



# REQUEST FOR PROPOSALS

## FOR

### *Fiscal Agent Services*

March 1, 2022 – February 28, 2025

Released by: The Ryan White Program

December 8, 2021

*Brandon M. Scott, Mayor*

*Letitia Dzirasa, MD., Commissioner of Health*

1001 E. Fayette Street • Baltimore, MD 21202



## **BID and Contract Timeline**

Request for Proposal Available: December 8, 2021

Bidder's Conference Call: December 21, 2021

Intent to Bid: January 7, 2022

Due Date: January 18, 2022 no later than 5pm

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## I. Introduction

This Request for Proposal (RFP) is to secure an organization to serve as the fiscal agent for the management and disbursement of federal and state HIV funds awarded to the Ryan White Part A Program (Part A). The Ryan White Program provides direct financial assistance to hospitals, clinics, and community-based organizations that serve people living with HIV. The successful bidder will have extensive experience complying with state and federal funding reporting and accounting requirements, will receive and disburse funding to sub-recipients at the direction of the Ryan White Program, and will provide services necessary to satisfy the Scope of Work.

*COVID-19 has and will continue to affect organizational function. BCHD requires that all applicants demonstrate their planning for the needs, challenges, and opportunities that the COVID-19 pandemic brings to the execution and maintenance of account management services.*

This contract is funded through federal funds from Health Resources and Services Administration (HRSA). The current Part A budget is \$16,355,838. Part A subcontracts with 27 unduplicated sub-recipients. The Part A staff must work closely with the awardee to ensure familiarity with the funding source guidelines and requirements.

This **contract will be three years in duration**, contingent upon available funding. The start date for Year 1 of this project is March 1, 2022. The full project duration is from March 1, 2022 to February 28, 2025. Funding for future years is contingent upon the available HRSA Notice of Award (NOA).

## II. Background

The Ryan White HIV/AIDS Treatment Extension Act of 2009 is a federal program that funds services for people living with HIV/AIDS (PLWH). Ryan White services are for those who cannot pay for the care they need, and the Part A Program is the payer of last resort (see below). These individuals are among the most vulnerable and marginalized, living at 500% of the federal poverty level or more. Ryan White helps cities, states, and other organizations respond to these needs by paying the costs of HIV/AIDS care for eligible patients. Being the payer of last resort means the Ryan White Program pays for care that is not covered by other programs such as Medicaid and Medicare. Ryan White funds pay for medical and support services for PLWHs. The intent of the grant funds awarded to local and State areas is threefold: (1) to get PLWH into care

early (access care), (2) to help ensure they remain in care (care retention) and (3) to remain healthy (treatment adherence).

The Ryan White HIV/AIDS Program has many funding components. This request for proposals is exclusively for Part A funding. Part A funds are provided to metropolitan areas that have the highest density of AIDS cases (meaning disproportionately impacted) by the HIV epidemic. These areas are called eligible metropolitan areas (EMAs) or transitional grant areas (TGAs). EMAs are metropolitan areas with at least 2,000 new cases of AIDS reported in the past five years and at least 3,000 cumulative living cases of AIDS as of the most recent calendar year, and a total population of at least 50,000. Baltimore City and its surrounding counties are classified as an EMA.

Part A money is directed to the Chief Elected Official (CEO) of the major city or county government in the EMA or TGA. (The CEO is usually the Mayor. Sometimes it is the County Executive, Chair of the Board of Supervisors, or judge.) The CEO is legally the grantee but usually selects an agency such as the local health department or other agency to manage the grant. That agency is called the recipient. The recipient oversees the award and ensures proper and appropriate use of the funds. The legislation mandates the establishment of a planning council body nominated by the Mayor. The role of the planning council is to prioritize the needs of community, make decisions on funding and allocation based on the prioritized needs. The Part A recipient sub-contracts the fiscal oversight of the program.

Part A funds may be used for HIV primary medical care and other core services, which are defined as outpatient/ambulatory medical care, AIDS drug assistance program treatments, AIDS pharmaceutical assistance (local), oral health (dental) care, early intervention services, health insurance premiums and cost-sharing assistance, home health care, home and community-based health services, hospice services, mental health services, medical nutrition therapy, medical case management, and outpatient substance abuse services. HRSA has determined that these services are essential to PLWHs in order to stay in care and achieve quality medical outcomes. A limited amount of the money can be used for planning, managing, and evaluating programs, and for supporting the work of the planning council. As of June 30, 2020, an estimated 21,794 people live with HIV (PLWH) in the Baltimore EMA, of whom an estimated 4,010 (18.4%) are undiagnosed. There were 406 newly diagnosed cases in 2020.

### **III. Role of the Fiscal Agent**

The selected organization will serve as the fiscal agent for the Part A Ryan White Program. There is a possibility that the fiscal agent may be assigned to oversee other Ryan White funds besides Part A. The successful organization will be equipped to absorb the responsibility of additional funding assignments. The fiscal agent will be responsible for acceptance, disbursement,

accounting, and reporting of the Part A funds during the contract period. The disbursement of funds will be performed in accordance with 2 CFR 200 and 45 CFR 75 (Uniform administrative requirements, cost principles, and audit requirements) and applicable federal, state, and local polices and law.

The fiscal agent will assist with requests for proposals to identify sub-recipients. However, the fiscal agent does not make decisions about who receives the funds or the level of funding, which rests solely with BCHD Ryan White Part A Program staff. The fiscal agent disburses the funds at the direction of the Part A Program, manages accounts payable, receivables, and reporting requirements.

#### **IV. General Responsibilities**

- A. Receive funds
- B. Disburse funds at the direction of the Part A recipient
- C. Subcontract with sub-recipients
- D. Manage accounts payable, receivables, and reporting
- E. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with OMB circulars, 2 CFR 200, 45 CFR 75, HRSA policy clarification notices, and federal, state and local policies
- F. Consult with program staff and respond to audit financial findings
- G. Maintain proper accounting records and adequate documentation
- H. Prepare financial reports
- I. Provide technical assistance to sub-recipients regarding fiscal issues
- J. Report sub-recipient non-compliance and audit findings to the Recipient
- K. Participate with Part A Program on monthly monitoring calls with HRSA
- L. Conduct regular meetings with Part A Program with fiscal updates and concerns
- M. Conduct site visits
- N. Other relevant services of a fiscal agent for the Part A Program

#### **V. Scope of Work**

The successful bidder will serve as the fiscal agent for the Ryan White Program and will enter into a contract with the Baltimore City Health Department. The organization will receive and manage funds from the Part A Program, and provide services related to fiscal grant management, general accounting and financial services, oversight for fund integrity, annual fiscal monitoring of sub-recipients, and technical assistance. The fiscal agent will work closely with the Part A Program, complying with all federal, state and local laws, as well as participating in monitoring calls with the Part A Program staff.

While the Scope of Work is intended to serve as a guide in the preparation of the proposal, proposals may offer additional services that support the goals of this contract (see Exhibit A). Applicant proposals must demonstrate a strong track record in providing comparable services, including a realistic and reasonable budget.

A. Control of Part A Funds

- 1) The fiscal agent will request payment to coincide with invoices and timely payment to sub-recipients.
- 2) The fiscal agent will receive and manage funds in compliance with applicable state, federal, and HRSA policy and fund-specific regulations; and ensure internal controls to maintain fiscal integrity.
- 3) The fiscal agent will conduct annual fiscal site visits of sub-recipients.

B. Disbursement of Funds

- 1) The fiscal agent will make disbursements in accordance with the BCHD/Ryan White Regulations.
- 2) The fiscal agent will make disbursements within a reasonable time (30 days) following receipt of complete and accurate requests for reimbursement.
- 3) The fiscal agent will adhere to the applicable cost principles found in the Office of Management and Budget (OMB) circulars. The OMB circulars are incorporated herein by reference and are further specified in program regulations at 45 CFR 75.
- 4) The fiscal agent will disburse funds based upon reviewed and approved invoices.

C. Accounting of Funds

- 1) The fiscal agent will maintain an accounting of all revenue, expenditures, program income, and applicable credits associated with all funds by funding stream for the duration of the term of its services.
- 2) The fiscal agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), OMB policies, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other federal or state regulatory requirements.
- 3) The fiscal agent will limit the risk of questioned or disallowed costs.
- 4) The fiscal agent will implement any invoicing system or procedures deemed necessary by the Baltimore City Health Department, HRSA, and the fiscal agent in order to comply with its duties and responsibilities.
- 5) The fiscal agent will maintain an accounting of expenditures by expense type and service provider/vendor, and will be prepared to review these with RW Program senior staff at any time.

- 6) The fiscal agent will establish and maintain ledgers to manage obligations and expenditures of funds using approved accounting software. Applicants must identify the accounting software that they propose to use and state their willingness to use different accounting software if the Baltimore City Health Department changes its requirements.
- 7) The fiscal agent will establish procedures and processes to ensure that all amounts payable to sub-recipients and vendors are paid from existing funds and that proper documentation for each claim is maintained for monitoring and audit purposes.
- 8) The fiscal agent will assist with processes and procedures for invoicing, documentation, and reporting from sub-recipients.
- 9) The fiscal agent will establish a procedure to record and report all costs.
- 10) When requested, the fiscal agent will provide training and technical assistance to sub-recipients on fiscal matters.

#### D. Financial and Grant Reporting

- 1) To support the oversight role of BCHD, the fiscal agent will prepare and submit financial reports on a monthly basis in formats prescribed by BCHD
- 2) Identify expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and subrecipients.
- 3) The fiscal agent will report on an accrual basis and will report total obligations by funding stream.
- 4) The fiscal agent will prepare required federal and local financial reports associated with management of grant funds.
- 5) The fiscal agent will provide reports and other assistance to BCHD to monitor fiscal performance of all sub-recipients and budgets.
- 6) The fiscal agent will prepare financial reports and grant closeouts annually 45 days after the closeout of the grant year.
- 7) The fiscal agent will help sub-recipients prepare grant and contract budgets.
- 8) The fiscal agent will provide local allocation, expenditure, and budget spreadsheets for BCHD review on a monthly/year-to-date (YTD) basis.

#### E. Recovery/Reimbursement

- 1) The fiscal agent will help BCHD recover funds paid to sub-recipients or contractors that are subsequently disallowed.
- 2) The fiscal agent will reimburse BCHD for any funds paid to a sub-recipient or contractor and subsequently disallowed, to the extent that such disallowed funds are recovered from the sub-recipient or contractor.



- 3) The fiscal agent will not be responsible for funds disallowed at the sub-recipient level.
- 4) The fiscal agent will be responsible for any theft or misappropriation of BCHD funds and is required to carry at its own cost commercial liability and a fidelity bond that meets BCHD requirements.

F. The fiscal agent will be responsible for:

- 1) Timely processing of contracts
- 2) Timely processing of invoices
- 3) Accounting of grant funds by funding stream
- 4) Monthly financial reports
- 5) Cooperating with sub-recipients toward goals and objectives of the Ryan White Program
- 6) Participating in Ryan White sub-recipient meetings, BCHD meetings, and other meetings arranged by BCHD
- 7) Participating in HRSA meetings and Ryan White conferences
- 8) Cooperating with BCHD, HRSA and local partners in the monitoring and auditing of all Ryan White funds
- 9) Cooperating with BCHD-appointed representatives to conduct routine monitoring reviews of fiscal agent activities

G. Scope of Work Transition

BCHD currently has a contracted fiscal agent, carrying out the fiscal agent functions in the Baltimore EMA. In the event that the current organization does not bid or does not win the bid:

- 1) BCHD will work with the winning bidder for no less than 60 days from a date to be determined following review and award, to transition the systems, processes, and procedures to carry out the fiscal agent functions.
- 2) The fiscal agent will budget and establish a plan with reasonable staff time to transition the functions to the new fiscal agent.
- 3) The selected bidder will be required to participate in transition training for a new fiscal agent
- 4) BCHD requires the applicant proposal to demonstrate a minimum experience of five years in managing and monitoring federally-funded projects successfully, defined as fully meeting all of the requirements without a citation or finding.

Applicant proposals must demonstrate a strong track record in providing comparable services and include a realistic and reasonable budget. Any documentation of meritorious service is a plus.

## **VI. Contract Term**

- 1) It is the intent to award a contract for three years. After the first year, each subsequent year is subject to renewal. The decision to renew the contract will be at the sole discretion of the BCHD and subject to available grant funding from the federal government. BCHD will have the right of early termination.
- 2) Effective Date. This contract will begin on March 1, 2022.
- 3) Expiration Date. The initial term of this contract will expire three years after the effective date on February 28, 2025.
- 4) This contract may be renewed for one additional three-year term at the sole discretion of BCHD.
- 5) Renewals will be influenced by funding availability.

## **VII. Mandatory Proposal Content**

### **Bidder's Demonstrated Experience of Quality Service Delivery**

#### **A. Background, Performance, and Organizational Stability**

Describe the bidder's background, including:

- 1) Description of business.
- 2) Legal Status.
- 3) Must be registered to conduct business in the Baltimore City.
- 4) Website address or a statement that the organization has no website.
- 5) Number of years in business and brief history of the bidder.
- 6) Examples of types of contracts the bidder has previously entered into, including type of contracting entity, location of the work, and general types of services provided.
- 7) Provide evidence of past performance and external customer satisfaction for related services.
- 8) Describe internal or external evaluations conducted on the bidder's organization and/or operations during the past two years. Who conducted the evaluations? What were the results? What was the purpose of the evaluations?
- 9) Provide a list of any legal actions taken against your organization, including lawsuits, injunctions, or court orders.

- 10) If the entity has a board, identify its members (this may be expressed as a link to a website that identifies board members).
- 11) Estimate what percentage of the overall organization's work would be represented by this contract.
- 12) Review and complete all forms including: Proposal Cover Sheet; Assurances, Debarment Certification; and Non-Collusion Affidavit. An individual authorized to sign on behalf of the bidder must sign and date all forms.
- 13) Provide three references and how these contacts are familiar with the bidder's organization and the nature of the work performed.
- 14) Demonstrate knowledge of federal accounting practices in general and of the Ryan White Program mission and focus.

**B. Qualifications and Staffing**

- 1) Identify the staff that will be assigned to this contract.
- 2) Provide an organizational chart that shows how each staff person on this contract fits into the overall organization. For currently vacant positions, describe the qualifications that will be sought to fill the position and the timetable for hiring. Note: The lead position for the fiscal agent may not be shown as vacant, since these positions are too important to the selection of the contractor.
- 3) Indicate the roles/titles of the staff assigned to this contract.
- 4) Provide resumes of the key assigned staff. Resumes should include the following, as appropriate to each person's planned duties under this contract:
  - i. Accounting or finance degrees and accounting certifications
  - ii. Experience with automated reporting systems
  - iii. Experience in budgeting, accounting and fiscal oversight
  - iv. Experience in working with fund accounting
  - v. Identification of specific accounting and reporting experience with Ryan White in Baltimore EMA/federal agencies and/or private sector entities
  - vi. Experience with fund accounting software; experience in grant management

Identify functions that the fiscal agent may or will subcontract out; if the subcontractor has been identified, provide its background, qualifications, and staffing information. If a subcontractor is not yet identified, describe the qualifications that will be sought to fill the function. Subcontractor performance is the responsibility of the fiscal agent, which is liable for all actions and/or lack of action on the part all subcontractors. Where the use of an established subcontract is proposed, an original letter from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract will need

to be included. BCHD discourages subcontracting key positions but will consider such plans.

**C. Fiscal Integrity**

- 1) Describe the fiscal services to be provided that will ensure compliance with all federal, state, and local statutes, regulations, and policies and generally accepted accounting principles.
- 2) Provide one copy of the two most recent audit reports and/or financial statements for the organization.
- 3) If the entity has previously acted as fiscal agent for Ryan White funds, provide a copy of the two most recent any Auditor of Public Accounts Audits or Examinations.
- 4) Provide any corrective action plans initiated in response to monitoring or audit findings and the final status report on the completion of the corrective actions.
- 5) Summarize policies and procedures regarding internal controls, including separation of duties.
- 6) Provide information about fundamental financial practices including:
  - a. Budgeting practices including obligation and expenditure target and reviews, the process for budget modifications, and the tracking of commitments not yet recorded in the accounting system
  - b. Accounting system usage and review
  - c. Cash management practices – bank statement reconciliation, cash and credit card disbursement requirement
  - d. Processing of accounts payable including invoice review and reconciliation
  - e. Financial reporting processes
  - f. Cost allocation, including the use of an approved indirect cost rate, the use of actual costs as the basis of allocations, and the allocation of staff wages based on a time distribution system
  - g. Personnel cost tracking and management
  - h. Travel expense review and reconciliation
  - i. Individual Training Account protocols, if applicable
  - j. Financial oversight of subcontracted program services

**D. Scope of Work**

- 1) Using the Scope of Work in this RFP as guidance, describe the fiscal services to be provided that will ensure compliance with all federal, state and local statutes, regulations, and policies and generally accepted accounting principles.
- 2) Describe methods and processes and provide a project plan including reference to all items noted
  - a. Control of Ryan White Funds

- b. Disbursement of funds
- c. Accounting of funds
- d. Financial and grant reporting
- e. Recovery/reimbursement
- f. Deliverables
- g. Transition

#### **E. Cost**

Provide a detailed budget for delivery of the scope of work, including personnel and operating and administrative costs, using the Form 432A-I budget packet. This funding can vary based on federal award to the EMA. Include a breakdown of fiscal and administrative costs and how these funds will be allocated. The winning bidder will adhere to guidelines and monthly approval of expenditures.

#### **F. Budget Narrative**

For the purpose of this proposal, please submit a budget narrative for the following time period (March 1, 2022- February 28, 2023). Bidders are required to submit a detailed itemized budget discussing fiscal agent services that will be provided and a line-item-by-line-item rationale for each service/cost listed. All program expenses are payable on a reimbursable basis according to Baltimore City government regulations.

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

1) ***Personnel***

List all personnel whose salaries will be paid in whole or in part by the fiscal agent contract funding. For each position, provide job title, employee name, brief description of duties and responsibilities related to the contract, annual salary, percentage of time to be devoted to and paid under the contract, and amount to be charged to the contract.

2) ***Fringe Benefits***

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

3) ***Travel***

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

4) ***Supplies***

5) ***Indirect Costs***

10 percent (%) is the maximum allowable indirect cost.

6) ***Other Resources***

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

- 7) Budget narrative/justification and completed budget form 432A-I budget packet (**Appendix A**): Questions related to the budget should be directed to Michelle Derricott: [Michelle.Derricott@baltimorecity.gov](mailto:Michelle.Derricott@baltimorecity.gov), with Alberta Ferrari: [alberta.ferrari@baltimorecity.gov](mailto:alberta.ferrari@baltimorecity.gov) and Victoria Cargill: [victoria.cargill@baltimorecity.gov](mailto:victoria.cargill@baltimorecity.gov) copied.

## VIII. **Proposal Evaluation Criteria**

The proposal will be deemed responsive if the applicant responds to and meets all of the requirements of the RFP. Applicants may be invited for interviews to discuss the proposal elements in more detail at the discretion of the selection committee. BCHD reserves the right to cancel this RFP and solicit new proposals if, in the BCHD's sole judgment, the best interests of BCHD will be served by doing so. The selection committee will evaluate each proposal and use the following for scoring components for each submission:

### **Demonstrated Experience of Quality Service Delivery: 25%**

Score is based on background, performance, and organizational stability— whether the bidder adequately addressed all the response items and appears to be a solid organization and extent that the bidder demonstrated its ability to perform the functions described in its project plan; AND

Qualifications and Staffing— completeness of response to the items in the instructions, quality of response, strength of experience, and demonstrated achievements/results.

### **Scope of Work: 20%**

Score is based on appropriateness of response to all items in the instructions, strength of approach and processes, and understanding of the work and timetables necessary to achieve compliance, performance, and integrity.

### **Fiscal Integrity: 30%**

Score is based on demonstrated past fiscal integrity through compliance and accountability for expenditures of funds in accordance with OMB circulars, other federal regulations, and internal controls to maintain fiscal integrity. The bidder must have responded positively with corrective action to any audit financial findings; proper procurement process must have been followed; and, appropriate use, management, and investment of funds to maximize performance outcomes must have been followed.

**Cost of Overall Project: 25%**

Score is based on reasonableness of pricing consistent with the plan of work proposed, and qualifications of bidder.

**IX. Eligible Applicants**

The following organizations are eligible to apply for these funds:

- Private organizations with current not-for-profit status AND
- In good standing with the Maryland State Department of Assessment and Taxation or in good standing with an equivalent body in the state it operates AND
- Registered with SAM.gov and not barred from receiving federal funds

**X. 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 **January 7, 2022**. Letters should be signed by the organization’s designated authority/lead proposal contact, and should be submitted by email to:

**Dr. Alberta Ferrari**, Program Director of Ryan White HIV, [Alberta.ferrari@baltimorecity.gov](mailto:Alberta.ferrari@baltimorecity.gov)

**XI. Award Range**

6. The exact award is contingent upon available funding. Proposals may not exceed the budget threshold of \$540,000. Future year awards, fiscal years 2023 and 2024, are contingent upon available funding and fiscal agent performance. The Ryan White administrative cost is limited to 10%. The fiscal agent is one of the three administrative costs. The planning council and the recipient are the other administrative entities.

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

**XII. Proposal Deadline**

Completed and signed proposals must be received by the Ryan White Program by email, on or before **5:00p.m. EST, Tuesday, January 18, 2022**.

**Email to:**

**Alberta Ferrari, MD** Director of Ryan White Programs

[Alberta.ferrari@baltimorecity.gov](mailto:Alberta.ferrari@baltimorecity.gov)

AND

**Sonney Pelham**, Deputy Director of Part A

[Sonney.pelham@baltimorecity.gov](mailto:Sonney.pelham@baltimorecity.gov)

If difficulties are encountered sharing these documents electronically, please call 443-452-7597 to arrange alternate submission.

**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.**

### XIII. **Required Assurances**

#### **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.

### XIV. **General Requirements**

#### **Schedule**

<b>Activity</b>	<b>Scheduled Date</b>
RFP Announcement	December 8, 2021
Letter of Intent due to BCHD (Recommended)	January 7, 2022
Zoom Fiscal Agent Funding Summary and Q&A Meeting link: <a href="https://us02web.zoom.us/j/89383977772?pwd=aTJNMEF4TCtFTXNPV0dmWTJpUWVQdz09">https://us02web.zoom.us/j/89383977772?pwd=aTJNMEF4TCtFTXNPV0dmWTJpUWVQdz09</a> Meeting ID: 893 8397 7772 Passcode: 455483 Telephone: 13017158592,,89383977772#	December 21, 2021  2-3pm EST

Proposal Deadline 5:00 p.m. EST	January 18, 2022



Proposal Reviews	January 31, 2022
Site Visits for new partners (subject to COVID 19 situation)	February 2022
Grant Award Preliminary Notification (contingent upon HRSA funding to BCHD)	February 2022
Post Award Meeting (may be virtual or by telephone)	February 2022

## Grant Period and Available Funding

The grant cycle for this Part A funding is for a period of **three years** beginning March 1, 2022 and concluding on February 28, 2025. During this three-year period, BCHD intends to award funding to the same vendor, one year at a time, on a non-competitive basis and on the basis that the fiscal agent has performed satisfactorily in the previous period.

## Program Requirements

- Participate in at least annual provider meeting
- Attend the collaborative sub-recipient meetings
- Adhere and comply with any other requests, rules, regulations, and requirements instituted by BCHD or HRSA.
- Accept technical assistance and recommendations provided by BCHD and implement changes when required
- Submit the fiscal reports – form 437 and 438 (expense reports/payment requests) on a monthly basis and the end-of-year fiscal report (form 440) no later than **45** days after the end of the project period
- 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:

- Achievement
- Challenges and solutions used to address those challenges
- Lessons learned
- Anticipated changes for the next implementation period

## Grant Administration Processes

- Invoices for reimbursement of services must be presented promptly, 20 days after conclusion of each calendar month.
- Invoices will be processed and paid in accordance with BCHD and Baltimore City rules and regulations.

- **45 days** after the end of each funding year, the fiscal agent will have submitted invoices for all expenses incurred in the previous year, where reimbursement is required.

## **Assurance Statements**

### **GENERAL TERMS AND CONDITIONS OF THE CITY OF BALTIMORE**

Reimbursement/Payment - BCHD is responsible for reimbursement of services performed under this program. Payment is 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 **30** 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 will be made using standard forms selected by BCHD.

Provider Agreement - The fiscal agent 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 B**.

Federal Requirements - BCHD is responsible for the proper stewardship of all grant funds and activities. The fiscal agent is expected to maintain sound and effective business management systems to ensure 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.ecfr.gov/current/title-2>).

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 fiscal agent shall obtain an audit in accordance with 2 CFR 200 (45 CFR Part 75.501 )

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-recipient shall comply with all applicable requirements of the State of Maryland. BCHD requires a “certificate of good standing” from the MD Department of Assessments and Taxation.

Insurance - The fiscal agent, at its sole expense, shall procure and maintain insurance coverage as required in the Agreement at **Appendix B**. This policy shall include broad form property damage if the fiscal agent 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 fiscal agent 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 fiscal agent shall follow all confidentiality practices prescribed by federal, state, and local laws, ordinances, rules, and regulations. The fiscal agent will expressly agree that it will comply with all applicable state and federal laws, regulations, and policies governing the use and dissemination of criminal history.

Indemnification - The fiscal agent will be required to agree to indemnify the City.

Compliance with Local Laws – The fiscal agent will be required to abide by all applicable local hiring and women/minority owned business laws and regulations and any other standard City requirements.

### **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 that 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 federal, state, and city laws and regulations. BCHD may reject any proposal that does not comply with existing laws and regulations.

## **XV. Proposal Instructions**

### Proposal Format

1. Proposals must be typed, may be single-spaced, and must be submitted on 8 ½ by 11-inch plain white paper. Typeface size no smaller than 11 points, with 1-inch margins, side, top, and bottom. Each page of the proposal should be numbered as “page \_\_\_ of \_\_\_”, with the name of the bidder on each page.

2. Page limit: The proposal narrative must be no more than 20 pages. This page limitation does not include required attachments or the audit report.
3. Contact Information: Bidders must provide contact information for the individual who is knowledgeable about the proposal and can respond to questions regarding it. The contact person must be authorized to provide information on behalf of the bidder.
4. Proposal Narrative and Project Plan: All information required to develop the Proposal Narrative and Project Plan is contained in the Role of the Fiscal Agent, Scope of Work, and Proposal Content sections of this document.
5. Proposal Outline: Proposals submitted must follow the outline below:
  - **Background, Performance, and Organizational Stability**
  - **Qualifications and Staffing**
  - **Fiscal Integrity**
  - **Plan of Work**
  - **Cost – Budget Narrative**

### **Proposal Submission Instructions**

#### **Submitting the Proposal**

The full proposal and all appendices must be emailed by **5:00p.m. EST, January 18, 2022**. No extensions will be given. Email to both:

**Alberta Ferrari, MD** Director of Ryan White Programs

[Alberta.ferrari@baltimorecity.gov](mailto:Alberta.ferrari@baltimorecity.gov)

AND

**Sonney Pelham**, Deputy Director of Part A

[Sonney.pelham@baltimorecity.gov](mailto:Sonney.pelham@baltimorecity.gov)

All proposal questions may be directed to Alberta Ferrari at

[Alberta.ferrari@baltimorecity.gov](mailto:Alberta.ferrari@baltimorecity.gov)

### **Proposal Review Process**

#### **Technical Review Panel**

An initial review of proposals will be conducted by program and administrative staff from the Ryan White staff. The proposals will be reviewed to determine if instructions were

followed, eligibility requirements are fully met, and the required items are submitted. 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 general accounting principles, grant management, and legal and auditing principles. This team will review the proposal based on the review criteria.

# 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	M
1	Was the application received by the time and date specified in the RFP?	Yes No
2	<p>Did the applicant complete and submit all the application documents in the following order?</p> <p>Component A: Copy of Submitted Letter of Intent <i>(Recommended but not required)</i></p> <p>Component B: Cover Page</p> <p>Component C: Table of Contents</p> <p>Component D Proposal Outline</p> <p>Component E: Budget narrative/justification and completed budget form 432A-I budget packet</p> <p>Component F: Non-profit certification</p> <p>Component G: Signed statement of assurance</p> <p>Component H: Signed MOU and Letters of Collaboration</p> <p>Component I: Maryland Certificate of Good Standing</p> <p>Component J: Certificate of Insurance Liability</p> <p>Component K: Organizational chart and Résumés and/or biographical sketches of existing or proposed position/roles</p>	Yes No

## 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, and e-mail address 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 proposal must be signed and dated by the individual/individuals authorized by the applicant's governing body to enter into legally binding agreements on the applicant's behalf.

APPENDIX A BUDGET

FORM 432A-I



APPENDIX B (Example Agreement  
Template)

Ryan White Administrative Fiscal Agent

CO: #

Minority AIDS Initiative (MAI)

AGREEMENT  
BETWEEN  
THE BALTIMORE CITY HEALTH DEPARTMENT  
AND  
FISCAL AGENT, INC.

THIS AGREEMENT, made this \_\_\_\_\_, by and between the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland (hereinafter called the "CITY") acting by and through its Health Department (hereinafter called the "DEPARTMENT"), and Fiscal Agent, Inc., a Maryland not-for-profit corporation, whose address is XXXX XXXXX XXXXX, Baltimore, Maryland 21XXX-XXXX (hereinafter referred to as "FISCAL AGENT").

WHEREAS, the DEPARTMENT has contracted with Fiscal Agent, Inc. for its programmatic and fiscal services for administering funding received by the City for Part A of the Ryan White HIV/AIDS Treatment Modernization Act of 2006 ("PROGRAM"); and

WHEREAS, for the term of this AGREEMENT, the DEPARTMENT shall be responsible for the administration of certain funds and performance of services under the requirements of the PROGRAM; and

WHEREAS, the DEPARTMENT desires Fiscal Agent, Inc. to continue to provide the fiscal services for funding of third-party sub-grantees the PROGRAM as the FISCAL AGENT of the DEPARTMENT as described herein and in accordance with the Ryan White HIV/AIDS Treatment Modernization Act of 2006 as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009; and

WHEREAS, the FISCAL AGENT is qualified and desires to render such services; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The DEPARTMENT hereby engages the FISCAL AGENT to perform administrative services (i.e. fiscal services) for its PROGRAM.

B. SCOPE OF SERVICES

The FISCAL AGENT shall administer funds and perform the services described in Attachments, which are appended hereto and made a part of this AGREEMENT, as required in the Ryan White HIV/AIDS Program Part A Manual (Revised 2013), in accordance with policy and procedures issued by the U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA) and/or the DEPARTMENT.

C. TERM

1. The term of this AGREEMENT is for the period of three years beginning on **March 1, 2022** (the "Commencement Date" and ending on **February 28, 2025** (the "Expiration Date"), unless terminated in accordance with the terms herein. Each contract year will be March 1 to February 28 ("Contract Year"). Contingent on DEPARTMENT's receipt of HRSA funding for Ryan White Part A and upon the approval of the Board of Estimates.

D. BUDGET, DISBURSEMENT OF FUNDS AND FINANCIAL REPORTS

2. The DEPARTMENT shall make payment to the FISCAL AGENT for satisfactorily administering funds and rendering services, in the sole discretion of the DEPARTMENT, described hereunder, in an amount not to exceed **XXX** for the term. Of this amount, **XXXX** will compensate the FISCAL AGENT for administrative services; and **XXX** will be allocated for reimbursing the provision of direct services by contracted providers. Any expenses/costs incurred by the FISCAL AGENT in excess of this amount shall be the sole responsibility of the FISCAL AGENT. The FISCAL AGENT's services shall be provided in accordance with the budget set forth herein as **Attachment 2**.

3. Pursuant to Board of Estimates approval dated **March X, 2022**, the following monies are advanced to FISCAL AGENT for the following program service areas:

- a. \$ XXX for PROGRAM Administrative services for under Ryan White Part A
- b. \$XXX for PROGRAM direct services by subgrantees under Ryan White Part A
- c. All remaining funds from DEPARTMENT to FISCAL AGENT will be provided on a reimbursement basis upon approval by DEPARTMENT of invoices submitted by the FISCAL AGENT.

3. Subject to the appropriation of funds, the DEPARTMENT shall use reasonable efforts to make payment under this AGREEMENT within ten (30) days of presentation of a request for payment by the FISCAL AGENT. The FISCAL AGENT'S request for payment shall be timely made, shall indicate the time periods and services for which payment is requested, and shall adhere to instructions and format, including specific forms, if any, required to request payment for services provided pursuant to this AGREEMENT. Each request for payment shall consist of an invoice for administrative costs and an invoice for the costs of provider services. The first installment shall equal no less than two-twelfth of the total award and shall be payable in advance. Remaining payments shall be paid on a reimbursement basis for actual expenditures incurred. Furthermore, the FISCAL AGENT shall report any interest accrued on advances on a quarterly basis and remit a check payable to the Director of Finance for the interest amount reported within 30 days after the end of the quarter (May 1, August 1, November 1, and February 1,)

4. The FISCAL AGENT shall maintain and retain all records and other documents related to this AGREEMENT for a period of three years (3) years from the date of final payment under this AGREEMENT, except in cases where unresolved audit questions require retention for a longer period as determined by the DEPARTMENT. The FISCAL AGENT shall make such records and documents available for inspection and audit at any time to authorized representatives of the DEPARTMENT, and if applicable to state and/or federal government authorized representatives. If the FISCAL AGENT should cease to exist, custody of all records related to this AGREEMENT will be transferred to the CITY.

5. The FISCAL AGENT agrees to establish and maintain a "Financial Management System" that is in accordance with 2. C.F.R. and the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards ("Uniform Guidance") as promulgated by the United States Office of Management and Budget ("OMB"). The FISCAL AGENT further agrees that such "Financial Management System" accounts for both direct and indirect costs transactions, and reports on the results of those transactions in compliance with the requirements of 2 C.F.R. 200 and generally accepted accounting principles. The FISCAL AGENT further agrees to maintain an "Internal Control Structure" that meets the requirements of 2 C.F.R. 200, Subpart F and Uniform Guidance and section 2110 of the grants manual of the State of Maryland, Department of Health and Mental Hygiene, when applicable.

6. The FISCAL AGENT shall be responsible for repayment of any applicable audit exceptions, which may be identified by the city, state or federal auditors or their designated representatives, and reviewed by the FISCAL AGENT. The FISCAL AGENT will be billed by the DEPARTMENT for the cost associated with any 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. This provision shall survive termination of this AGREEMENT.

7. The public or private non-profit FISCAL AGENT receiving federal funds will be required to comply with 2 C.F.R. 200, Subpart F and Uniform Guidance. The FISCAL AGENT is responsible for having an audit performed in accordance with and when required by 2 C.F.R. 200. Subpart F and Uniform Guidance and for sending a copy of the report issued as a result of the audit to the DEPARTMENT within thirty (30) days of the audit report's issuance. The DEPARTMENT reserves the right to engage an auditor, and the Baltimore City Department of Audits reserves the right to perform a 2 C.F.R. 200, Subpart F and Uniform Guidance audit, of the FISCAL AGENT. The Baltimore City Department of Audits reserves the right to perform quality control review procedures with regard to the independent auditor engaged, to assure that the auditor is qualified and meets Government Accounting Office standards as well as to evaluate the scope of the audit engagement to assure it complies with OMB requirements. This program is funded under the Federal Grant Title - HIV Emergency Relief Project Grants, Catalog of Federal Domestic Assistance Number 93.914 Grant Award Number 2 H89HA00017-29-00. The FISCAL AGENT and any other subcontractor must comply with the terms and conditions of the Notice of Grant Award for the HIV Emergency Relief Project Grants.

8. The FISCAL AGENT agrees that space expenditures billed under administrative services costs will be reflective of the current rates being expended by the FISCAL AGENT and in direct proportion to the percentage of the entire FISCAL AGENT's staff that the Ryan White Program staff composes.

9. The FISCAL AGENT agrees that all expenditures are to be in accordance with the budget, as contained in its DEPARTMENT-approved budget for the term. If federal or state funds are used for the services provided under this AGREEMENT, the FISCAL AGENT agrees to comply with federal and/or state grants manuals, and all OMB regulations and guidance including, but not limited to 2 C.F.R. 200, including supplements and revisions, as if fully set forth herein.

10. The FISCAL AGENT shall provide the DEPARTMENT with draft copies of any reports and/or document deliverables for the DEPARTMENT'S review and approval prior to the FISCAL AGENT'S finalization of the reports and/or document deliverables. If such reports and/or document deliverables do not meet the approval of the DEPARTMENT, it will be the responsibility of the FISCAL AGENT to address any changes to meet the satisfaction of the DEPARTMENT at no

additional cost to the DEPARTMENT.

11. At such times and in such forms as the DEPARTMENT may require, the FISCAL AGENT shall furnish to the DEPARTMENT such statements, records, reports, data, document deliverables, and/or information as the DEPARTMENT may request pertaining to matters covered by this AGREEMENT. The DEPARTMENT reserves the right to publish and/or make public the reports or other results of services provided by the FISCAL AGENT under this AGREEMENT.

E. RESPONSIBILITIES OF THE FISCAL AGENT

1. Any and all personnel providing services under this AGREEMENT shall be employees of the FISCAL AGENT or its contractors.

2. The FISCAL AGENT and its personnel, agents, servants, contractors, and affiliates shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.

3. The FISCAL AGENT warrants that it and its agents, servants, contractors and affiliates are authorized by law to engage in the performance of the services encompassed by the Work Plan described in its DEPARTMENT-approved application for the term.

4. The FISCAL AGENT shall be responsible for monitoring of activities of direct service subgrantees to ensure subaward monies under this AGREEMENT are used for authorized purposes pursuant to 45 CFR§75.351-353.

5. The FISCAL AGENT shall not commence work under this AGREEMENT until it has obtained all the insurance required under this section. Further, such insurance shall remain in force during the life of this AGREEMENT. The FISCAL AGENT shall name the Mayor and City Council of Baltimore as additional insured on all policies. The FISCAL AGENT, at its sole expense, shall procure and maintain during the life of this AGREEMENT the following required insurance coverage:

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

B. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. With those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is required. This policy shall include broad form property damage if the FISCAL AGENT 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 coverage.

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

D. 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 FISCAL AGENT or its agents or employees. If coverage is purchased on a "claims made" basis, the FISCAL AGENT 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.

E. 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 FISCAL AGENT 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.

F. Commercial Blanket Crime Coverage or Employment Dishonest Insurance at a limit of, XXXX per occurrence is required. The Mayor and City Council of Baltimore is to be named as Loss Payee.

G. Workers' Compensation coverage as required by the State of Maryland, as

well as any similar coverage required for this work by applicable federal or “other state’s” state law.

H. The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as an additional insured’s as respects to: liability arising out of any activities performed by or on behalf of the FISCAL AGENT in connection with this AGREEMENT.

I. The FISCAL AGENT’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.

J. To the extent of the FISCAL AGENT’s negligence, the FISCAL AGENT’s insurance coverage shall be primary insurance as respects the CITY, its elected/appointed officials, employees, and agents from any liability arising out of the FISCAL AGENT’s performance of the services hereunder. Any insurance and/or self-insurance maintained by the CITY, its elected/appointed officials, employees, or agents should not contribute to the FISCAL AGENT’s insurance or benefit the FISCAL AGENT in any way.

K. 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.

L. 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.

M. The FISCAL AGENT 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.

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

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

6. The FISCAL AGENT shall be responsible for providing to the Ryan White Office Director or his (her) designee the necessary insurance certificates within thirty (30) days of approval of the AGREEMENT.

7. The FISCAL AGENT shall be responsible for any loss of funds due to misuse, mismanagement, and/or theft of such funds by officers, employees, agents, contractors, and/or assigns.

8. The FISCAL AGENT is responsible for the quality and quantity of all services performed under this AGREEMENT.

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

10. The FISCAL AGENT shall not enter any subcontract or consultant agreement for any of the services contemplated under this AGREEMENT except in writing and with the prior written approval of the DEPARTMENT. Such approval shall include review and acceptance by the DEPARTMENT of the sub-contractual arrangement or consultant agreement between the FISCAL AGENT and the subcontractor or the consultant.

11. Prior to any advertising, publicity, or promotional materials initiated by the FISCAL AGENT relating to the services under this AGREEMENT, the FISCAL AGENT shall obtain prior



written approval regarding such promotional materials from the DEPARTMENT before such materials can be released. Materials shall be presented to the DEPARTMENT for prior written approval and shall be returned to the FISCAL AGENT in a timely manner. All promotional material shall include a reference to the Baltimore City Health Department, and if applicable the state or federal agency, as the funding source. This provision shall survive termination of this AGREEMENT.

12. The FISCAL AGENT shall comply with all federal, state and local laws, ordinances, rules and regulations, and applicable codes of ethics, including Interim Expenditure and Annual Report requirements pertaining to or regulating the services to be performed pursuant to this AGREEMENT, including those now in effect and hereafter adopted. This obligation shall include, but not be limited to, responsibility for the confidentiality of protected health information and other regulatory requirements of The Health Insurance Portability and Accountability Act of 1996 (HIPAA). Any violation of such laws, ordinances, rules and regulations, and applicable codes of ethics shall constitute a material breach of this AGREEMENT and shall entitle the DEPARTMENT to terminate this AGREEMENT immediately upon delivery of written notice of termination to the FISCAL AGENT.

13. The FISCAL AGENT and its personnel shall indemnify, save, defend and hold harmless the Mayor and City Council of Baltimore, its departments, agencies, officials, employees, agents, servants, volunteers and contractors against any and all claims, liabilities or expenses, including reasonable attorneys' fees, arising as a result of any direct or indirect, willful or negligent, act or omission of the FISCAL AGENT, or its affiliates, employees, agents, servants, or contractors while providing services under this AGREEMENT. This provision shall survive termination of this AGREEMENT.

13A. To the extent allowable under Subsections 5-301 et seq., Courts and Judicial Proceedings Article, Annotated Code of Maryland, entitled, "Local Government Tort Claims Act", the CITY shall indemnify, defend and hold harmless the FISCAL AGENT, its officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including reasonable attorney's fees connected therewith, brought against the FISCAL AGENT, its officials, employees, agents, and volunteers, arising as a result of any activities caused by the direct or indirect, willful or negligent, act or omission of the CITY, its elected/appointed officials, employees, agents, or volunteers, EXCEPT for activities caused by the sole direct or indirect, willful or negligent, act or omission of the FISCAL AGENT, its officials, employees, agents, and volunteers arising out of this AGREEMENT.

14. In the event of any professional liability claim against the FISCAL AGENT or its personnel, the FISCAL AGENT and its personnel shall not seek to join the CITY or any of its departments, agencies, officials, employees, servants or agents in such action or hold such responsible in any way for legal protection of the FISCAL AGENT and/or its personnel.

15. In the event of any professional liability claim against the CITY, the DEPARTMENT or its personnel, the CITY shall not seek to join the FISCAL AGENT or any of its departments, agencies, officials, employees, servants or agents in such action unless the claim relates to the provision of professional services by the FISCAL AGENT or its employees, officials or agents.

16. The FISCAL AGENT shall operate under this AGREEMENT so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The FISCAL AGENT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

17. The signatory for the FISCAL AGENT, below, certifies and warrants that the FISCAL AGENT's name in this AGREEMENT is the full legal name as designated in its corporate charter; he/she is empowered to act and contract for the FISCAL AGENT, and this AGREEMENT has been approved by the Board of Directors of the FISCAL AGENT.

18. The FISCAL AGENT shall permit authorized officials and agents of the DEPARTMENT and authorized officials and agents of the state, or federal government to inspect, at reasonable times, its place of business, job-site, or any other location, which is related to the performance of this AGREEMENT. The FISCAL AGENT shall also permit authorized officials of the DEPARTMENT and authorized agents of the DEPARTMENT and authorized officials and agents of the state or federal government to inspect any document(s) related to the funding of this AGREEMENT this grant and shall return all document(s) or other items upon the DEPARTMENT'S request.

19. Clinical Quality Management (CQM) is legislatively mandated in Section 2604(h) (5) of the Ryan White HIV/AIDS Treatment Modernization Act of 2006. In the Baltimore Eligible Metropolitan Area (EMA), the Clinical Quality Management program (CQM) is the embodiment of that legislation. Therefore, the DEPARTMENT, as the grantee for the EMA, requires the FISCAL AGENT to include in its provider contracts language that mandates full participation in the (CQM) process on the part of all direct-service providers.

20. The FISCAL AGENT shall engage a full-time (1.0 FTE) Fiscal Director who shall have direct responsibility for fiscal activities and decisions related to administrative functions for the Ryan White Program. This individual shall communicate all fiscal issues directly to DEPARTMENT'S Ryan White Program Director.

21. The FISCAL AGENT shall submit in writing, to the DEPARTMENT, all direct service funding decisions, including initial and reprogramming decisions for review, prior to their implementation.

F. MODIFICATIONS AND AMENDMENTS

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

G. TERMINATION FOR CAUSE

If the FISCAL AGENT fails to fulfill its obligations under this AGREEMENT properly and on time, or otherwise violates any provision of this AGREEMENT, the DEPARTMENT shall have the right to terminate the AGREEMENT upon written notice thereof and specifying an effective date of termination. The DEPARTMENT may, at its sole discretion, allow the FISCAL AGENT a specified time in which to cure a breach and/or otherwise correct and/or improve its performance to the

DEPARTMENT'S satisfaction. The parties agree that they shall make good faith efforts in the performance of this AGREEMENT. If the AGREEMENT is terminated, the FISCAL AGENT shall submit all reports and/or document deliverables due to the DEPARTMENT upon the DEPARTMENT'S request. The DEPARTMENT shall not be obligated to pay for any services rendered by the FISCAL AGENT after the effective date of termination pursuant to this section.

H. TERMINATION DUE TO LACK OF FUNDS

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

I. TERMINATION FOR CONVENIENCE

Either party may terminate this AGREEMENT by giving to the other party written notification thereof at least ninety (90) days prior to termination. Upon termination, the parties hereto agree that all monies due for satisfactory services rendered, pursuant to the terms of this AGREEMENT, prior to termination shall be paid within thirty (30) days of the date of termination. Any funds advanced to FISCAL AGENT for services not yet rendered shall be returned to the CITY within thirty (30) days of the date of termination.

J. FINAL PAYMENT

The FISCAL AGENT will have up to Sixty (60) calendar days after the due date to submit its final expenditure report for term of this AGREEMENT. Within Sixty (60) after this AGREEMENT expires (the "Final Reporting Period"), the FISCAL AGENT shall submit to the DEPARTMENT a cumulative final expenditure report with narrative (the "Final Report"). Based on the Final Report, the DEPARTMENT shall reimburse FISCAL AGENT for the balance due for all approved expenditures made pursuant to this AGREEMENT. If the FISCAL AGENT fails to submit the Final Report within the Final Reporting Period, the DEPARTMENT may base the FISCAL AGENT'S final payment on the most current approved expenditure report submitted by the FISCAL AGENT to the DEPARTMENT.

If FISCAL AGENT fails to submit the Final Report within the Final Reporting Period, all funds advanced to the FISCAL AGENT that exceed the approved expenditures shall be due and owing to the DEPARTMENT and shall be repaid to the DEPARTMENT immediately. Should the FISCAL AGENT fail to return any surplus funds to the DEPARTMENT within fifteen (15) days after notification by the DEPARTMENT, the DEPARTMENT reserves the right to offset the amount of the surplus funds from future payments to the FISCAL AGENT and take any other appropriate legal action to secure said funds.

K. CRIMINAL BACKGROUND CHECK

FISCAL AGENT 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 FISCAL AGENT or its subcontractors. As applicable pursuant to Md. Code Ann. Family Law Article, §5-560 et seq., FISCAL AGENT 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, FISCAL AGENT 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.

L. EMPLOYEE STATUS

Without written consent of the CITY, FISCAL AGENT shall not engage, on a full or part-time basis during the term of this AGREEMENT, any professional or technical personnel who are or who have been at any time during the period of this AGREEMENT in the employ of the CITY, except regularly retired employees.

M. GENERAL CONDITIONS

1. The FISCAL AGENT agrees to accept upon thirty (30) days written notice 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 Baltimore City Commissioner of Health. The scope of work for this AGREEMENT is inclusive of current and future Health Resource Services Administration (HRSA) changes and legislatively mandated changes.

2. The parties to this AGREEMENT agree that the amount of funding provided for in this AGREEMENT constitutes a maximum amount. The actual amount of funding to be paid to the FISCAL AGENT depends upon the actual administrative services and direct provider services provided the costs incurred are in accordance with the budget.

3. Any funds advanced to the FISCAL AGENT prior to the execution of this AGREEMENT are subject to the terms and conditions of this AGREEMENT.

4. It is agreed by the parties that at all times and for all purposes hereunder that the FISCAL AGENT is an independent contractor and not an employee of the CITY. No statement contained in the AGREEMENT shall be construed to find the FISCAL AGENT or any of its employees, contractors, 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.

5. MBE/WBE. Article 5, Subtitle 28 of the Baltimore City Code, as amended, is incorporated into this AGREEMENT by reference. If applicable, the failure of the FISCAL AGENT or its subcontractor to comply with this Subtitle is a material breach of this AGREEMENT. The FISCAL AGENT shall (i) fulfill program commitments submitted with the bids; (ii) continue to make good faith efforts to utilize minority and women's business enterprises; and (iii) maintain records reasonably necessary for monitoring compliance with this subtitle. The FISCAL AGENT is encouraged to use the MBE/WBE Directory available from the Minority and Women's Business Opportunity Office which can be contacted on 410-396-4355.

#### 6. Nondiscrimination.

(a) The FISCAL AGENT shall operate under this AGREEMENT so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry,

national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The FISCAL AGENT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The FISCAL AGENT 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 FISCAL AGENT 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 FISCAL AGENT understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

## 7. Unfair Hiring Practices

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

1. Contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.

2. Contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.

3. If the Board of Estimates of Baltimore City determines that a contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said contractor, or subcontractor will be disqualified from bidding on CITY contracts, and if they are currently completing contracts, they will be found in default of their contracts.

#### 8. Local Hiring Law

Article 5, Subtitle 27 of the Baltimore City Code, as amended (the “Local Hiring Law”) and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law’s effective date of December 23, 2013. The Local Hiring Law’s rules and regulations are attached hereto as **Attachment 1** and made a part hereof. The requirements for the Local Hiring Law are summarized below:

A. The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor’s Office of Employment Development (“MOED”) grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.

B. Within two (2) weeks of the Board of Estimate’s award or approval of this AGREEMENT, FISCAL AGENT shall have a meeting, either in person or via telephone, with MOED



to complete an employment analysis and review the workforce plan required for this AGREEMENT. FISCAL AGENT will not receive any payments under this AGREEMENT, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: [www.oedworks.com](http://www.oedworks.com).

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

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

#### 9. Work Product.

(a) Any copyrighted or copyrightable works and all other intellectual property rights, including without limitation, all materials, papers, forms, procedures, clinical protocols, algorithms, content in databases, website and computer programs, and other work product developed by FISCAL AGENT under this AGREEMENT ("Work Product") shall be subject to a royalty-free, nonexclusive and irrevocable license to the CITY, state, and federal government to reproduce, publish, or otherwise use them and to authorize others to do so for CITY, state, and federal government purposes. Income earned from any copyrightable work developed under this AGREEMENT must be used as program income according to applicable CITY, state, and federal government requirements. This provision shall survive termination of this AGREEMENT.

(b) Upon termination of this AGREEMENT for any reason and subject to the selective approval/acceptance by the DEPARTMENT, any finished and unfinished Work Product prepared by the FISCAL AGENT for the DEPARTMENT shall, at the option of the DEPARTMENT, be delivered immediately to the DEPARTMENT and remains the property of the DEPARTMENT.

10. Confidentiality: The FISCAL AGENT agrees that any confidential information received from the DEPARTMENT or its personnel in the furtherance of this AGREEMENT shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of the DEPARTMENT. The provisions of this section shall remain binding upon the FISCAL AGENT after the termination of this AGREEMENT. The DEPARTMENT reserves the right to reproduce and distribute at its own expense any report, information, data, etc., prepared or assembled by the FISCAL AGENT pursuant to this AGREEMENT or any portion thereof.

11. Conflict of Interest.

(a) By executing this AGREEMENT, the FISCAL AGENT 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 FISCAL AGENT agrees to refrain from entering into all such practices or agreements during the term of this AGREEMENT (and any extensions thereto), including any agreements and/or practices that could give rise to even the appearance of a conflict of interest.

(b) The FISCAL AGENT asserts that it has fully disclosed to the DEPARTMENT any and all practices and/or agreements of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of this AGREEMENT and will continue to do so during the term of this AGREEMENT and any extensions thereto.

12. Interpretations: In the event of any question regarding the meaning of any of the provisions of this AGREEMENT, the interpretation placed thereon by the DEPARTMENT shall be final and binding on the parties hereto, provided any such interpretation shall not be unreasonable.

13. No Waiver: The waiver of any term(s) of this AGREEMENT, or the failure of the DEPARTMENT to insist on strict compliance and prompt performance of any term(s) of this AGREEMENT, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by the DEPARTMENT to enforce all term(s)

strictly in the event of a continuous or subsequent default.

14. 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(s) shall not cause the invalidity or breach of the remaining provisions or of the AGREEMENT, which shall remain in full force and effect.

15. Governance: This AGREEMENT shall be construed according to Maryland law and subject to the jurisdiction of its courts. 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.

16. Time of the Essence: Time is of the essence under this AGREEMENT.

17. Successors and Assigns: This AGREEMENT shall be binding upon the parties hereto and their successors and assigns.

18. Notice: Any notice required or permitted under this AGREEMENT shall be in writing and hand-delivered with receipt obtained therefore, or mailed, postage prepaid, to the other party by certified mail, return receipt requested to the following:

**FOR THE FISCAL AGENT:**

XXX

President & CEO

Fiscal Agent, Inc.

**FOR THE DEPARTMENT:**

XXXX

Assistant Commissioner

HIV Services

Baltimore City Health Department

1001 E. Fayette Street

Baltimore, Maryland 21202



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

ATTEST:

MAYOR AND CITY COUNCIL OF BALTIMORE

\_\_\_\_\_

BY \_\_\_\_\_

CUSTODIAN OF THE CITY SEAL

CHIEF OF STAFF

AFFIX CORPORATE SEAL

FISCAL AGENT, INC.

\_\_\_\_\_

BY \_\_\_\_\_ (SEAL)

WITNESS

XXX

PRESIDENT AND CHIEF EXECUTIVE  
OFFICER



**ATTACHMENT 1**

**CONTRACT AND GRANT FUNDING IDENTIFICATION**

A. City Contract Identification

City Contract #: –Part A- Administration and Providers

Name of FISCAL AGENT:

Address (include city, state, and zip code):

B. Federal/State/City Grant Funding Source Identification

<b>Source of Funding:</b>	<b><u>Federal</u></b>
<b>Name of Awarding Agency:</b>	U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA)
<b>Grant Title:</b>	HIV Emergency Relief Project Grants
<b>Grant Id. #:</b>	Award No: 2H89HA00017-29-00
<b>CFDA Id. #:</b>	93.914
<b>Term of Grant:</b>	March 1, 2022 - February 28, 2023
<b>Grant Amount:</b>	\$XXXX
<b>City Account #:</b>	

1. FISCAL AGENT 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 FISCAL AGENT 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 such as the U.S. Department of Health and Human Services Grants Policy Statement and the Maryland Department of Health and Mental Hygiene Human Services Agreements Manual. Upon the written request of the FISCAL AGENT, the DEPARTMENT shall provide the FISCAL AGENT with a copy of the above grant(s).

2. FISCAL AGENT 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 Baltimore City Commissioner of Health. However, should the FISCAL AGENT find such additional condition or conditions unacceptable, the FISCAL AGENT may terminate this AGREEMENT upon thirty (30) days written notice.



**Attachment 2**

**SCOPE OF SERVICES AND BUDGET**

(See attached.)

## Attachment 3

### ASSURANCES AND CERTIFICATIONS

#### A. ASSURANCES

In performing its responsibilities under this grant, the FISCAL AGENT 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 FISCAL AGENT affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to such exclusion. The FISCAL AGENT 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 OMB Circular A-133.
  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 FISCAL AGENT, 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 FISCAL AGENT, 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 FISCAL AGENT, certifies to the best of his or her knowledge and belief that the FISCAL AGENT 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 FISCAL AGENT, I hereby certify that the FISCAL AGENT will comply with the above certifications.*

---

Signature of Authorized Representative

XXX, President and Chief Executive Officer

Print Name and Title of Authorized Representative

---

Date

## Exhibit A – Scope of Services

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

1. Control of Part A Funds
  - a. The fiscal agent shall request payment to coincide with invoices and timely payment to sub-recipients.
  - b. The fiscal agent will receive and manage funds in compliance with applicable state, federal, and HRSA policy and fund-specific regulations; and ensure internal controls to maintain fiscal integrity.
  - c. The fiscal agent shall conduct annual fiscal site visits of sub-recipients
  
2. Disbursement of Funds
  - a. The fiscal agent shall make disbursements in accordance with the BCHD/Ryan White Regulations.
  - b. Disbursements shall be made by the fiscal agent within a reasonable time, 30 days, following receipt of complete and accurate requests for reimbursement.
  - c. The fiscal agent will adhere to the applicable cost principles found in the Office of Management and Budget (OMB) circulars. The OMB circulars are incorporated herein by reference and are further specified in program regulations at 45 CFR 75.
  - d. The fiscal agent shall disburse funds based upon reviewed and approved invoices.
  
3. Accounting of Funds
  - a. The fiscal agent will maintain an accounting of all revenue, expenditures, program income, and applicable credits associated with all funds by funding stream for the duration of the term of its services.
  - b. The fiscal agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), OMB policies, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other federal or state regulatory requirements.
  - c. The fiscal agent will limit the risk of questioned or disallowed costs.
  - d. The fiscal agent will implement any invoicing system, or procedures deemed necessary by the Baltimore City Health Department, HRSA, and the fiscal agent in order to comply with its duties and responsibilities.
  - e. The fiscal agent will maintain an accounting of expenditures by expense type and service provider/vendor.
  - f. The fiscal agent will establish as necessary and maintain appropriate ledgers to manage obligations and expenditures of funds using approved accounting software. Applicants must identify the accounting software that they intend to use and their willingness to use different accounting software if the Baltimore City Health Department changes their requirements.

- g. The fiscal agent will establish procedures and processes to ensure that all amounts payable to sub-recipients and/or vendors, are paid from existing funds and that proper documentation for each claim is maintained for monitoring and audit purposes.
  - h. The fiscal agent will maintain a record of all financial transactions for the Ryan White Program and other funds allocated and expended.
  - i. The fiscal agent will assist with processes and procedures for invoicing, proper documentation, and reporting from sub-recipients.
  - j. The fiscal agent will establish a procedure to record and report all costs.
  - k. As requested, the fiscal agent will provide training and technical assistance to sub-recipient on fiscal matters.
4. Financial and Grant Reporting
- a. To support the oversight role of the BCHD, the fiscal agent will prepare and submit financial reports on a monthly basis in formats prescribed by the BCHD to identify expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and subrecipients.
  - b. The fiscal agent will report on an accrual basis and will report total obligations by funding stream.
  - c. The fiscal agent will prepare required federal and local financial reports associated with management of grant funds.
  - d. The fiscal agent will provide reports and other assistance to the BCHD to monitor fiscal performance of all sub-recipients and budgets.
  - e. The fiscal agent will be required to prepare financial reports and grant closeouts annually \_\_\_ days after the closeout of the grant year.
  - f. The fiscal agent will assist sub-recipients with the preparation of grant and contract budgets.
  - g. The fiscal agent will provide local allocation, expenditure and budget spreadsheets for BCHD review on a monthly/year-to-date (YTD) basis.
5. Recovery/Reimbursement
- a. The fiscal agent shall assist the BCHD with the recovery of funds paid to sub-recipients or contractors subsequently disallowed.
  - b. The fiscal agent shall reimburse BCHD for any funds paid to a sub-recipient/contractor and subsequently disallowed, to the extent that such disallowed funds are recovered from the sub-recipient/contractor.
  - c. The fiscal agent will not be responsible for funds disallowed at the sub-recipient level.
  - d. The fiscal agent will be responsible for any theft or misappropriation of BCHD funds and is required to carry at its own cost commercial liability and a fidelity bond that meets BCHD requirements.
6. Deliverables the local fiscal agent shall be responsible for:
- a. Timely processing of contracts
  - b. Timely processing of invoices;
  - c. Accounting of grant funds by funding stream
  - d. Monthly financial reports;
  - e. Cooperation with sub-recipients toward goals and objectives of the Ryan White Program
  - f. The selected bidder must participate in Ryan White sub-recipient meetings as required and attend BCHD meetings and other meetings called by the BCHD as appropriate.

- g. The selected organization will be expected to participate in HRSA meetings and attend Ryan White conferences.
  - h. The local Fiscal agent shall cooperate with the BCHD, HRSA and local partners in the monitoring and auditing of all Ryan White funds.
  - i. BCHD may appoint representatives to conduct routine monitoring reviews of fiscal agent activities.
7. Scope of Work Transition
- a. The BCHD currently has a contract with Fiscal Agent who carries out the fiscal agent functions in the Baltimore EMA. In the event that Fiscal Agent does not bid and/or does not win the bid:
  - b. The BCHD will work with the winning bidder for no less than 60 days from March 1, 2022 (or date TBD following review and award) to transition the systems, processes and procedures to successfully carry out the fiscal agent functions.
  - c. The fiscal agent will budget and establish a plan with reasonable staff time to successfully transition the functions from the incumbent fiscal agent.
  - d. The selected bidder will be required to participate in transition training for a new fiscal agent if either the BCHD or the fiscal agent ends the contract.



**EXHIBIT B**

**ESTIMATED PROJECT BUDGET**

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

**EXHIBIT C**

**FUNDING SOURCE IDENTIFICATION**

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

1. The Provider acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, the Provider shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals.

2. As applicable, the Provider shall comply with the assurances and certifications, which are attached hereto and incorporated herein.

3. The Provider agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy announced by the City. However, should the Provider find such additional condition or conditions unacceptable, the Provider may terminate this Agreement upon **thirty (30)** days written notice.

## **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 healthcare 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.*

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Signature of Authorized Representative

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Print Name and Title of Authorized Representative

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Date

| EXHIBIT D

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

*Attach if applicable.*

