except as specifically provided in this Agreement.

**21.6. Notice.**

**21.6.1.** All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, “Notices”) shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

**FOR THE CITY:**

[Director's Name, Title  
Name of Department/Agency  
Address  
City, State Zip Code  
Email]

**FOR THE PROVIDER:**

[Provider's Legal Name  
Title  
Address  
City, State Zip Code  
Email]

**21.6.2.** All Notices shall be effective upon receipt by the party to which notice is given.

- 21.7.** Payment to the City. Any payment(s) to the City or any of its Departments, Agencies, Boards or Commissions due under the terms of this Agreement or arising incident thereto shall be made to the Director of Finance and be mailed or delivered to: Director of Finance c/o Bureau of Revenue Collections Abel Wolman Municipal Building 200 N. Holliday Street Baltimore, MD 21202. Wiring instructions may be obtained from the Bureau of Treasury Management.
- 21.8.** Non-Hiring of Officials and Employees. The Provider agrees that no official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and terms of this Agreement and while serving as an official or employee of the City become or be an employee of the Provider or any entity that is a subcontractor of the Provider on this Agreement.
- 21.9.** Gender. Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa.
- 21.10.** Headings. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.
- 21.11.** Multiple Copies. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
- 21.12.** Recitals. The recitals are hereby incorporated as part of this Agreement.
- 21.13.** Survival. The representations, warranties, covenants promises and agreements contained in this Agreement shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.
- 21.14.** Interpretation. In the event of an ambiguity or question as to the meaning of any provision of this Agreement, or a conflict, or inconsistency between similar terms, conditions, or language between or within this Agreement and the provisions of any exhibit or schedule attached hereto or any document referred to herein, the interpretation placed thereon by the City shall be final and binding on the parties hereto, provided that any such interpretation shall not be unreasonable.
- 21.15.** Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in

addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**21.16. Independent Contractor.**

**21.16.1.** It is agreed by the parties that at all times and for all purposes hereunder that the Provider is 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.

**21.16.2.** The Provider warrants that individual(s) performing work under this Agreement shall be employee(s) of the Provider for all purposes, including but not limited to unemployment insurance, tax withholdings, workers' compensation coverage as required by applicable federal and state law.

**21.17. Contingent Fee Prohibition.** The Provider warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Provider to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

**21.18. Assignability/Subcontracting.** The Provider shall not assign, transfer, or subcontract any part of this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

**21.19. Further Assurances.** Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement. Furthermore, the Provider agrees to comply with the City's Electronic Communications Policy and will execute the Acknowledgment of Electronic Communications Policy (AM-118-1-1) prior to commencing any work pursuant to this Agreement, if applicable.

**21.20. Force Majeure.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties may modify this Agreement in accordance with the requirements herein.

**21.21. Entire Agreement.** This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not

intend to sign this Agreement under seal and hereby agree to impose the standard statute of limitations on this Agreement.

**21.22. Null and Void.** Should this Agreement not be approved by the Board, it shall be considered null and void.

**21.23. Pre-existing Regulations.** Any procurement regulations approved by the Board that are in effect on the date of execution of this Agreement are applicable to this Agreement.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**ATTEST**

**MAYOR AND CITY COUNCIL OF BALTIMORE**

\_\_\_\_\_  
Custodian of the City Seal

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS**

**PROVIDER'S LEGAL NAME**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED BY THE BOARD OF ESTIMATES**

\_\_\_\_\_  
Assistant Solicitor

\_\_\_\_\_  
Clerk Date

Being page | | of an Agreement by and between the Mayor and City Council of Baltimore and the Provider.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Provider shall perform the following services in accordance with this Agreement:

- |
- 
- 

|



**EXHIBIT B**

**ESTIMATED PROJECT BUDGET**

Line Item	Description	Year 20__ Estimated Funding
1		
	<b>Total:</b>	\$ _____

**EXHIBIT C**

**FUNDING SOURCE IDENTIFICATION**

<b>Source of Funding:</b>	<b>Federal</b>	<b>State</b>	<b>City</b>
<b>Name of Awarding Agency:</b>			
<b>Award Title:</b>			
<b>Award Id. #:</b>			
<b>CFDA Id. #:</b>			
<b>Term of Award:</b>			
<b>Award Amount:</b>			
<b>City Account #:</b>			

1. The Provider acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, the Provider shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals.
  
2. As applicable, the Provider shall comply with the assurances and certifications, which are attached hereto and incorporated herein.
  
3. The Provider agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy announced by the City. However, should the Provider find such additional condition or conditions unacceptable, the Provider may terminate this Agreement upon thirty (30) days written notice.

**EXHIBIT D**

**THE LOCAL HIRING LAW  
AND THE LOCAL HIRING RULES AND REGULATIONS**

*Attach if applicable.*

**EXHIBIT E**  
| \_\_\_\_\_ Department |  
**Business Associate Agreement**

This Business Associate Agreement (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by and between the Mayor and City Council of Baltimore, a political subdivision of the State of Maryland, acting by and through its \_\_\_\_\_ (the Department) and \_\_\_\_\_ (Provider).

**WHEREAS**, the City and the Provider have entered into a contractual agreement attached to this Agreement awarded by the Board of Estimates of Baltimore City on the Effective Date specified therein (the "Primary Contract") under which the Provider may have access to health information protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

**WHEREAS**, HIPAA requires that a Provider given access to health information protected under HIPAA also enter a Business Associate Agreement;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, including the mutual reliance of the parties on compliance with the terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. DEFINITIONS**

- 1.1. The terms used in this Agreement (e.g., Individual(s), Report, Required by Law, and Security Incident) have the same meaning as set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, as they may be amended from time to time and as set forth in B. below.
- 1.2. Specific definitions:
  - 1.2.1. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Regulations and which compromises the security or privacy of the PHI (45 C.F.R. § 164.402).
  - 1.2.2. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the PROVIDER.
  - 1.2.3. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the Department.
  - 1.2.4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Parts 160 and 164, as amended from time to time.
  - 1.2.5. "HIPAA Regulations" mean the Privacy, Security, Breach Notification, and Enforcement Regulations at 45 C.F.R. Parts 160 and 164.

- 1.2.6. "MCMRA" means the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health-General, §4-301 et seq. as amended from time to time.
- 1.2.7. Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.
- 1.2.8. "Secretary" means the Secretary of the Department of Health and Human Services or his designee.
- 1.2.9. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance.

## **2. PERMITTED USES AND DISCLOSURES OF PHI BY PROVIDER**

- 2.1. Provider may only use or disclose PHI as necessary to perform the services set forth in the Primary Contract or as required by law.
- 2.2. Provider agrees to make uses and disclosures and requests for PHI consistent with the Department's policies and procedures regarding minimum necessary use of PHI.
- 2.3. Provider may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Department.
- 2.4. Provider may, if directed to do so in writing by the Department, create a limited data set, as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Provider will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Provider will report any material breach or violation of the data use agreement to the Department immediately after it becomes aware of any such material breach or violation.
- 2.5. Except as otherwise limited in this Agreement, Provider may disclose PHI for the proper management and administration, or legal responsibilities of the Provider, provided that disclosures are Required By Law, or Provider obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Provider of any instances of which it is aware in which the confidentiality of the information has been breached.
- 2.6. The Provider shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). This prohibition does not apply to the Department's payment of Provider for its performance pursuant to the Primary Contract.
- 2.7. The Provider shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

- 2.8. The Provider shall comply with an individual's request to restrict disclosure of PHI if the information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full as provided in §13405(a)(2) of the HITECH Act.
- 2.9. If the Provider uses or maintains an electronic health record with respect to the PHI of an individual, the Provider shall provide a copy of such information in an electronic format as provided in §13405(e) of the HITECH Act.

### **3. DUTIES OF PROVIDER RELATIVE TO PHI**

- 3.1. Provider agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as required by law.
- 3.2. Provider agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- 3.3. Provider agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.
- 3.4. Provider agrees to Report to the Department any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure.
- 3.5. If the use or disclosure amounts to a breach of Unsecured PHI, the Provider shall ensure its report:
  - 3.5.1. is made to the Department without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.E.1, Provider must notify the Department of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Provider has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
  - 3.5.2. includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
  - 3.5.3. is in substantially the same form as the ATTACHMENT hereto; and
  - 3.5.4. includes a draft letter for the Department to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

- 3.5.4.1.a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - 3.5.4.2.a description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
  - 3.5.4.3. any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
  - 3.5.4.4.A brief description of what the Department and the Provider are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
  - 3.5.4.5.Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- 3.6. To the extent permitted by the Primary Contract, Provider may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), Provider shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Provider agree to the same restrictions, conditions, and requirements that apply to the Provider with respect to such information. Provider must enter into Business Associate Agreements with subcontractors as required by HIPAA.
  - 3.7. Provider agrees it will make available PHI in a designated record set to the Department, or, as directed by the Department, to an individual, as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format.
  - 3.8. Provider agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Department pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.526.
  - 3.9. Provider agrees to maintain and make available the information required to provide an accounting of disclosures to the Department or, as directed by the Department, to an individual, as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.528.
  - 3.10. To the extent the Provider is to carry out one or more of the Department's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Department in the performance of such obligation(s).
  - 3.11. Provider agrees to make its internal practices, books, and records, including PHI, available to the Department and/or the Secretary for purposes of determining compliance with the HIPAA Regulations.
  - 3.12. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider in violation of the requirements of this Agreement.

#### **4. TERM AND TERMINATION**

- 4.1. This Agreement shall remain in effect unless otherwise terminated for the entire term of the Primary Contract including any extensions, options or modifications, or, as appropriate, in accordance with the requirements of paragraph (C) of this subsection.
- 4.2. Upon the Department's knowledge of a material breach by Provider, the Department will either:
  - 4.2.1. Provide an opportunity for the Provider to cure the breach or end the violation and terminate this Agreement if the Provider does not cure the breach or end the violation within the time specified by the Department;
  - 4.2.2. Immediately terminate this Agreement if the Provider has breached a material term of this Agreement and cure is not possible; or
  - 4.2.3. If neither termination nor cure is feasible, report the violation to the Secretary.
- 4.3. Effect of Termination.
  - 4.3.1. Upon termination of this Agreement for any reason, the Provider shall return or, if agreed to by the Department, destroy and document the destruction of all PHI received from the Department, or created or received by the Provider on behalf of the Department that the Provider still maintains in any form. Provider shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Provider.
  - 4.3.2. If the Provider believes that returning or destroying the PHI is infeasible, the Provider shall provide to the Department notification of the conditions that make return or destruction infeasible. If the Department agrees that return or destruction of PHI is infeasible, the Provider shall extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction infeasible, for so long as the Provider maintains the PHI.
  - 4.3.3. Should Provider make an intentional or grossly negligent in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, the Department shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Primary Contract.
- 4.4. The obligations of Provider under this Section shall survive the termination of this Agreement.
- 4.5. If Provider breaches any of the covenants and assurance in this Agreement, the Department will suffer irreparable harm. Consequently, Provider agrees that the Department may enjoin and restrain Provider from any continued violation of this Agreement, and to reimburse and indemnify the Department for its reasonable attorney's fees and expenses and costs reasonably incurred as a proximate result of



Provider's breach. These remedies are in addition to and do not supersede any action for damages and/or any other remedy.

- 4.6. This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA Regulations and any other applicable law.

**5. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES**

- 5.1. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

**6. NOTICE PROVISIONS**

- 6.1. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage pre-paid, to the other parties by certified mail, return receipt requested to the following:

**FOR THE DEPARTMENT:**

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

**FOR THE PROVIDER:**

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

**7. COMPLIANCE WITH STATE LAW**

- 7.1. The Provider acknowledges that by accepting the PHI from the Department, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If the HIPAA Regulations and the MCMRA conflict regarding the degree of protection provided for PHI, the Provider shall comply with the more restrictive protection requirement.

**8. MISCELLANEOUS**

- 8.1. A reference in this Agreement to HIPAA or the HIPAA Regulations or a section of either means HIPAA or the HIPAA Regulations or the section as in effect or as amended from time to time.
- 8.2. The Parties agree to take such action in writing to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA Regulations and HIPAA.
- 8.3. Any ambiguity in this Agreement shall be resolved to permit the Department to comply

with the HIPAA Regulations.

- 8.4. The parties agree that this Agreement shall not be assignable, except by written approval, in advance by the Department.
- 8.5. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, exclusive of its conflict of law rules. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Baltimore City.
- 8.6. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 8.7. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 8.8. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- 8.9. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.
- 8.10. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.
- 8.11. Should any conflict exist between the language of this Agreement and the Primary Contract, the language of this Agreement shall prevail unless at some time in the future the parties specifically refer to this Agreement and explicitly otherwise provide.

**IN WITNESS WHEREOF**, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed and delivered the day and year first above written.

**ATTEST**

**MAYOR AND CITY COUNCIL OF BALTIMORE**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS**

**[PROVIDER'S LEGAL NAME]**

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT TO BAA  
FORM OF NOTIFICATION TO THE DEPARTMENT  
OF BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.E.(3) of the Business Associate Agreement between the Mayor and City Council of Baltimore, a political subdivision of the State of Maryland, acting by and through its Baltimore City Health Department (Department) and \_\_\_\_\_ (Provider).

Provider hereby notifies Department that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Provider has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

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

Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

Does the breach involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach:

\_\_\_\_\_

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

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Description of what Provider is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

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Contact information to ask questions or learn additional information:

Name:

---

Title:

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Address:

---

Email Address:

---

Telephone:

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**Appendix D:**  
Budget Narrative Template

**Please use this template for the Budget Narrative for application submissions.**

**Name of Contractor**

**Period of Performance**

The project period for this contract will be from October 1, 2024, through May 31, 2025.

**Method of Selection**

This contractor is submitting a budget in response to a request for proposal.

**Method of Accountability**

All contractors are held accountable to the fiscal standards of the Baltimore City government. The Baltimore City HIV/STI Prevention Program Director and the project management team will routinely review budgets, invoices, and submitted work plans for program implementation and contractual compliance. Continued contractual agreements are contingent upon satisfactory performance (i.e., meeting project deliverables).

**Scope of Work**

Provide an overview of what your program intends to accomplish with this funding

**INTRODUCTION**

This document is a sample format of the budget narrative and your program's budget may vary. Following this guidance will facilitate the review and approval of a requested budget by ensuring that the required or needed information is provided. Please provide the justification and support in the same order as the budget template

- A. Salaries and Wages:** For each requested position, provide the following information: name of staff member occupying the position (if the position is vacant, please state so); annual salary; percentage of time budgeted for this program; total months of salary budgeted; and total salary requested. Also, provide a justification and describe the scope of responsibility for each position, relating it to the accomplishment of program objectives.

**Sample Budget & Justification**

**Total Budget** **\$131,128.99**

**Personnel** **\$103,091**

<i>Name and Position/ Title</i>	<i>Annual</i>	<i>Time</i>	<i>Months</i>	<i>Amount Requested</i>
---------------------------------	---------------	-------------	---------------	-------------------------

<i>Jae Johnson</i>	<i>\$65,000</i>	<i>100%</i>	<i>12 months</i>	<i>\$65,000</i>
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*Project Coordinator*

*Position Narrative/Justification (descriptions may vary)*

*This position directs the overall operation of the project; responsible for overseeing the implementation of project activities...include all duties of this position which this funding will support.*

<i>Name and Position/ Title</i>	<i>Annual</i>	<i>Time</i>	<i>Months</i>	<i>Amount Requested</i>
---------------------------------	---------------	-------------	---------------	-------------------------

<i>Sally Summers</i>	<i>\$45,000</i>	<i>50%</i>	<i>12 months</i>	<i>\$22,500</i>
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*Community Health Worker*

*Position Narrative/Justification (descriptions may vary)*

*This position conducts HIV testing and counseling; Sally summers will screen clients...include all duties of this position which this funding will support.*

- B. Fringe Benefits:** Fringe benefits are usually applicable to direct salaries and wages. Provide information on the rate of fringe benefits used and the basis for their calculation. If a fringe benefit rate is not used, itemize how the fringe benefit amount is computed. **Refer to your organization’s guidelines on how the fringe should be calculated.**

**Sample Budget**

<i>35% of Total salaries = Fringe Benefits</i>	<i>Fringe Benefits Total</i>
	<u><i>\$7875+\$7,716=\$15,591</i></u>

*If fringe benefits are not computed by using a percentage of salaries, itemize how the amount is determined.*

*Example: Project Coordinator — Salary \$45,000*

<i>Retirement 5% of \$45,000</i>	<i>=</i>	<i>\$2,250</i>
<i>FICA (Standard at 7.65%) of \$45,000</i>	<i>=</i>	<i>3,443</i>
<i>Insurance \$2,000/year</i>	<i>=</i>	<i>2,000</i>
<i>Workers’ Compensation .05% of \$45,000</i>	<i>=</i>	<u><i>23</i></u>
<i>Total</i>	<i>=</i>	<i>\$7,716</i>

**C. Consultant Costs:** This category is appropriate when hiring an individual to give professional advice or services (e.g., staff training, expert consultant, evaluation, development of curriculum, etc.) for a fee but not as an employee of the grantee organization. See also Contractual/Subcontractual in Section H below. Written approval must be obtained from BCHD prior to establishing a written agreement for consultant services. Approval to initiate program activities through the services of a consultant requires submission of the following information to BCHD (see Budget Appendix A):

1. Name of Consultant;
2. Organizational Affiliation (if applicable);
3. Nature of Services To Be Rendered;
4. Relevance of Service to the Project;
5. The Number of Days of Consultation (basis for fee); and
6. The Expected Rate of Compensation (travel, per diem, other related expenses)—list a subtotal for each consultant in this category.
7. The basis of selection (competitive bids, sole source, single source, customer directed, etc.)

If the above information is unknown for any consultant at the time the application is submitted, the information may be submitted at a later date as a revision to the budget. In the body of the budget request, a summary should be provided of the proposed consultants and amounts for each.

**D. Equipment:** Provide justification for the use of each item and relate it to specific program objectives.

***Sample Budget***

**Equipment    Total \$1000**

<u>Item Requested</u>	<u>How Many</u>	<u>Unit Cost</u>	<u>Amount</u>
<i>Laptops</i>	<i>2</i>	<i>\$500</i>	<i>\$1,000</i>
<b>Total</b>			<b>\$1,000</b>

***Sample Justification***

*Provide complete justification for all requested equipment, including a description of how it will be used in the program. If this equipment is expected to be used on more than one project or grant, then you must allocate that portion of the cost of the unit that will be used on this award.*

- E. Supplies:** Individually list each item requested. Show the unit cost of each item, number needed, and total amount. Provide justification for each item and relate it to specific program objectives. If appropriate, General Office Supplies may be shown by an estimated amount per month times the number of months in the budget category tied to some basis of allocation (usually FTEs).

**Sample Budget**

**Supplies      Total \$1560**

*General office supplies (pens, pencils, paper, etc.)*  
 12 months x \$20/month x 1.5 FTEs = \$360

OR

*General Office Supplies:*

*Printer toner 3 x \$60= \$180*

*Paper: 5 Boxes x \$30=\$150*

*Pens: 5 packs x \$9=\$45*

*Total office supplies = \$375*

**Printed educational brochures (1,000 copies @ \$1 each) = \$1,000**

*Word Processing Software (@ \$200—specify type to be used on all projects) \$ = \$ 200*

**Sample Justification**

*General office supplies will be used by staff members to carry out daily activities of the program. The education pamphlets and videos will be used to illustrate and promote safe and healthy activities. Word Processing Software will be used to document program activities, process progress reports, etc.*

- F. Travel:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category. For other attendees, advisory committees, review panels, etcetera, the costs should show up as Other Direct Costs. Travel for staff, consultants, advisory committees, review panel, etc. should be itemized in the same way specified below. It is helpful to provide clear information regarding who, when, where, why, and how and to tie it to specific program objectives.

**In-State Travel**—Provide a narrative justification describing the travel staff members will perform. List where travel will be undertaken, number of trips planned, who will be making the trip, and approximate dates. If mileage is to be paid, provide the number of miles and the cost per mile. If travel is by air, provide the estimated cost of airfare. If per diem (Meals and Incidental Expenses (M&IE) and lodging) is to be paid, indicate the number of days and amount of daily per diem as well as the number of nights and estimated cost of lodging. Include the cost, mode, and purpose of ground transportation



when applicable.

Out-of-State Travel—Provide a narrative justification describing the same information requested above. Itemize out-of-state travel in the format described above.

**Sample Budget**

Travel (in-State and out-of-State)    Total \$1590.5

*In-State Travel:*

<i>1 trip x 2 people x 500 miles r/t x .27/mile</i>	=	\$ 270
<i>2 days per diem x \$37/day x 2 people</i>	=	148
<i>1 nights lodging x \$67/night x 2 people</i>	=	134
<i>1 nights taxes on lodging \$67 x 14% x 2 ppl.</i>	=	19
<i>10 trips x 1 person x 75 miles avg. x .27/mile</i>	=	<u>202.5</u>
<i>Total</i>		\$ 773.5

**Sample Justification**

*The Project Coordinator and the Community Health Worker will travel to (location) to attend AIDS conference. The Project Coordinator will make an estimated 10 trips to local outreach sites to monitor program implementation.*

**Sample Budget**

*Out-of-State Travel:*

<i>1 trip x 1 person x \$500 r/t airfare</i>	=	\$500
<i>3 days per diem x \$38/day x 1 person</i>	=	114
<i>2 nights lodging x \$67/night x 1 person</i>	=	134
<i>2 nights taxes on lodging \$67 x 14% x 1 per..</i>	=	19
<i>Ground transportation 1 person</i>	=	<u>50</u>
<i>Total</i>		\$817

**Sample Justification**

*The Project Coordinator will travel to Washington, DC to attend Conferences (provide conference details) schedule for January, 2025.*

- G. Other:** This category contains items not included in the previous budget categories. Individually list each item requested and provide appropriate justification related to the program objectives. It is helpful to provide a basis of allocation.

**Sample Budget**

**Other** **Total \$9,466.67**

**Communication** **\$900**

Cellphone:

To facilitate coordination of testing activities between the Program Coordinator and the Community Health Worker. The cellphone will also be used for client follow up.

1 Cell phone x \$75 monthly x 12 months= \$900

**Printing/Duplication** **\$1,125**

Printing flyers, and other educational information.

\$0.25 x 2000 copies= \$500

\$2.50 x 250copies=\$625

**Client Incentives** **\$2000**

Clients receiving HIV testing will receive gift cards worth \$10 each. Provide your organizations gift card use policy, including a sample log to track gift cards inventory, supervision, and disbursement.

200 clients x \$10 gift cards= \$2000

**Internet Provider Service:** **\$875**

(\$18 per month x 9 months x 1.5 FTEs) = \$875

**Rent and Utilities:**(Note, if this category is included in your indirect costs, do not itemize in the budget) **\$4,566.67**

Anticipated Occupancy Costs are as follows –

Rent:	\$24,000
Power:	\$1,800
Water:	\$800
Sanitation:	<u>\$800</u>
Total	\$27,400

**Basis of Allocation:** Percentage of Space Usage

Calculations: There are 500 square feet of space (of total 3000 square feet) dedicated specifically to this program; therefore, the application rate is 16.67%. Total Occupancy Costs for this project are \$4,566.67

**Sample Justification**

Some items are self-explanatory (telephone, postage, rent) unless the unit rate or total amount requested is excessive. If not, include additional justification. For printing costs,

*identify the types and number of copies of documents to be printed (e.g., procedure manuals, annual reports, materials for media campaign).*

**Note:** Any item that exceeds one percent of the grant value is subject to additional scrutiny. Please be sure to provide adequate information for these items.

**H. Contractual Costs:** There are two types of contractual relationships: The first is closer to being subcontractual, the second is more general in nature. For the purposes of preparing your proposal, include subcontractual costs in the section of your budget headed Contractual. A subcontractor is an entity that performs duties that are either the same as or directly related to the scope of work of the project. Their efforts contribute directly to the outcome of the project. They actually do the program objectives. The subcontractor is basically doing the work on behalf of the grantee. Examples of subcontractors would be program trainers, community outreach workers, community advisors.

Cooperative Agreement recipients must obtain written approval from BCHD prior to establishing a third-party contract to perform program activities. Approval to initiate program activities through the services of a contractor requires submission of the following information to BCHD (see Budget Appendix B):

1. Name of Contractor;
2. Method of Selection (competitive bids, single source, customer directed, same as last year, etc.);
3. Period of Performance;
4. Scope of Work;
5. Method of Accountability; and
6. Itemized Budget and Justification.

If the above information is unknown for any contractor at the time the application is submitted, the costs will be restricted. Copies of the actual contracts should not be sent to BCHD, unless specifically requested. In the body of the budget request, a summary should be provided of the proposed contracts and amounts for each.

For contractual costs that are more general in nature (janitorial, maintenance, payroll services, bookkeeping services, CPA, Audit, etc.) but their costs can be directly tied to the project at hand (the cost is allocable), then these should be considered contractual costs under Other Direct Costs. If you charge indirect via a rate, be careful that these indirect-type costs were not included in the indirect cost pool when the indirect cost rate was calculated. If they were included, then you will be double billing the Government and you will have an audit finding. You do not need to provide the level of justification that you do for subcontractual costs. However, be certain to include the basis of allocation and the method of formulation.

### ***Sample Budget***

*Contractual*

*Total \$2,500*

*CPA Consulting Services*

*Basis of Allocation: Hourly rate of \$25 x 100 hours = \$2,500*

**I. Total Direct Costs \$119,208.17**

Show total direct costs by listing totals of each category.

**J. Indirect Costs \$11,920.82**

The indirect cost should be no more than 10% of the overall grant.

$10\% \times \$119,208.17 = \$11,920.82$

NOTE: If the applicant has an approved indirect rate but they still elect to charge a portion of indirect-types of costs (administrative, occupancy, telecommunications, insurance, etc.) as direct costs, please be certain that the direct charged costs were not included in the indirect cost pool when the rate was formulated. It is important that you provide an assurance on the budget that the costs were removed. Failure to remove the costs will result in double charging to this agreement and it will be a serious finding on your audit. Please consult your CPA on this matter.

If the applicant organization does not have an approved indirect cost rate agreement, then costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs. Cost breakdowns, justifications, and calculations such as indicated above will be necessary in order to support these costs.