



REQUEST FOR PROPOSALS (RFP)

FOR

***Title:** Integrated HIV Programs to Support Ending
the HIV Epidemic in Baltimore City*

***Funding:** Mixed Source (Federal and State)*

Bureau of Clinical Services and HIV/STD Prevention
Division of Population Health and Disease Prevention

Release Date: May 27, 2020

Letter of Intent (recommended): June 8, 2020

Application Due: July 6, 2020 by 5:00pm EST



Bernard C. "Jack" Young, Mayor
Letitia Dzirasa, MD., Commissioner of Health
1001 E. Fayette Street • Baltimore, MD 21202

Contents

- A. *Introduction* 3
 - i. *Background*..... 5
 - ii. *Scope of Work* 6
 - iii. *Priority Populations* 13
 - iv. *Eligible Applicants*..... 13
 - v. *Letter of Intent* 13
 - vi. *Award Range* 14
 - vii. *Proposal Deadline* 14
 - viii. *Required Assurances and Agreements* 15
- B. *General Requirements*15
 - i. *Schedule* 15
 - ii. *Grant Period and Available Funding* 16
 - iii. *Program Requirements* 16
 - iv. *Grant Administration Processes* 20
 - v. *Assurance Statements* 20
 - vi. *Right of Rejection* 21
- C. *Proposal Preparation Instructions*22
 - i. *Proposal Format* 22
 - ii. *Additional Required Documentation* 25
 - iii. *Proposal Submission Instructions* 25
 - iv. *Review Process* 26
- D. *Attachments and Appendices*.....28

A. Introduction

Baltimore City Health Department has been working with the community and key stakeholders on HIV prevention and care for those living with HIV for more than 30 years. In February of 2019, these efforts were re-invigorated when the Federal Government announced a national initiative, Ending the HIV Epidemic (EHE), with a goal to reduce new HIV infections in the US by 90% by 2030.

This National EHE initiative centers around **4 core pillars** of diagnose, treat, prevent, and respond working to achieve the following outcomes:

Diagnose- Increased routine opt-out HIV screenings in healthcare and other institutional settings; increased local availability of and accessibility to HIV testing services; increased HIV screening and re-screening among persons at elevated risk for HIV

Treat- Increased rapid linkage to HIV medical care; increased early initiation of ART; increased immediate re-engagement to HIV prevention and treatment services for people living with HIV (PLWH) who have disengaged from care

Prevent- Increased screening for PrEP (Pre-Exposure Prophylaxis) indications among HIV-negative clients; increased referral and rapid linkage of persons with indications for PrEP; increased access to Syringe Service Programs

Respond- Increased health department and community engagement for cluster detection and response; improved surveillance data for real-time cluster detection and response; improved policies and funding mechanisms to respond to and contain HIV clusters and outbreaks

www.hiv.gov

In support of this initiative, Baltimore City Health Department began facilitating the development of a Baltimore City Ending the HIV Epidemic Plan in 2019. Moving into 2020, this planning process is ongoing, utilizing community engagement, data, needs assessments, best practice review and other methods to develop an EHE 2030 plan. The process is being led by an Ending the HIV Epidemic Working Group comprised of community representatives, as well as representatives from the existing Ryan White Planning Council and Baltimore City HIV Planning Group and Commission.

While the plan remains in its earliest stages, its core strategies coupled with recommendations from the Federal government serve as guidance for this RFP. As Baltimore's EHE plan evolves, it will be further shared for public input and comment and will continue to direct EHE funding in subsequent years.

The purpose of this RFP is to identify new and/or existing partners in Baltimore City who can contribute to the over-arching goal and outcomes above. This RFP is an opportunity to support **innovative and creative** ways to expand access and improve the quality of preventive and care services into the existing HIV landscape.

COVID-19 has and will continue to impact organizational function, funding, and ability to implement EHE activities. Similarly, communities, families, and individuals have experienced, and will continue to experience, a number of social, economic, and health effects due to this pandemic. In creating your response, BCHD requests that all applicants consider the needs, challenges, and opportunities that the COVID-19 pandemic brings to the execution and maintenance of HIV prevention and care services over the next 12 plus months. While the situation is ongoing and fluid, these issues should be briefly addressed in the implementation narrative (see guidance below).

This RFP is funded through two sources: one Federal (Center for Disease Control and Prevention) and one State (Health Resources and Services Administration funds through Maryland Department of Health). Both funding sources support very similar activities. In order to streamline and simplify HIV prevention activities in Baltimore City, BCHD is releasing a single RFP for these funding sources.

Awardees of this RFP will receive funds from **one** of these two funding sources. The fiscal years are slightly staggered between the two funding sources, necessitating some scheduling differences described below. BCHD will work closely with each awardee to ensure they are familiar with the funding source guidelines and requirements.

This **project will be 5 years in duration**, contingent upon available funding. The initial implementation period will start August 1, 2020 and end either June 30 or July 31, 2021 (depending upon the funding source- state or federal). Regardless of the year 1 end date, available Year 2 funds will be granted without funding interruption pending availability of funds (meaning start of Year 2 funds will be July 1 or August 1, 2021, depending on the funding source).

i. Background

Over the last decade, Baltimore City Health Department (BCHD) and its community partners have made significant progress in reducing the incidence of new HIV cases while providing accessible and quality healthcare to those living with the disease. In 2008, the Maryland Department of Health (MDH) Center for HIV Surveillance, Epidemiology, and Evaluation reported 783 new HIV diagnoses in Baltimore. Since then, the number of new diagnoses in the city has decreased on average by more than 10% per year, with 224 new diagnoses in 2018. Similarly, from 2010 to 2018, the estimated percentage of HIV positive individuals unaware of their status decreased from 14% to 11.6%, with an increase in individuals retained in care (68% to 81%) and virally suppressed (35% to 67%).

Unfortunately, these improvements have not been distributed equally across all populations, with disparities in the incidence and prevalence of HIV ongoing and increasing. For example, 81% of new infections are among black/African American individuals, who comprise only 63% of the population in Baltimore. Men who have sex with men (MSM) have accounted for an increasing proportion of new HIV diagnoses (from 30.3% to 56.3% over the last 10 years). Another population of concern is youth. In 2018, a reported 72 out of the 224 (32%) new HIV diagnoses in Baltimore occurred among individuals aged 20 – 29 (a 50% increase from 10 years prior). Additionally, **MDH estimates 50% of youth living with HIV in Maryland remain undiagnosed.** While surveillance data on transgender individuals and the LatinX/Hispanic community is often incomplete or missing, we know from other data sources and anecdotal evidence that these individuals are disproportionately affected by HIV and have significant barriers in accessing both preventive and treatment services.

While less striking, disparities also persist in markers of treatment, as demonstrated by the data on Ryan White clients. In 2018, overall retention in care for Ryan White clients was 81%, but lower for MSM of color (77%), youth (71%), and transgender individuals (74%). Similarly, 86% of Ryan White clients maintained viral suppression, but suppression rates were lower for MSM of color (85%), youth (76%), and transgender persons (78%).

Geographically, the highest prevalence zip codes of people living with HIV/AIDS in Baltimore are in 21201, 21202, 21205, 21217, 21223 and 21222.

Although Baltimore's EHE plan is still in development, Baltimore City Health Department has highlighted two additional and inseparable goals to that of the National Initiative.

1. Decrease the incidence of new HIV cases (The National EHE Goal)

2. Increase access to care and improve health outcomes for people living with HIV/AIDS (Additional Goal for Baltimore)
3. Improve health equity through the reduction of health disparities associated with race, ethnicity, sexual orientation, gender identity, age, socio-economic standing and residency status (Additional Goal for Baltimore)

These goals will be achieved through 4 key pillars of intervention:

1. **Diagnose**- all people with HIV as early as possible after infection.
2. **Treat**- the infection rapidly and effectively to achieve sustained viral suppression.
3. **Prevent**- new HIV transmissions by using proven interventions, including pre-exposure prophylaxis (PrEP) and syringe services programs (SSPs)
4. **Respond**- to HIV clusters effectively and efficiently

Baltimore City has also added a fifth pillar:

5. **Foundational work** to educate, transform, and inform to improve health literacy, reduce stigma and medical mistrust, and inform programming with community input and data.

ii. Scope of Work

This RFP provides funding opportunities for 3 of the EHE pillars: Diagnose, Treat, and Prevent. Additionally, this RFP includes funding for a not-for-profit organization with a history of contract management/micro-grants to serve as a financial subsidiary to support grassroots prevention activities through a system of micro-grants.

Proposed projects under this RFP **must** focus on **at least one Pillar:**

- (1) Diagnose
- (2) Treat
- (3) Prevent

And/or can apply as a financial subsidiary for grassroots prevention activities.

Applicants **must** apply for one or more of the **recommended strategies** in their chosen pillar(s) (table below). Applicants should address as many strategies under a selected pillar as appropriate in terms of providing comprehensive care. Collaborations which can expand the number of pillars and/or strategies are encouraged. However, if the collaborating partner is

seeking funding, both applicants must apply separately and highlight the collaborative partnership. Proposals with co-applicants will not be accepted. If applicants have ideas for additional strategies that are not listed, contact BCHD to discuss prior to submitting your application.

If you would like examples of effective interventions from which to inform your proposed project, please consult the CDC’s catalog of evidence-based interventions (EBIs) for HIV prevention and care here:

<https://www.cdc.gov/hiv/research/interventionresearch/compendium/index.html>

The list of pillars, strategies and metrics:

<p>Pillar 1 – Diagnose: The Diagnose pillar focuses on diagnosing all people living with HIV, as early as possible. Reaching undiagnosed people living with HIV requires effective use of data for prioritized HIV testing, the provision of HIV and STI partner services, and approaches that include education, addressing fear and stigma, rapid treatment options, and the integration of HIV testing into routinized health screenings. All activities should include aspects of raising awareness of HIV, providing education about HIV, providing HIV testing and providing linkage to HIV prevention services (if HIV negative) or HIV care (if HIV positive).</p>	
<p>Strategies:</p>	<ol style="list-style-type: none"> 1. Testing in clinical settings: Routine opt-out HIV testing in healthcare and other institutional and clinical settings. This includes awareness, education, testing, and referral to prevention and care services. 2. Testing in non-healthcare settings: Locally-tailored HIV testing programs to reach persons in non-healthcare settings, specifically focusing on prioritized populations in various settings and during nontraditional hours. Ensuring awareness, education, testing, and referral to prevention and care services. 3. Increase re-screening of persons at elevated risk for HIV infection. Developing innovative clinical (ie. EMR triggers) and/or community systems (ie. regular provision of home-test kits to individuals at elevated risk) to improve frequent access to testing for those at high risk for HIV infection.

	<p>4. Integrate HCV and STI testing services into HIV testing. Develop comprehensive awareness, education, testing, and linkage/referral services that can address HIV, STIs and HCV.</p>
<p>Required Metrics:</p>	<p>Proposed activities must provide the following metrics:</p> <ul style="list-style-type: none"> • Number of individuals tested (including provision of self-tests) • Number of new/previous positives • Number and percentage of people testing positive who are linked to medical services within 30 days • Number and percentage of people tested for HIV referred to prevention services (ie. PrEP, social services) • Number of events where HIV awareness and/or testing are conducted

Pillar 2- Treat: The “**treat**” pillar emphasizes the importance of promoting care engagement/re-engagement, care retention and viral suppression. In this RFP, we do not intend to replicate the services supported by Ryan White funding. The focus for this RFP is on two very specific aspects of treatment: (1) **Peer support networks** for those living with HIV - An HIV diagnosis can be an emotionally traumatic and isolating event. Many individuals with HIV have a multitude of medical and/or psychosocial issues and needs in their life that may take precedence over their HIV care. Feedback from our communities as well as scientific data confirm that strong support systems are essential to improved care engagement, care retention and treatment adherence. (2) **Case management** for those who are not Ryan White patients. Data indicate better outcomes for Ryan White patients compared to those who are not in the Ryan White program. Case management is a fundamental component of Ryan White clinics. This funding supports case management for patients who are not Ryan White patients.

<p>Strategies:</p>	<p>1. Establishment, recruitment for, and facilitation of Peer Support activities (in person and/or virtual), support groups, or “buddy” systems to promote social safety nets and self-care practices. Activities which help provide social support for people living with HIV in a</p>
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	<p>peer/support group environment are encouraged. The objectives of peer support activities must include (re)engagement to medical services, retention in medical services, and achieving viral suppression.</p> <p>2. Provision of medical and/or non-medical case management of People Living with HIV who are not Ryan White clients. This can include, but is not limited to, facilitating medical appointments for patients, or coordination of social services such as housing, access to food, employment support, mental health services, drug treatment services, etc.</p> <p>Past practice interventions should be followed. Some examples of EBIs within CDC’s library related to peer-focused and case management interventions: https://www.cdc.gov/hiv/research/interventionresearch/compendium/index.html</p>
<p>Required Metrics:</p>	<p>Metrics for peer support activities are at the applicant’s discretion, but must target improved (re)engagement to medical services, retention in medical services, and viral suppression. Non-clinical applicants will need to provide data on engagement activities and behavioral change (appointments attended and/or self-reported change in facilitating behaviors), while clinical applicants should provide data on engagement activities, retention in medical services, and viral suppression. Some examples:</p> <ul style="list-style-type: none"> • Number of peer support groups • Number of peer support meetings • Number of peer support participants • % Change in self-reported behaviors • Number of PLWH linked to care • Number and % of attended appointments • Change in % of clients reaching viral suppression (for clinical sub-grantees only)

	<p>Metrics for case management for non-Ryan White patients are:</p> <ul style="list-style-type: none"> • Number of case management sessions • Number of referrals made to support services • Number of referrals kept at support services
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<p>Pillar 3- Prevent: Prevention of new HIV infections is a cornerstone of disease control. This pillar addresses a comprehensive and innovative approach to increase access to PrEP, nPEP, and support services for HIV negative persons at risk for HIV infection.</p>	
<p>Strategies:</p>	<ol style="list-style-type: none"> 1. Provide novel methods of PrEP/nPEP program implementation via telemedicine, technology based applications, or same day PrEP/PEP initiation 2. Deliver PrEP/nPEP services in traditional (e.g. brick-and-mortar) or non-traditional settings (e.g., mobile units, emergency departments, pharmacies, urgent care settings, family planning clinics, substance use treatment facilities) 3. Screen, refer, link, prescribe and track adherence to PrEP for HIV negative persons at risk for HIV infection interested in PrEP and nPEP 4. Refer HIV-negative persons at risk for HIV infection to other essential support services, to include screening and active referrals for healthcare benefits, behavioral health, and other medical and social services (e.g., housing, mental health services, substance use treatment services, employment, transportation, and other social services). 5. Increase awareness of and competence for HIV Prevention, PrEP and/or nPEP through trainings, outreach

	<p>events, and educational resources. This could include capacity building trainings on associated topics key for HIV prevention such as community engagement, cultural humility, communication skills, provider/client dynamics, etc. Audiences for these activities can be the general public, patients, or providers.</p>
<p>Required Metrics:</p>	<p>Proposed activities must provide the following metrics:</p> <ol style="list-style-type: none"> 1. Number and percentage of HIV-negative clients who are determined to be at high risk for HIV infection among those who are screened <ol style="list-style-type: none"> a. Numerator: Number of persons determined to be at high risk for HIV infection b. Denominator: Number of HIV-negative clients who are screened for PrEP/nPEP 2. Number and percentage of HIV-negative clients who are referred for PrEP/nPEP among those who are determined to be at risk <ol style="list-style-type: none"> a. Numerator: Number of HIV-negative clients who are referred for PrEP/nPEP b. Denominator: Number of persons determined to be at risk 3. Number and percentage of HIV-negative clients who are linked to PrEP/nPEP among those referred for PrEP/nPEP <ol style="list-style-type: none"> a. Numerator: Number of HIV-negative clients who are linked to PrEP b. Denominator: Number of persons referred for PrEP 4. Number and percentage of persons prescribed PrEP among those linked to PrEP <ol style="list-style-type: none"> a. Numerator: Number of persons prescribed PrEP/nPEP b. Denominator: Number of persons linked to PrEP/nPEP 5. Adherence/Persistence (TBD)

	<p>6. Number of clients screened and referred to social services</p> <p style="padding-left: 40px;">a. Count: Number of clients screened and referred to support services</p> <p>7. Number of individuals trained or community events on Prevention-related topics/services</p>
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Financial subsidiary for grassroots prevention activities: The purpose of this activity is to engage a not-for-profit organization with a history of contract management/micro-grants to provide flexible and innovative opportunities for community organizations, associations and groups to propose focused HIV activities requiring minimal budget for operational costs (ie. limited staffing, infrastructure or administrative costs). Our goal is for this to allow for administration of local micro-grants for grassroots prevention activities.

<p>Strategies:</p>	<ol style="list-style-type: none"> 1. Develop a system to announce, select, support and provide micro grants to community organizations and associations to implement HIV prevention activities/trainings/events focusing on: health literacy, stigma, racism, medical mistrust, cultural humility/sensitivity, HIV awareness/education, etc 2. Provide and monitor micro grants around HIV prevention 3. In collaboration with BCHD and other potential M&E partners, support the evaluation of outcomes and impact of these collective micro grants.
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<p>Required Metrics:</p>	<p>Proposed activities must provide the following metrics:</p> <ul style="list-style-type: none"> • Number of activities/events funded • Number of participating individuals • Qualitative reflection on activity outcomes (case stories, post-activity discussion, etc)
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	Applicants should consider proposing additional indicators/metrics for the grassroots prevention micro grants that are indicative of increased testing and/or improved access and uptake of HIV prevention and care services.
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iii. Priority Populations

Each applicant applying for strategies in Pillar 1-3 **must focus on at least two (2)** of these priority populations:

- Men who have sex with men (MSM)
- Youth between 13-29 years of age
- Transgender Persons
- African American women between the ages of 15-44
- Latinos/Hispanics
- People in the following zip codes: 21201, 21202, 21205, 21217, 21223 and 21222
- People Living with HIV over 50 (*Could be considered for the "Peer Support" activities only*)

These restrictions do not apply for organizations applying solely as a financial subsidiary to grassroots activities.

iv. Eligible Applicants

The following are eligible to apply for these funds:

- Private organizations with current not for profit status AND;
- Operate/provide services in Baltimore City AND;
- Have a documented history of sexual health and wellness services in the community AND;
- Can provide evidence of ability to access priority populations and fulfill program requirements

Note- Current BCHD EIS/CDC 1509 sub-grantees are strongly encouraged to apply for these EHE funds. BCHD also seeks potential new partners to apply for this funding.

v. Letter of Intent

It is strongly recommended that all organizations interested in applying for this RFP submit an electronic letter of intent notifying BCHD of its intent to submit a proposal by **June 8th, 2020**. The letter should indicate which pillar

or pillars the applicant intends to include in their proposal. Letters should be signed by the organization's designated authority/lead proposal contact, and should be submitted by email to:

Adam Huebner, Baltimore City Health Department, Director of HIV, STI and Hepatitis C Prevention Adam.huebner@baltimorecity.gov

vi. Award Range

Awards will be divided among the pillars/strategies. The exact number of awards per pillar/strategy will in part, be dependent on the proposals submitted. Total amount of the funding: \$1.5 Million.

Pillar Diagnose- Education, Testing and Linkage: 2-4 awards

Pillar Treat- Peer Support and Case Management: 0-2 awards

Pillar Prevent- PrEP, nPEP and Social Services: 5-7 awards

Foundational- Grassroots Micro-grant support fund: 1 award

The **minimum** award is **\$40,000 per year**

The **maximum** award is **\$230,000 per year** for organizations focusing on 1 pillar in their proposal and **\$300,000 per year** for those focusing on 2 or more pillars.

Contingent upon available funding and sub-grantee performance, organizations will be eligible for annual funding during the 5-year Program.

Progress reports and annual program plans must be submitted and are subject to approval for funding renewal.

NOTE: BCHD reserves the right to negotiate awards based on project plans, documented performance, and recommended program reviews.

vii. Proposal Deadline

Completed and signed proposals must be received by the HIV/STD Prevention Program by email, on or before **5:00p.m. EST, Friday, July 6, 2020.**

Email to:

Adam Huebner, Director of HIV, STI and Hepatitis C Prevention
Adam.huebner@baltimorecity.gov

AND

Genevieve Barrow, Assistant Director of HIV Prevention
Genevieve.barrow@baltimorecity.gov

If there is some difficulty in sharing these documents electronically, please call 410-453-7325 to discuss alternate solutions.

No extensions will be given. All components of the proposal must be included in the emailed proposal. Incomplete submissions will not be considered. See the Application Checklist provided in Attachment 1.

viii. Required Assurances and Agreements

Letters of Collaboration with Partnering Agencies

BCHD strongly encourages collaboration between organizations to strengthen and broaden the reach and impact of implemented HIV prevention and care activities. Each proposal must include at least one letter stating collaboration with an external not for profit organization (not under the same umbrella entity organization) indicating a partnership in an area of HIV prevention or care service, as described in the submitted proposal. This could include: linkage to care for identified HIV positive persons, linkage to care for newly diagnosed persons, outreach/engagement for certain priority populations, care retention to facilitate viral suppression, referral for supportive services, PrEP navigation, among others.

Assurance of Compliance with Federal, State, and Local Requirements

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

B. General Requirements

i. Schedule

Activity	Scheduled Date
RFP Announcement	May 27, 2020
Letter of Intent due to BCHD (Recommended)	June 8, 2020
WebEx EHE Funding Summary and Q&A	June 9, 2020
Meeting Information Meeting link:	

RFP- Ending the HIV Epidemic 2020

https://bmore.webex.com/bmore/j.php?MTID=m5f17c611fd3c52da9f432b36c9df74eb Meeting number: 718 393 463 Password: MzCi32fDNM3 OR Join by phone: +1-408-418-9388 United States Toll; +1-646-992-2010 United States Toll (New York City) Access code: 718 393 463	4pm- 5:30pm EST
Proposal Deadline 5:00 p.m. EST	July 6, 2020
Proposal Reviews	July 6, 2020 – July 14, 2020
Site Visits for new partners (subject to COVID 19 situation)	July/August, 2020
Grant Award Preliminary Notification (contingent upon CDC funding to BCHD)	July/August, 2020
Post Award Meeting (may be virtual or by telephone)	August 2020

ii. Grant Period and Available Funding

1. The initial grant period is for either 11 or 12 months, beginning August 1, 2020 and concluding on either June 30 or July 31, 2021, depending on funding source (whether Federal or State).
2. The grant cycle for this EHE funding is for a period of **five (5) years** – either running on a July 1 to June 30, 12-month cycle or an August 1 to July 31, 12-month funding cycle. During this five-year period, BCHD intends to award funding to the same grantees, one year at a time, on a non-competitive basis provided prevention and care services are still being offered, funding remains available, and the grantee has performed satisfactorily in the previous period.
3. The sub-grantee shall comply with all applicable terms of the Mixed Source (Federal and State) Funding Requirements, which are attached hereto and incorporated herein as **Appendix B**.

iii. Program Requirements

Sub-grantees will be responsible for implementing protocols to enhance access and quality of intervention activities.

Sub-grantees proposing **activities under “Diagnose” must:**

- Complete the agreed upon number of tests (determined during the site visit meeting) per year.
- Provide HIV education, counseling, linkage to care, and referrals to Partner Services (PS).

- Ensure the provision of confirmation HIV testing for all patients with preliminary reactive rapid tests results.
- Ensure the provision of HIV test results to all persons tested especially reaching those with HIV-positive test results.
- Provide post-test prevention counseling for all persons newly diagnosed with HIV infection.
- Actively link newly diagnosed people with HIV and persons previously known to be HIV positive (and not in care) to medical care and confirm attendance to the first appointment within 30 days of diagnosis.
- Refer all patients newly diagnosed with HIV to BCHD for Partner Services (PS).
- Provide testing or referral for other sexually transmitted diseases including, but not limited to: gonorrhea, chlamydia, and syphilis, as well as Hepatitis C. The Baltimore Disease Control laboratory will provide lab services for syphilis serologies sent with an HIV confirmatory specimen.
- Ensure that all HIV-positive and high-risk HIV-negative pregnant women who do not report being in prenatal care are actively linked to prenatal care.
- Screen and refer those who are identified as HIV-negative and at an increased risk for exposure or partners of HIV positive persons to Pre-exposure Prophylaxis (PrEP).
- Refer persons who very recently experienced a high-risk HIV-exposure to post-exposure prophylaxis (nPEP).
- Screen and refer clients to essential support services (behavioral health, insurance assistance, housing, etc.), as needed.
- Comply with all HIV testing, reporting, and documentation requirements including timely submission of data as required by BCHD, the Maryland Department of Health (MDH), HRSA and/or the CDC.
- Utilize funding and/or HIV test kits for activities and/or populations within Baltimore City.
- Require all HIV testing counselors to attend required trainings and participate in annual competencies and proficiency testing programs as required by CDC, MDH, and BCHD.
- Pursue third party insurance reimbursement for routine HIV testing in healthcare settings and report on efforts and outcomes at least annually, or as requested by BCHD.

Sub-grantees proposing **activities under “Treat” (Peer Support/Case management) must:**

- Design proposed interventions predicated on previous or existing Evidence-Based Interventions
<https://www.cdc.gov/hiv/research/interventionresearch/compendium/index.html>

- Ensure access to peer support groups and/or buddy systems for anyone living with HIV
- Have a plan that details how to identify, locate and encourage participation of patients
- Have peer support “providers” who are living with HIV and have access to training, support and personal development
- Ensure robust monitoring, measuring and evaluation processes
- Have a clear and well-defined documentation system to support any offered incentives (**Monetary incentives are not allowed**)
- Have adolescent and youth-specific peer support groups/activities

Sub-grantees proposing **activities under “Prevent” must:**

- Complete the mutually agreed upon performance measures
- Ensure significant links from/to testing programs (internal and/or external)
- Develop and maintain robust networks for referral including medical and non-medical services
- Submit data and documentation in accordance with the requirements (i.e. due dates for timely submission and completeness of data submission) according to the data deliverable schedule established by BCHD
- Participate in and contribute to grantee meetings, including quarterly PrEP collaborative sustainability meetings and peer navigator meetings.
- Require all peer navigators, and direct care providers to attend required trainings and participate in annual competencies and proficiency testing programs as required by the CDC and BCHD.

Sub-grantees proposing **activities under “Foundational: Educate, Transform, Inform” (Grassroots support fund) must:**

- Ensure open, transparent calls for HIV prevention micro grants (\$5,000 maximum)
- Share a selection grid/selection process with BCHD before launching the first round of micro grants
- Ensure micro grants are used for communities identified as priority populations above
- Develop financial monitoring mechanisms that ensure fiscal integrity but that do not serve as barriers for intended micro grant recipients
- Provide or help locate appropriate technical assistance for recipients to maximize activity impact
- Develop mechanisms to monitor and evaluate micro grant outcomes and impact

General Requirements for all sub-grantees:

- Participate in at least one annual site visit and potentially unannounced site visits, as needed.
- Attend the collaborative grantee meetings as determined by BCHD.
- Adhere and comply with any other requests, rules, regulations, and requirements instituted by BCHD, MDH, HRSA, or CDC.
- Provide all proposed conference abstracts and publications that are related to this project to BCHD for review at least 7 days prior to submission.
- Accept technical assistance and recommendations provided by project monitors and implement changes when required.
- Meet the following reporting requirements:
 - Submit the testing encounter/intake forms and lab reports (if applicable) within five business days from the date of the testing encounter and update accordingly;
 - Submit the fiscal reports – form 437 and 438 (expense reports/payment requests) on a quarterly basis and the end-of-year fiscal report (form 440) no later than 45 days after the end of the project period;
 - 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;
 - Provide a monthly inventory log report (if applicable);
 - Provide a monthly data report. The report should include all the indicators on the “monthly indicators template”;
 - For those who do not use the standard encounter/intake forms for negative results, provide a detailed monthly electronic report;
 - Provide an end-of-project progress report including the fiscal report (Form 440) within 45 days of project completion;

The end-of-project year progress report should include all indicators related to the pillar of intervention (See “*Scope of Work*”) and:

- Achievement against targets;
- Challenges and solutions used to address those challenges;
- Lessons learned;
- Development of collaborative relationships;
- Anticipated changes for the next implementation period.

Please examine financial guidelines in Appendix B for restrictive budget items.

iv. Grant Administration Processes

Invoices for reimbursement of services must be presented promptly, after the conclusion of each calendar month by the sub-grantee to BCHD.

Invoices will be processed and paid in accordance with BCHD and Baltimore City rules and regulations.

Forty-five days after the end of each funding year, the grantee will have submitted invoices for all expenses incurred in the previous year, where reimbursement is required.

v. Assurance Statements

GENERAL TERMS AND CONDITIONS OF THE CITY OF BALTIMORE

Reimbursement/Payment - BCHD shall be responsible for reimbursement of services performed under this program. Payment shall be based on signed invoices with supporting source documentation as required by BCHD. Required documentation may include receipts, records of salaries and fringe paid, performance measures, narrative progress reports, and other material as provided in the contract. Every effort will be made to make payment under the contractual agreement within thirty days of presentation of a request for payment.

BCHD reserves the right to increase or decrease awards within the funding period due to failure to achieve contracted goals and objectives in a timely fashion. All invoices and performance reports shall be made using standard forms in **Appendix A** or as designated by BCHD in the provider agreement.

Provider Agreement - The sub-grantee will be required to sign a contract similar to the attached Provider Agreement (the "Agreement"), whose terms will govern the relationship between the sub-grantee and BCHD. The Agreement is attached hereto and incorporated herein as **Appendix C**.

Federal Requirements - BCHD is responsible for the proper stewardship of all grant funds and activities. The sub-grantee is expected to maintain sound and effective business management systems to assure the proper stewardship of funds and activities. These systems must meet the requirements outlined by the Office of Management and Budget (OMB). Relevant information can be found in the following federal materials: (all OMB Circulars are available at <https://www.whitehouse.gov/omb/information-for-agencies/circulars>).

For Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations: OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-122 Cost Principles for Non-Profit Organizations; and OMB Circular A-21 Cost Principles for Educational Institutions.

The sub-grantee shall obtain an audit in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A copy of the audit needs to be forwarded to the Fiscal Office at the BCHD.

State Requirements – The sub-grantee shall comply with all applicable requirements of the State of Maryland. BCHD requires a “certificate of good standing” from the MD Dept. of Assessments and Taxation.

Insurance - The sub-grantee, at its sole expense, shall procure and maintain insurance coverage as required in the Agreement at **Appendix C**. This policy shall include broad form property damage if the sub-grantee uses any City of Baltimore owned facility (or facilities). Such insurance shall include (a) contractual liability insurance and (b) sexual and/or physical abuse liability coverages.

Compliance with Tax Obligations - Prior to the execution of a contractual agreement, the sub-grantee must be in compliance with federal, state and local tax requirements.

Confidentiality - All records and other identifying information shall be maintained in a secure place. The sub-grantee shall follow all confidentiality practices prescribed by federal, state and local laws, ordinances, rules and regulations. The sub-grantee will expressly agree that it will strictly comply with all applicable state and federal laws, regulations and policies governing the use and dissemination of criminal history.

Indemnification - The sub-grantee will be required to agree to indemnify the City.

Compliance with Local Laws – The sub-grantee will be required to abide by all applicable Local Hiring and Women/Minority Owned Business laws and regulations and any other standard City requirements.

vi. Right of Rejection

BCHD reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP, will be considered to be non-responsive, and will be rejected. Submitted proposals must comply with all terms of this RFP and all applicable State and City laws and regulations. BCHD may reject any proposal that does not comply with existing laws and regulations.

C. Proposal Preparation Instructions

i. 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 appendices.

- A. **Cover Page:** Each applicant must complete information on the form provided in Attachment 2.
- B. **Table of Contents:** Each proposal must contain a table of contents. All pages, including appendices, should be numbered.
- C. **Abstract:** Each applicant must submit a Project Abstract (500 word maximum) summarizing the proposed program.
- D. **Proposal Outline:** Proposals submitted must follow the outline below:
 1. *Agency Description/Capability Statement*
In this section, describe the agency's vision and mission; strengths and capabilities; experience in sexual health, wellness, and HIV program development and implementation; outreach capabilities; and fiscal and organizational soundness through its structure, staffing and accounting procedures and processes.
 2. *Priority Area Description*
Describe the geographic area to be served, priority population(s), 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. This section should justify your proposed interventions.
 3. *Proposed Work Plan*
Provide the program's work plan for Year 1 in a format similar to the table below. **Be sure to include all required indicators** (see *Scope*

of Work). You may also propose some additional indicators linked to the outcomes.

Project 5 year Goal:				
Pillar XXX				
SMART Objectives	Activities	Indicators/Targets/Data Sources	Persons Responsible	Completion Date/Timeline
Pillar XXX				
SMART Objectives	Activities	Indicators/Targets/Data Sources	Persons Responsible	Completion Date/Timeline

Project Goal 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. Ensure that achievement of Objectives contributes to attainment of the proposed Goal.

Program Implementation: Describe the organization’s evidenced based strategy for HIV Prevention and/or care. What settings will activities occur? Who will do the work? How will you find and engage individuals?

COVID-19 Considerations:

The challenges posed by the ongoing COVID-19 pandemic means that standard approaches to HIV prevention will not result in a 90% reduction of new HIV infections by 2030 in Baltimore. Testing, prevention, treatment, response, and foundational strategies will need to be re-examined with flexible strategies and activities proposed. Although the COVID-19 pandemic is complex and ever-changing, please consider what innovations or adaptations might help respond to needs, overcome challenges, or capitalize on new opportunities.

Collaboration(s): Describe formalized partnerships with external 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 and letter of collaboration.

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

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.

Monitoring and 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 during implementation.

Budget narrative/justification and completed budget form 432A-I budget packet (Appendix A): Questions related to the budget should be directed to Leonard Bryant: Leonard.Bryant@baltimorecity.gov, with Adam Huebner adam.huebner@baltimorecity.gov and Glen Olthoff: glen.olthoff@baltimorecity.gov copied.

Proposals must include a detailed project budget, using the Form 432A-I budget packet. 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.

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 charged 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:

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

Indirect Costs

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

Other Resources

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

ii. Additional Required Documentation

1. CLIA Waiver (valid at least until December 31, 2020) or evidence of submitted application and payment for the waiver (*for applications proposing activities under "Diagnose"*)
2. Maryland Certificate of Status/Good Standing
3. Certificate of Insurance Liability
4. Budget narrative and completed Form 432A-I budget packet (Appendix A)
5. Resumes or biographical sketches of existing or proposed position/roles to carry out project responsibilities
6. Signed MOU and Letter(s) of Collaboration
7. Evidence of nonprofit status

iii. Proposal Submission Instructions

1. Submitting the Proposal

The full proposal and all appendices must be emailed by **5:00p.m. EST, July 6, 2020**. No extensions will be given. Email to both:

Adam Huebner, Director of HIV, STI and Hepatitis C Prevention
Adam.huebner@baltimorecity.gov

AND

Genevieve Barrow, Assistant Director of HIV Prevention
Genevieve.barrow@baltimorecity.gov

If there is some difficulty in sharing these documents electronically, please call 410-453-7325 to discuss alternate solutions.

All proposal questions may be directed to Adam Huebner at Adam.huebner@baltimorecity.gov

iv. Review Process

Technical Review Panel

An initial review of proposals will be conducted by program and administrative staff from the HIV/STD Prevention Program. The proposals will be reviewed to determine if instructions were followed, eligibility requirements are fully met, and the required items included in the checklist are submitted. Incomplete proposals will be disqualified without further review. Proposals that are deemed compliant with instructions will proceed to review by a collaborative BCHD and community stakeholder review committee.

Internal/External Review Team and Evaluation Factors for Award

The review team will be made up of professionals and community members with expertise in HIV education, prevention, care, program implementation, and community mobilization. This team will review the content and written presentation of the proposal based on the following criteria:

Ability to implement: Experience, staffing, partnerships and connection to the proposed communities (related to the Pillar(s) of proposed intervention).	20%
• Past Experience	4 points
• Protocols and procedures	4 points
• Staffing	4 points
• Partnerships and community links	8 points
Proposed project plan: Relevance, innovation, likelihood to create change, likelihood to reduce HIV disparities, etc	40%
• Relevance	8 points
• Innovation (+ COVID adaptations)	7 points
• Theory of Change	10 points
• Addressing disparities	10 points
• Workplan	5 points
Monitoring and Evaluation: Plan and processes to effectively capture data, report, and implement actions for program improvement.	20%
• M&E systems (staff and protocols)	6 points
• M&E plan (actual M&E plan: how, what, frequency, responsible party of data collection)	8 points
• Quality Improvement process (Data use for program improvement)	6 points
Budget: Cost effectiveness, cost per proposed outputs/outcomes, budget clarity. Budget and budget narrative must be appropriate and align with proposed activities.	20%
• Appropriateness to objectives and activities	10 points
• Cost effectiveness	10 points

D. Attachments and Appendices

Attachment 1 Application Check List

Failure to comply with all mandatory requirements will render an application non-responsive and ineligible for further evaluation.

#	Mandatory Requirement	Met?
1	Was the application received by the time and date specified in the RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Did the applicant complete and submit all the application documents in the following order? Component A: Copy of Submitted Letter of Intent (<i>Recommended but not required</i>) Component B: Cover Page Component C: Table of Contents Component D: Abstract Component E: Proposal Outline 1. Agency Description/Capability Statement 2. Priority Area Description 3. Proposed Project Plan (including: project goals and objectives, project implementation, COVID considerations, collaboration(s), and staffing plan, evaluation) Component F: Budget narrative/justification and completed budget form 432A-I budget packet Component G: Non-profit certification Component H: Signed statement of assurance Component I: CLIA Waiver (if necessary) Component J: Signed MOU and Letters of Collaboration Component K: Maryland Certificate of Good Standing Component L: Certificate of Insurance Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No

	Component M: Organizational chart and Résumés and/or biographical sketches of existing or proposed position/roles	
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Attachment 2
Cover Page Format

1. Name of proposed program.
2. List the name and address of the main organization and department submitting the proposal along with all collaborating organizations.
3. Name, title, telephone number, e-mail address and fax number of main grant (programmatic) contact person.
4. Name, title, telephone number, e-mail address and fax number of secondary grant (fiscal personnel) contact person.

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.

APPENDIX A

BUDGET FORM 432A-I

APPENDIX B

MIXED SOURCE (FEDERAL AND STATE) FUNDING REQUIREMENTS

Ryan White Funds Early Intervention Services (indicated above as “State funds”)-
https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf

Center for Disease Control and Prevention (CDC) Ending the HIV Epidemic (indicated above as “Federal funds”)- <https://www.cdc.gov/hiv/funding/announcements/ps20-2010/index.html>

APPENDIX C (Example Agreement Template)

**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.

5.2.3. Final Payment. Within forty-five (45) days after this Agreement expires (the “Final Reporting Period”), the Provider shall submit to the Department a cumulative final expenditure report (the “Final Report”). Based on the Final Report, the Department shall reimburse the Provider for the balance due for all approved expenditures of which services have been satisfactorily performed by the Provider relating to this Agreement up to the contract amount set forth in Section 5.1.1. above. If the Provider fails to submit the Final Report within the Final Reporting Period, the Department may finalize the Provider’s final payment on the most current approved expenditure report submitted by the Provider to the Department. If the Provider

fails to submit the Final Report within the Final Reporting Period, all funds advanced to the Provider that exceed the approved expenditures shall be due and owing to the Department and shall be repaid to the Department immediately. Should the Provider fail to return any surplus funds to the Department within sixty (60) days, the Department reserves the right to withhold the amount of the surplus funds from future awards to the Provider and take any other appropriate legal action to secure the return of said funds.

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, and property damages, including products and completed operations coverage. For those policies with aggregate limits, a minimum limit of One Million Dollars (\$1,000,000) is required. This policy shall include broad form property damage if the Provider uses any City of Baltimore owned facility (or facilities). Such insurance shall include (a) contractual liability insurance and (b) sexual and/or physical abuse liability coverages.
- 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.
- 6.1.7.** Blanket Crime Insurance including Employee Theft and Forgery or Alteration to insure the Department against any and all loss of funds provided hereunder due to misuse, mismanagement, and/or theft of such funds by the Provider, its officers, employees, agents or assigns.
- 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 City, its elected/appointed officials, employees and agents, 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 | six (6) years | from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the 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:

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.

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.
- 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. |

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.

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 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		
	Total:	\$

EXHIBIT C

FUNDING SOURCE IDENTIFICATION

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

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.

ASSURANCES AND CERTIFICATIONS

A. ASSURANCES

In performing its responsibilities under this grant, the Provider hereby assures that it will fully comply with the following provisions as applicable:

1. Shall give the federal awarding agency, the State, the City, and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally-accepted accounting standard or agency directives.
2. Shall grant the federal awarding agency, the State, and the City a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for government purposes:
 - A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
3. Shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., which governs the protection of individually identifiable health information.
4. Shall comply with Section 543 of the PHS Act, 42 U.S.C. 290dd-2, as implemented at 42 CFR part 2, which requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes.
5. Shall comply with the requirements of Public Law 103-227, also known as the Pro-Children Act of 1994 (Act) and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
6. Shall comply with all applicable nondiscrimination statutes, including but not limited to:
 - A. Title VI of the Civil Rights Act of 1964, as amended, which provides that no person in the United States shall, on grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
 - B. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in Federally-assisted program;
 - C. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance; and
 - D. The Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age in Federally-assisted programs.
7. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
8. Shall comply with federal provisions (pursuant to §§1128 and 1156 of the Social Security Act and 42 CFR 1001) that prohibit payments under certain federal health

care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by the Department of Health and Human Services (DHHS). The Provider affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to such exclusion. The Provider agrees, further, during the term of this Agreement, to check the List of Excluded Individuals/Entities at <http://oig.hhs.gov/> prior to hiring or assigning individuals to work on this Agreement, and to notify the Department immediately of any identification of the contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the contractor or any contractor employee.

9. Shall comply with all applicable audit requirements of the Office of Management and Budget (OMB), including but not limited to 2 C.F.R. 200 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
10. Shall comply with all other applicable Federal, State, and City laws, executive orders, regulations and policies governing this Agreement.

B. CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.

As required by Executive Orders 12549 and 12689, the undersigned, on behalf of the Provider, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. CERTIFICATION REGARDING LOBBYING.

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the undersigned, on behalf of the Provider, certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00 for each such failure.

3. CERTIFICATION OF NON-DELINQUENCY OF FEDERAL DEBT.

The undersigned, on behalf of the Provider, certifies to the best of his or her knowledge and belief that the Provider is not delinquent in the repayment of any Federal debt as required by 28 U.S.C.S. § 3201.

The undersigned further provides assurance that it will include the language of the certifications in all subawards/subcontracts and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the Provider, I hereby certify that the Provider will comply with the above certifications.

Signature of Authorized Representative

Print Name and Title of Authorized Representative

Date

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:

RFP- Ending the HIV Epidemic 2020

- 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)

RFP- Ending the HIV Epidemic 2020

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):

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Telephone: _____