

HIV TITLE I SERVICES AGREEMENT WITH XXX, INC., FOR THE PROVISION OF HIV SERVICES

This Agreement is entered into this ____ day of _____, 20____, by and between Hillsborough County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereinafter referred to as COUNTY, whose address is 601 E. Kennedy Boulevard, Tampa, Florida 33602, and XXX, Inc., a non-profit corporation existing under the laws of the State of Florida, hereinafter referred to as PROVIDER, whose address is XXX.

WITNESSETH

WHEREAS, Hillsborough County has been designated as the grantee agency to administer funding under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, as Amended by the Ryan White Care Act Amendments of 1996 (CARE Act), in the Eligible Metropolitan Area (EMA) comprised of Hillsborough, Pinellas, Pasco and Hernando counties; been contracted as the lead agency for Title II of the CARE Act for Hillsborough, Pinellas, Pasco, Polk, Hardee, Highlands, and Manatee Counties; contracted as the lead agency for administration of Housing Opportunities for People with AIDS (HOPWA) funds for Polk, Hardee, and Highlands Counties; and been contracted as the lead agency for administration of State General Revenue funds for AIDS-related services for Hillsborough, Pinellas, Pasco and Polk Counties; and

WHEREAS, the COUNTY, as grantee for the United States Department of Health and Human Services, and lead agency for the Florida Department of Health, is authorized to purchase services for individuals with HIV disease and their families as defined in the CARE Act through the Hillsborough County Health & Social Services Department, hereinafter referred to as DEPARTMENT; and

WHEREAS, the Title I HIV Health Services Planning Council and the Suncoast AIDS Network Title II Consortium merged on September 1, 1999, the merged entity is the West Central Florida Ryan White Care Council ("Care Council"). The Care Council establishes priorities for the allocation and recommendation of funds for certain services within the eight county area of Hillsborough, Pinellas, Pasco, Hernando, Polk, Hardee, Highlands, and Manatee (this includes the EMA); and

WHEREAS, the parties hereto, in recognition of their mutual responsibility for the provision of outpatient and ambulatory health and support services for individuals with HIV disease and their families within the area, desire to enter into an agreement whereby the COUNTY reimburses the PROVIDER for authorized services provided to eligible individuals; and

WHEREAS, the COUNTY believes it to be in the best interest of the citizens of the area for the COUNTY to enter into a contract with the PROVIDER for the provision of nonexclusive services to those eligible individuals; and

WHEREAS, Section A through G of Request for Applications ("RFA") # RW2-07 are hereby incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the provisions and covenants contained herein and for other valuable consideration given and received, the parties agree as follows:

ARTICLE I

Scope of Services

- A. The PROVIDER will provide the nonexclusive services specified in EXHIBIT I, incorporated by this reference, to eligible persons (HIV positive persons, or the family members or caregivers of HIV positive persons) referred to the PROVIDER or acquired by the PROVIDER through a program of outreach. Services will be provided during the operating hours, and at the location(s), specified in EXHIBIT I. The PROVIDER will report to the DEPARTMENT on a quarterly basis, by the 15th day of the month following the end of the quarter, on progress toward the measurable outcomes listed in EXHIBIT I. The Quarterly Report shall be submitted on the DEPARTMENT's Quarterly Report form attached as Exhibit X, and incorporated herein by this reference.
- B. The PROVIDER will notify the DEPARTMENT's Ryan White Program Manager, in writing, of any change in the PROVIDER staff person serving as Contract Coordinator, named in EXHIBIT I. The Contract Coordinator must be available to meet with the staff of the DEPARTMENT, to review activities on an "as needed" basis as requested by the DEPARTMENT.
- C. The PROVIDER will also notify the DEPARTMENT's Ryan White Program Manager and Accountant II, in writing, of any change in the PROVIDER staff person designated in EXHIBIT I as the contact person for processing of reimbursement requests.
- D. As a participant in the Ryan White CARE Act, the PROVIDER agrees to participate in a coordinated continuum of care with other providers of CARE Act services and agrees not to use CARE Act funding to supplant other funding for the same or equivalent services funded herein.
- E. The PROVIDER will establish internal grievance procedures in accordance with the CARE Act and approved by the DEPARTMENT, and cooperate with the Care Council, and the COUNTY in addressing all complaints and/or problems identified by clients or other care providers. A "patient bill of rights" and grievance procedure are to be posted in a conspicuous location in the lobby of service location(s) of the PROVIDER.
- F. The PROVIDER understands and agrees that the DEPARTMENT will monitor program and fiscal records on a regular basis for compliance with contract terms and conditions, and that conformance to the contract will be rated and considered in future renewal and funding decisions.
- G. The PROVIDER understands and agrees that the COUNTY and/or DEPARTMENT will exercise its right to modify the contract, within thirty days of notification by the DEPARTMENT, for the purpose of reallocating unexpended funds, in the event the PROVIDER is not achieving or not projected to achieve the fiscal and/or program objectives outlined in Exhibits I and II, attached hereto and made a part hereof. The DEPARTMENT may also reallocate funds based on Care Council reallocation of service dollars, regardless of whether or not the PROVIDER is meeting their program objectives, or due to a cut in funding.
- H. For those PROVIDERs who conduct on-site testing, the PROVIDER shall ask each tested seropositive recipient of services if they have or have had a partner at any time within the ten-year period prior to diagnosis of HIV infection. If so, the person shall be informed of the importance of

notification of the partner of potential exposure to HIV. HIV infected persons shall be offered the assistance of public health personnel in notifying any sex or needle sharing partner. The PROVIDER shall refer those individuals choosing the assistance of public health personnel to the State of Florida Department of Health's local sexually transmitted disease control program staff.

I. The PROVIDER agrees to notify the Department of Children and Families of all entry level employment opportunities associated with this contract which require a high school education or less, so that WAGES (Work and Gain Economic Self-Sufficiency) participants can be referred to the PROVIDER. In the event that the PROVIDER employs a person who was referred by the WAGES office, the PROVIDER will inform the DEPARTMENT.

ARTICLE II

Period of the Agreement

This Agreement shall be in effect for the period beginning March 1, 2008, and will remain in full force and effect up to and including February 28, 2009. At the sole option of the COUNTY, this Agreement may be renewed at the same terms and conditions herein for an additional four (4) periods of one (1) year commencing March 1st and ending February 28. Any such renewals must be accomplished by a modification as described in Article V of this Agreement.

ARTICLE III

Disbursement Rates and Requirements

A. The COUNTY will reimburse authorized expenses to the PROVIDER for services rendered in accordance with the PAYMENT SCHEDULE attached as EXHIBIT II, which is incorporated by this reference. However, the PROVIDER agrees to seek reimbursement for benefits that are available from any other responsible third party payor to pay for approved services provided to eligible persons pursuant to the terms set forth herein including, but not limited to, Medicare benefits, Medicaid benefits, commercial insurance benefits, lawsuit settlements, Victims of Crime settlements; or any other third party, individual, entity, or program that is or may be liable to pay all or part of the charges associated with this agreement (hereinafter referred to as "third parties"). CARE Act funding will be used only as a last resort for services not covered by other funding sources or programs, including services provided by the "Hillsborough HealthCare" plan for qualified Hillsborough County residents, or available through other local programs funded by the State of Florida, any political subdivision of the State of Florida, or any health or social service provider for whose services a client or his/her affected family members qualify. The PROVIDER will be required to make reasonable best efforts to obtain payment from any other responsible third party payor and demonstrate to the COUNTY what efforts are being made or were made to seek reimbursement from third parties. All such reimbursements received after the COUNTY has paid for service, shall be credited to the COUNTY on the next billing subsequent to the receipt of such reimbursement. If the reimbursement is received after the termination of the contract, a refund check shall be issued to "Hillsborough County BOCC".

Reimbursement and Limitations on Use of Funds

B. Except as otherwise provided herein, the PROVIDER understands and agrees to accept as payment in full, amounts paid by either the COUNTY or other third parties for services provided

pursuant to this Agreement at the rates included herein; no other charges may be assessed to persons eligible for CARE Act services, except that the following fees may be assessed as an annual aggregate charge limitation based upon consecutive twelve (12) month periods established by the first date of service to the client:

<u>Individual/Family Annual Gross Income</u>	<u>Total Allowable Annual Charges</u>
Equal to or below the federal poverty guideline	No charges permitted
101 to 200 percent of the federal poverty guideline	No more than 5 percent of annual gross income level
201 to 300 percent of the federal poverty guideline	No more than 7 percent of annual gross income level
More than 300 percent of federal poverty guideline	No more than 10 percent of annual gross income level

The term "aggregate charges" applies to the annual charges imposed for all such services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, or other charges for services. All client charges received by the Provider must be reported on the monthly reimbursement request and deducted from the total amount requested. The PROVIDER shall not impose or collect any other supplemental fees from eligible individuals.

C. PROVIDER is required to obtain proof of the client's income, including check copies, bank statements, tax returns, etc. The income documented will be used as the baseline by which the caps on fees will be established.

D. The PROVIDER further understands and agrees that Ryan White CARE Act funds reimbursed by the COUNTY may not be used for the following purposes:

1. To make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer either; (a) under a state or local compensation program, insurance policy, or any federal or state health benefits program; or (b) by an entity that provides health services on a prepaid basis.

2. To purchase or improve land, or to purchase, construct or permanently improve (other than minor remodeling) any building or other facility.

3. To make cash payments to intended recipients of services. **Gift certificates for the purchase of any item is strictly prohibited.** Food or transportation "vouchers" are allowable, if applicable, but they must specifically state "voucher" and not "gift certificate." **Moreover, on the face of the Food Voucher it must indicate that alcohol and tobacco products are not allowable and the client may not receive cash back.**

4. To pay for lobbying of any funding decision-making body.

E. If the services reimbursable under this Agreement are available under the state Medicaid plan the PROVIDER must be a certified Medicaid provider at the time of signing this Agreement. The PROVIDER must bill all services for Medicaid eligible clients to Medicaid instead of the COUNTY.

ARTICLE IV

Budgeting and Billing Requirements

A. The PROVIDER will submit to the DEPARTMENT a budget for each term of the Agreement. If the contract amount is increased or decreased at any time during the contract period the PROVIDER must provide a revised budget within 30 days. The categorical line-item budget must be approved by the Ryan White Accountant II, and the PROVIDER agrees to make necessary changes as recommended by the Accountant II. No categorical line-item budget approval or amendment will increase or decrease the maximum amount payable for each service listed in EXHIBIT II, Payment Schedule.

B. The PROVIDER must submit monthly invoices and all other necessary documents which verify reimbursement requests. Invoices and documentation must meet the COUNTY's auditing requirements, and must contain sufficient detail for a proper pre-audit and post-audit thereof. Requests for reimbursement for authorized expenses must be submitted on the DEPARTMENT'S Request for Ryan White Reimbursement form attached as EXHIBIT III, incorporated by this reference. Payment will be made only after all required documents are received and the authorized expenses are approved. Following approval, the completed Request for Ryan White Reimbursement will serve as the approved budget, reimbursement request/invoice document, and cumulative expenditures/remaining funds management tool. Forms developed by the PROVIDER may also be used if they present the same information contained in EXHIBIT III and are approved for use by the DEPARTMENT. The method of cost presentation must be approved by the DEPARTMENT and must be in the form of a service unit cost reimbursement. The PROVIDER will complete the Budget/Expenditure Status report on a monthly basis, and report to the DEPARTMENT on a quarterly basis, by the 15th day of the month following the end of the quarter, on line item expenditures based on actual expenditures, utilizing EXHIBIT XI, incorporated herein by reference. The PROVIDER must use their approved Condition of Award Budget as the original budget, and all expenditures must be within the approved budget. Under no circumstances can the administrative costs exceed 10% of the contract amount. Once PROVIDER has access to the Ryan White Information System ("RWIS") and RWIS is completely operational, the billing process will be electronic.

Program income, the income received from payments on the sliding fee scale allowed in Article III, section B, must be documented on monthly invoices, and deducted from the amount of reimbursement requested.

Each monthly invoice must be accompanied by a completed Monthly Administrative Report as described in ARTICLE VII, paragraph C., of this Agreement. Failure to submit monthly reimbursement requests and monthly Administrative Reports by the 15th of the month following the end of the month for which reimbursement is being requested may result in the PROVIDER's forfeiture of its claim for that specific month's reimbursement request. Any payment due hereunder may be withheld until all reports from Provider are received and approved by the DEPARTMENT. Further, said failure may be considered a breach of this Agreement allowing the COUNTY to terminate this Agreement in addition to any other right the COUNTY may be entitled to. The

COUNTY reserves the right to reduce, reallocate or terminate funds for failure by the PROVIDER to achieve fiscal and/or program objectives as outlined in Exhibits I and II, in a timely manner. Such action by the COUNTY will be taken only after written notice to the PROVIDER and the allowance of thirty days for the PROVIDER to remedy the failure.

Professional services fees on a time/rate basis must be documented by a general statement of the services being provided. The time period covered by the invoice as well as the hourly rate times the number of hours worked and/or the number of units of service provided times the unit rate must be stated. All current employees providing services under this contract must keep time sheets current and available for DEPARTMENT review as required from time to time.

PROVIDER understands that these are 100% federal funds and in the event the Federal Government disallows payment for whatever reason and requires repayment, PROVIDER agrees to reimburse the COUNTY for that amount.

C. Travel expenses will be billed in accordance with Section 112.061, of the Florida Statutes (2003), as amended from time to time. However, if the PROVIDER's mileage reimbursement rate is less than the COUNTY rate, the PROVIDER agrees that the amount billed for mileage which is less than the COUNTY rate will be accepted as payment in full.

D. The PROVIDER must submit the final invoice 45 days after each budget period ends or is terminated. If the PROVIDER fails to do so, all rights to payment may be forfeited and the DEPARTMENT may not honor requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the PROVIDER and necessary adjustments thereto have been approved by the DEPARTMENT.

ARTICLE V

Modification

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the COUNTY and the PROVIDER, except as provided below.

The Director of the DEPARTMENT is hereby authorized to approve and execute Ryan White contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes. However, the DEPARTMENT Director may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA") or the Department of Health ("DOH"), as the funding agency.

The Director of the DEPARTMENT is hereby authorized to approve and execute Ryan White contract modifications which reallocate funds within this Agreement or between and among various Ryan White providers' Agreements together with the corresponding change to the number of clients and/or units, or the corresponding change to line-item if a budget contract, based on each of the following parameters:

- (i). The Care Council has reallocated the funds per service category and per county based upon utilization during the program year;
- (ii). In any program year, the total amount of the reallocations under this delegation shall not exceed \$100,000 per service category and county;
- (iii). The reallocations shall be within the same funding source (Title I, Title II, General Revenue, and Housing Opportunities for Persons With AIDS ("HOPWA")) and aggregate changes will not cause the grant award to be exceeded;
- (iv). If the Care Council decreases to zero or stops funding a specific service category with a county, the Director may decrease or delete funding unless such a decrease to zero has the effect of terminating this Agreement. Termination of this Agreement would require Board action; and
- (v). Any reallocated amounts shall be allocated to Ryan White providers based on documented need and shall be distributed pro rata, based on the documented need for that service category and provider.

ARTICLE VI

Termination

A. For Breach: Unless the PROVIDER's breach is waived in writing, the COUNTY may, upon twenty-four (24) hours written notice to the PROVIDER's Contract Coordinator identified in EXHIBIT I, terminate this Agreement for said breach. Waiver of a breach of any provision of this Agreement is not a waiver of any other breach nor is it a modification of this Agreement. The aforesaid termination notice, as well as all other notices required herein, will be effective upon receipt of the written termination notice by the PROVIDER, and delivered either in person with written proof thereof, or when received if sent certified U.S. Mail, return receipt requested.

B. For Convenience: This Agreement may be terminated by the COUNTY for convenience upon no less than thirty (30) days prior written notice to the PROVIDER. The aforesaid termination notice will be considered received by the PROVIDER when delivered as specified in the preceding paragraph. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

C. Insufficient Funds: In the event Ryan White CARE Act grant funds used to finance this Agreement become unavailable during the contract period, the COUNTY may terminate this Agreement upon no less than twenty-four (24) hours written notice. The COUNTY will be the final authority as to the availability of funds for the current or any subsequent fiscal period. Notice will be given to the PROVIDER in the same manner provided in subparagraph A of this Article. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement for the period prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

D. For Failure to Satisfactorily Perform Other Agreement: Failure to have performed any other contractual obligations with the COUNTY in a manner satisfactory to the COUNTY will be sufficient cause for termination. To be terminated as a PROVIDER under this provision, the PROVIDER must have: (1) previously failed to have satisfactorily performed in any other contract with the COUNTY, been notified by the COUNTY of the unsatisfactory performance, and failed to correct

the unsatisfactory performance to the satisfaction of the COUNTY; or (2) had any other contract terminated by the COUNTY for cause.

ARTICLE VII

Recordkeeping, Reporting and Evaluation Requirements

A. General Record Requirements: The PROVIDER must maintain both fiscal and programmatic records adequate to submit reports as required by the COUNTY and by the United States Department of Health and Human Services. These records include those necessary to assure proper accounting of all CARE Act grant funds, those required to document the services provided through these funds, and any others deemed necessary by the COUNTY or by the United States Department of Health and Human Services or the State of Florida Department of Health. These records must be made available to the COUNTY's authorized representatives as well as representatives of the Federal Government for audit, examination, excerpts, transcription, or monitoring purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the period of this Agreement and during the period of six (6) years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of this contract and shall allow the United States Department of Health and Human Services, the COUNTY or its designee, access to such records upon request. The PROVIDER shall ensure that audit working papers are made available to the United States Department of Health and Human Services, upon request for a period of six (6) years from the date the audit report is issued, and PROVIDER agrees to extend said period if so requested by the United States Department of Health and Human Services or the COUNTY. The COUNTY may require that copies of all fiscal and programmatic records be surrendered to the COUNTY upon termination of this Agreement. Should services provided under this contract be transferred to another provider at any time or for any reason, the PROVIDER understands and agrees to transfer copies of the clients' records to the new provider agency or the COUNTY, as determined by the DEPARTMENT within fifteen days of said transfer, in a manner that protects the integrity of the records and the confidentiality of the clients.

B. HIV Status and Eligibility: The PROVIDER must authenticate and record the HIV status of all clients receiving services funded by The CARE Act under this Agreement in accordance with United States Department of Health and Human Services policies and procedures. Failure to document the HIV status of clients served will be considered cause for withdrawal of funds and termination of this Agreement by the COUNTY. These records must be made available to COUNTY staff for inspection to validate eligibility of clients served. It is the PROVIDER's responsibility to obtain any required client Consent and/or Release of Medical Information forms to assure client confidentiality under current law and to allow County staff access to such records for the purposes described in this Agreement including access to the information in any Management Information System used by the PROVIDER and/or established by the DEPARTMENT. The PROVIDER must have the Express Consent Required by Florida Law to Obtain and Disclose Health Information signed by the client prior to accessing or imputing client information into the RWIS, attached as Attachment A, attached hereto and made a part hereof. In the event a client revokes the consent, the PROVIDER must notify the DEPARTMENT immediately in writing via fax. The PROVIDER must also send a copy of each signed consent form to the DEPARTMENT within 48 hours. The PROVIDER must fax a copy of the consent and/or revocation to the individual designated by the Ryan White Program Manager to the secure fax server number provided in writing by the Ryan White Program Manager. The designated individual and secure fax number will

be provided to the PROVIDER prior to the implementation of RWIS, the PROVIDER will also be notified of any staff changes or fax number changes related to RWIS in writing by the Ryan White Program Manger. The COUNTY agrees to maintain client confidentiality to the extent required by law. Client eligibility will be determined by the PROVIDER in accordance with the policies of the CARE Act, the Care Council, and the COUNTY as grantee. No residency requirement shall be applied to clients who otherwise qualify and are eligible for service.

The PROVIDER shall have written procedures to ensure that staff and volunteers will maintain the confidentiality of client records related to the services provided under this contract, as specified in Sections 384.29 and 381.004(3), Florida Statutes (2003), as amended from time to time, and all applicable federal laws and/or regulations. The PROVIDER shall have each employee and volunteer with access to confidential client information, complete and date a memorandum of understanding regarding confidentiality of client information. Client records shall be kept in secured storage containers or equipment, in secured locations, within the physical location of the PROVIDER and must comply with HIPAA Security Rules and Regulations.

C. Reporting: The PROVIDER will submit the Monthly Administrative Report ("MAR") included as Exhibit IV, incorporated by reference, until RWIS is fully operational. Once RWIS is fully operational, MAR's will no longer be required. RWIS will be the exclusive method for billing, reimbursement and reporting purposes. The Monthly Administrative Report provides client-level information, including client identifier number and specific demographic data for each new client served, and summarizes the number of individuals served during the reporting period, and the units of service provided. Additional information may be required by the COUNTY or the United States Department of Health and Human Services. The COUNTY and the PROVIDER mutually agree the confidentiality of the clients served by the PROVIDER under this Agreement will be strictly observed, as required by applicable law, in any reporting, auditing, invoicing, program monitoring and evaluation. Monthly requests for reimbursement will not be processed unless accompanied by a completed Monthly Administrative Report.

Acceptance of this Agreement indicates the PROVIDER'S assurance that it will comply with data requirements of the Office of Management and Budget (OMB) approved Care Act Data Report ("CADR") annually. If the PROVIDER receives both Title I and Title II funding, the PROVIDER shall submit a copy of the same CADR for both contracts. The PROVIDER is required to read the current CADR instructions from the Federal Government and follow them implicitly, as well as instructions from the DEPARTMENT.

PROVIDER agrees to comply with any and all requests for information for State and/or Federal reports or the Federal Grant Application.

D. Any PROVIDER with more than \$500,000 in total federally funded contracts is required to arrange for an independent audit of the PROVIDER's fiscal year. The audit must be conducted in accordance with the applicable OMB Circular, Program Audit Guide, or Government Auditing Standards. Audits must be completed no later than six (6) months after the end of the PROVIDER's fiscal year. Audits must be submitted to the DEPARTMENT within thirty (30) days of completion and will include the management letter and corrective action plan. PROVIDER must have audits performed for each fiscal year during which Ryan White federal assistance has been received. Any PROVIDER with less than \$500,000 in total federally funded contracts is required to submit an unaudited financial statement no later than two (2) months after the end of the PROVIDER's fiscal year. The PROVIDER understands that failure to meet this requirement after

written notice from the COUNTY and an opportunity to cure within the time specified in said notice, shall constitute a material breach. In addition, such failure can result in loss of current funding and disqualification from consideration for future COUNTY administered funding. Funds for an audit can only be used if the PROVIDER receives more than \$500,000 in Federal funds annually. If at any time the PROVIDER's Federal funding drops below \$500,000 the PROVIDER must notify the DEPARTMENT, provide a revised budget within 14 days, and the cost of the audit must be paid from non-Federal funds.

E. Title to equipment acquired under this Agreement shall vest in the COUNTY and/or the United States Federal Government upon acquisition. All items of equipment acquired by the PROVIDER under this Agreement will be maintained, inventoried, and controlled in accordance with the equipment management requirements established by the COUNTY and in accordance with the Federal Public Health Service Grants Policy Statement. Items of equipment which cost in excess of \$25.00 will also be physically tagged with COUNTY property control numbers. In accordance with the FY 1995 Appropriations Act (P.L.103-333) and advice from the Health Resource and Services Administration (HRSA), all equipment and products purchased with grant funds should be American-made. The PROVIDER shall not dispose of nonexpendable property purchased under this contract, except with prior written approval from the COUNTY.

F. The PROVIDER agrees to participate in evaluation studies and needs assessments sponsored by the United States Health Resources and Services Administration and/or analyses carried out by or on behalf of the COUNTY or the Care Council to assess the needs of the HIV target population or to evaluate the appropriateness and quality of services provided. This participation will, at a minimum, include permitting right of access to staff involved in such efforts to PROVIDER's premises and records, consistent with client confidentiality requirements, and to participate in meetings scheduled for such purposes.

G. At least one authorized representative of the PROVIDER'S organization is required to attend all PROVIDERS meetings held by the DEPARTMENT to exchange important contractual, fiscal and program information. Absences of PROVIDER representatives, due to emergencies, may be excused by the DEPARTMENT.

H. The PROVIDER must abide by the minimum standards of care established by the Care Council that were set forth in RFA #RW2-07. The DEPARTMENT will notify the PROVIDER of any changes made by the Care Council.

I. The PROVIDER must have the ability to provide documents requested by the DEPARTMENT in an Microsoft ("MS") Word format, while files containing data must be submitted in an Excel format. The DEPARTMENT will notify the PROVIDER if the documents are to be provided electronically or on a Compact Disc ("CD"). The PROVIDER agrees to provide the items as requested within the timeline established by the DEPARTMENT.

J. The COUNTY will only reimburse the PROVIDER for services rendered, therefore the COUNTY will not reimburse the PROVIDER for days in which they are closed excluding COUNTY holidays. Time sheets must document hours worked. The PROVIDER must notify the DEPARTMENT in writing and with 30 days prior notice of the days their offices will be closed.

K. LIQUIDATED DAMAGES:

1. If the PROVIDER fails to perform or provide for any of the items listed in paragraph three below within ten (10) business days after the DEPARTMENT has given PROVIDER written notice of PROVIDER's failure to perform; Liquidated damages shall be assessed against the PROVIDER for each calendar day that the COUNTY is harmed and will incur administrative expenses incidental to the PROVIDER's failure to perform as required.

2. Both parties agree that any liquidated damages imposed are for the harm incurred by the COUNTY administratively, which costs are difficult to quantify, and shall not be construed as a penalty. Imposition of liquidated damages will in no way limit the COUNTY's ability to pursue all other legal remedies and other substantiated costs incurred by the COUNTY.

3. COUNTY shall be entitled to assess liquidated damages and deduct same from the monthly billing of the PROVIDER for each of the following occurrences:

a. Failure to provide within the time period set forth in the Agreement any reports, audits, and/or financial statements required pursuant to Articles I, IV, VII except as expressly excluded therein, and XVI of this Agreement will be assessed \$50.00 per day.

Assessment of liquidated damages is in addition to any other incidental, consequential or other damages that the COUNTY may be entitled to pursuant to law.

L. WORK PRODUCT: All documents, studies, and findings resulting from this Agreement shall become property of the COUNTY and the United States Federal Government. PROVIDER shall not publish, use or provide this information to any third party excluding the Care Council without prior written consent of the COUNTY.

M. The PROVIDER must abide by the client service limit caps established by the Care Council that were set forth in RFA #RW2-07. The DEPARTMENT will notify the PROVIDER of any changes made by the Care Council.

N. Proof of Ambulatory/Outpatient Medical Care: The PROVIDER must obtain proof that the client has been to an ambulatory/outpatient medical care ("primary care") provider at least once annually. Any services provided to a client without proof of primary care will not be eligible for reimbursement. This paragraph is excluded from the Liquidated Damages provision.

O. Case Management PROVIDERS' will be required to attend case management training sessions funded under Title I, as well as any State of Florida, Department of Health sponsored training sessions, which the PROVIDER is granted access to attend.

P. Quality Management: Quality Management is a HRSA mandate. Therefore, Quality Management reporting elements may be established by the Title I Quality Management Contracted Provider. Additionally, the PROVIDER may develop their own Quality Management standards. The PROVIDER must participate and fully cooperate with the Title I Quality Management Contracted Provider.

Q. All case managers, mental health counselors and medical staff must identify Hispanic and African American clients who 1) have been referred to primary care but have not accessed it, or 2) are accessing care inconsistently. The PROVIDER must obtain the proper release of information from the client and those clients identified must be referred to the Ryan White Title I contracted Medical Educators or Adherence Liaisons.

R. The PROVIDER must document that they have obtained Third Party Reimbursement ("TPR") training at least once annually. The DEPARTMENT prefers that the PROVIDER attend a HRSA sponsored TPR training session or log on to a web based training program.

ARTICLE VIII

Legal Governance

Unless otherwise specified, this Agreement is governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when the services provided herein are funded by the United States government, and venue will be in Hillsborough County, Florida.

ARTICLE IX

Statement of Assurance

During the performance of this Agreement, the PROVIDER herein assures the COUNTY that said PROVIDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, in that the PROVIDER does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the PROVIDER's employees or applicants for employment. The PROVIDER understands and agrees that this agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the PROVIDER herein assures the COUNTY that said PROVIDER will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of the services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference. This statement of assurance will be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability. In instances where the total payments to be made to the PROVIDER by the COUNTY under this Agreement amount to \$10,000 or more, the PROVIDER (as contractor) will abide by the provisions of the HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE attached as EXHIBIT V and incorporated by reference.

ARTICLE X

Assignment and Subcontracting

It is understood and agreed that this Agreement may not be assigned or subcontracted without the prior written consent of the COUNTY. All requirements of this contract must be included in all subcontracts or assignments, unless waived in writing by the COUNTY.

ARTICLE XI

Notification Requirement

Any notices required under this Agreement shall be written and delivered either in person with written proof thereof, or when received if sent certified U.S. Mail, return receipt requested. Such

notice if to the COUNTY shall be sent to the COUNTY, address listed in the first paragraph of this Agreement; and if to the PROVIDER, notice shall be sent as listed in EXHIBIT I.

ARTICLE XII

Indemnification and Insurance Requirements

A. The PROVIDER will indemnify, hold harmless, and defend the COUNTY, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees and expenses, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by PROVIDER, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification is not limited in any way as to the amount or types of damages or compensation payable to the COUNTY on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the COUNTY or any of its agents or employees by any employee of the PROVIDER, any subcontractor, heir, assign, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way as to the amount or type of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This obligation shall survive the termination or expiration of this Agreement for a period of not less than six (6) years, or any applicable statute of limitations period, or equitable limitations doctrines, whichever is longer.

B. The PROVIDER shall, pursuant to the requirements of EXHIBIT VI, INSURANCE REQUIREMENTS, procure and maintain throughout the period of the Agreement on behalf of themselves and the COUNTY, insurance of the types listed in EXHIBIT VI and in the amounts specified. All insurance not provided by a self-insurance program shall be obtained from responsible companies duly authorized to do business in the State of Florida and each policy shall provide that the COUNTY is an additional insured party as to the actions of the PROVIDER, its employees, agents, assigns and sub-contractors, performing or providing materials and/or services to the PROVIDER during the performance of the Agreement and shall also contain a Severability of Interest provision. Every insurance policy must provide for thirty-(30) days prior written notice to the COUNTY of any cancellation, intent not to renew, or reduction in the policy coverage.

ARTICLE XIII

AUTOMATION REQUIREMENTS

The COUNTY is in the process of developing a new Management Information System ("MIS") for the Ryan White Program. Various components of the MIS will be added over time. Once the basic components of the MIS are in place all providers will be required to use the MIS. Upon execution of this Agreement PROVIDER shall notify the DEPARTMENT in writing of PROVIDER's selection to either (1) use the COUNTY's MIS to perform invoicing and reporting functions ("Data Entry"); or (2) maintain client data in their own data system with the ability to electronically send invoice and

report data to the COUNTY ("Electronic Submissions"). Under Electronic Submissions if PROVIDER is a covered entity under Health Insurance Portability and Accountability Act ("HIPAA"), then PROVIDER shall transmit its billing and reporting information in a HIPAA standard transaction format. All costs related to the PROVIDER's programming, formatting, or submission of HIPAA Transactions through a clearinghouse or translator product will be the PROVIDER's sole responsibility. If PROVIDER is not a covered entity under HIPAA, then PROVIDER shall transmit its billing and reporting information in the designated COUNTY format.

The PROVIDER shall maintain their own computers, information systems, licenses, virus protection software, passwords, networks, and other such logging and access control systems and procedures as to provide reasonable assurance as to the Privacy and Security of any Protected Health Information ("PHI") and/or Electronic PHI ("EPHI") that they create, maintain, store, or use in conjunction with the Ryan White Program.

PROVIDER must have a mechanism of capturing, billing and reporting data required by this Agreement and HRSA. Failure to capture, bill and report required data will result in termination of this Agreement. The COUNTY will not provide computer resources, support and maintenance of computer hardware or software, Internet services or communication lines. All future repairs, maintenance, licensing, security mechanisms, and telecommunications costs are the responsibility of the PROVIDER.

Furthermore, the PROVIDER agrees to comply with all HIPAA, if applicable, and Ryan White Care Act guidelines applicable for Privacy, Confidentiality, Security and applicable records retention laws for any Ryan White related data in their control.

PROVIDER is responsible for securing access to computers and performing periodic review and maintenance of all hardware used for Ryan White data collection for their agency. The maintenance of these computers will include the following:

1. PROVIDER must purchase and use either a software or hardware firewall.
2. PROVIDER must purchase and use an anti-virus security software package installed on each of their personal computers.
3. PROVIDER is responsible for keeping all operating systems, firewalls and anti-virus security software products up to date as suggested by each of the appropriate software vendors. PROVIDER agrees to provide access to DEPARTMENT staff to inspect and monitor that these measures are being followed.
4. Failure to meet these requirements or keep in step with prevailing HIPAA, if applicable, Federal or State requirements for securing Ryan White data will result in termination of this Agreement.

PROVIDER shall not input in the MIS psychotherapy notes, as that term is defined in the HIPAA Rules Governing the Standards for Privacy of Individually Identifiable Health Information.

The PROVIDER shall provide all required reporting and billing data in a format that shall be designated by the DEPARTMENT. PROVIDER agrees to modify this Article as necessary to correspond to the specific method or methods that will be used for data collection coinciding with the implementation of the MIS. It is also anticipated that data collection, billing and reporting requirements may change during the life of this Agreement and PROVIDER agrees to comply with

those requirements. The PROVIDER will make the necessary adjustments in their data collection, billing and reporting systems and methodologies to continue to comply with this Article.

If PROVIDER is a covered entity under HIPAA, PROVIDER agrees to enter into a Trading Partner Agreement with the COUNTY to specify the conditions of electronic data transfers and to conform to Health Insurance Portability and Accountability Act ("HIPAA") mandates of transaction and code sets.

If PROVIDER is not a covered entity under HIPAA, PROVIDER agrees to comply with the MIS Protocols and Procedures to be developed by the DEPARTMENT. The MIS Protocols and Procedures will among other things specify the format and conditions of electronic data submissions. Electronic exchange of all Ryan White related data will employ a secure technology preapproved by the COUNTY. The COUNTY will not be responsible for costs incurred by the PROVIDER to submit electronic report and claim data.

Supporting documentation required to accompany line item claims will still be required for match up to the electronic submission. Detailed back up for billings, reports, etc., may be required to accompany electronic submissions and data entry.

Client Registration:

For billing and reporting all clients must be registered and have a number to uniquely identify said client in the MIS, a Client Identification Number ("CIDN"). CIDN shall be generated by the MIS.

Upon implementation of the MIS and upon the client's first contact with PROVIDER after implementation of MIS. PROVIDER shall conduct a thorough look-up in the MIS to determine whether the client has been previously registered. The look-up will require that PROVIDER enter basic client information such as name, date of birth, social security number, etc., in the MIS to locate a match. If the client has been previously registered PROVIDER will use that client's CIDN. If the client has not been previously registered, then PROVIDER will input the basic demographics of that individual and a CIDN will be generated for said client. Duplication of clients within the system is strictly prohibited. PROVIDER shall submit billing and reporting data to the COUNTY using the clients CIDN. Data that cannot be linked to a registered client will be rejected. The DEPARTMENT will designate a contact person to assist the PROVIDER in resolving questions that arise regarding client registration. It is the PROVIDER's responsibility to obtain the appropriate consents from the client prior to conducting a look-up.

Security of Electronic Claim Submissions

Any electronic exchange of Ryan White related data will utilize SSL ("Secure Socket Layer") technology. The COUNTY will implement a certificate and public ID that are issued by a trusted root certificate authority ("CA") - such as VeriSign.

HIPAA Covered Entities and Supported Transactions

PROVIDERS that are HIPAA Covered Entities shall submit all electronic claim data to the DEPARTMENT in HIPAA standard transaction format for the 837P claim. A draft version of the Companion Guide for the COUNTY's 837P transaction format can be obtained upon request from the DEPARTMENT.

All costs related to the PROVIDER's programming of the HIPAA Transactions including the 837P, or for clearinghouse submission of the 837P will be the PROVIDER's sole responsibility.

Providers may also use the 270/271 Eligibility Inquiry transaction to verify if a client is registered in the MIS. If the client is not found, the PROVIDER will need to complete data entry registration before claims or reporting data can be accepted electronically. Other transactions supported at this time for the Ryan White Program will be the 276/277 Claim Inquiry and the 835 Remittance Advice.

The DEPARTMENT will only accept electronic claim data from a Covered Entity that is in HIPAA standard transaction format. If the Covered Entity is working towards a compliance plan for the electronic claim submission, the PROVIDER shall certify to the COUNTY upon execution of this Agreement that it has a contingency plan and is making a good faith effort to move towards compliance within one year. Beyond that one year, the COUNTY shall not accept transactions that are not in the required HIPAA standard transaction format.

Each staff member of the PROVIDER agency who needs access to the Ryan White information System Computer Software ("RWIS") for client, billing or data input will be provided a RSA SecurID® token for their sole use. If the PROVIDER's staff member(s) lose(s), misplace(s) or has their RSA SecurID® token stolen the PROVIDER will be charged \$60.00 for each replacement. The PROVIDER's staff member(s) who lose, misplace or have their token stolen will not be able to input information or utilize the system until a new token is purchased. A new token will not be issued until PROVIDER issues a check for \$60.00 made payable to Hillsborough County BOCC and mails said check to the Ryan White Program Manager. The replacement token will be issued upon receipt of proof that the check has cleared the COUNTY's bank account. The PROVIDER has 30 days from the reported loss, misplacement or theft to deliver a check to the COUNTY. If for some reason the DEPARTMENT does not receive payment for the token, the DEPARTMENT will offset the cost of the token by deducting \$60.00 from the next invoice/reimbursement request. If for any reason the PROVIDER's contract is terminated, not renewed, or the PROVIDER is no longer funded, the PROVIDER must return all tokens issued to the PROVIDER agency within 30 days of termination or non renewal of contract(s). The PROVIDER will need to issue a check for all tokens not returned to the DEPARTMENT at a cost of \$60.00 each. The check must be made payable to Hillsborough County BOCC and mailed to the Ryan White Program Manager. If the PROVIDER does not submit a check for the token(s) within 30 days of loss of funding, the DEPARTMENT will offset the cost of the token(s) by deducting \$60.00 per token from the next or final invoice/reimbursement request.

Additionally, if the PROVIDER terminates employment of a staff member who was issued a token, or if the employee resigns, the PROVIDER has the responsibility to collect the token from the employee, notify the DEPARTMENT of their employment status within 24 hours of termination/resignation in order that the token be disabled by the DEPARTMENT. If the position will be filled with a new employee within 30 days, the PROVIDER must notify the DEPARTMENT of the new employee information so that the token may be activated in the new staff members name.

ARTICLE XIV

Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid or illegal, the remainder of the Agreement shall not be affected by such invalidity or illegality and shall remain in full force and effect.

ARTICLE XV

Independent Contractor Requirement

The PROVIDER will carry out, or cause to be carried out, all of the services required herein as an independent contractor. The PROVIDER will not represent itself as an agent, sub-agent, or representative of the COUNTY. All services described herein will be carried out by persons or instrumentalities solely under the PROVIDER's control and supervision.

ARTICLE XVI

Customer Satisfaction Survey

The PROVIDER will be required to participate in the Customer Satisfaction Survey Program by distributing DEPARTMENT-approved survey forms to the clients. For the purpose of this Agreement a customer is defined as HIV positive individuals, Care Council members, Ryan White subcontracted providers, community advocates, and community leaders which consist of non-Ryan White subcontracted providers, such as hospital emergency room staff, mental health providers, homeless shelters, etc. The results of the survey must be reported to the DEPARTMENT annually on or before March 15. The DEPARTMENT's Ryan White staff will advise the PROVIDER of any significant client-perceived deficiencies in performance, as well as significant positive client feedback. Client satisfaction surveys are to be sent to all clients served during the contract period by the end of the contract period, with results reported to DEPARTMENT. PROVIDER shall achieve 85 percent or better rating on the client satisfaction survey administered by the PROVIDER. If an 84 percent or less satisfaction rate is received on the above referenced survey a corrective action plan ("plan") must be submitted within 30 days. If the corrective action plan is not submitted within 30 days the COUNTY will withhold reimbursement requests until the plan is submitted. Additionally, the PROVIDER will be required to submit a follow-up survey 3 months after submitting the plan.

ARTICLE XVII

Political Limitations for County Contracts with Private Non-Profit Corporations

Service PROVIDERS must not participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE XVIII

Public Entity Crimes Statement

If the amount of the Agreement is ten thousand dollars (\$10,000) or more, the PROVIDER shall certify by sworn statement that is has not been charged and convicted of a Public Entity Crime, nor is it in violation of any state or federal law involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation as stated in Exhibit VII, attached hereto and made a part hereof.

ARTICLE XIX

Compliance

The PROVIDER shall comply with the requirements of all federal laws, state laws, local codes and ordinances, rules and regulations, Hillsborough County Contractors Guidance and Policies Manual ("Manual"). In the event of any conflict with the Manual and this Agreement the Manual shall control, unless it conflicts with a Federal or State Statute or regulation. If the PROVIDER notices a discrepancy between the Manual and the Agreement, the PROVIDER must immediately notify the DEPARTMENT in writing of the discrepancy. The PROVIDER represents that it has and shall maintain all the necessary licenses to provide the services set forth in Exhibit I of this Agreement, and that the person executing this Agreement has the authority to do so. If the PROVIDER observes that any of the provisions of this Agreement are at variance therewith, the PROVIDER will give the DEPARTMENT prompt written notice. Any necessary changes to the provisions contained herein will be adjusted by an appropriate modification.

PROVIDER also agrees to comply with all current and future HRSA Program Policy Notices.

ARTICLE XX

Costs

Each party shall be responsible for their respective attorneys' fees and costs, including but not limited to costs and attorneys' fees associated with administrative hearings, court proceedings and appellate proceedings.

ARTICLE XXI

Waiver

A waiver of any performance or breach by either party shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any subsequent default of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XXII

Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under or in equity which may now or in the future be applicable.

ARTICLE XXIII

Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits attached hereto, the contents of the exhibits shall control over the contents of the Agreement. In the event of any

conflict between the provision of this Agreement and Sections A through G of RFA # RW2-07, the terms of this Agreement shall control.

ARTICLE XXIV

Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination. In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE XXV

P.L.103-227, Pro-Children Act of 1994

PROVIDER understands and agrees that it is in compliance with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), and shall remain in compliance during the term of this Agreement and any renewal thereof. Provider shall certify by notarized statement its compliance on EXHIBIT VIII which is attached hereto and incorporated herein by reference.

ARTICLE XXVI

Headings

Article headings have been included in the Agreement solely for the purpose of convenience, and such headings shall not affect the interpretation of any of the terms of the Agreement.

ARTICLE XXVII

Public Notices

In accordance with the FY 1995 Appropriations Act (P.L. 103-333) and HRSA advise, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

ARTICLE XXVIII

Drug Free Workplace

The Provider will assure the County it will administer, in good faith, a policy designed to ensure that the Provider is free from the illegal use, possession, or distribution of drugs or alcohol. As part

of such policy, the Provider will require, as a condition of employment, that each employee notify their supervisor within five (5) days if they have been convicted under a criminal drug statute for activity occurring at the workplace or outside the workplace, if the offense could be reasonably expected to affect the Provider's function. The PROVIDER will, in turn, immediately notify the COUNTY of the occurrence as well as any and all corrective action taken. A criminal drug statute is any law, federal, state, or local, which makes unlawful the manufacture, distribution, dispensation, or possession of any controlled substance or illegal drug.

ARTICLE XXIX

Patents, Copyrights, and Royalties

If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith, the PROVIDER shall refer the discovery or invention to the Federal Government, through the COUNTY, to determine whether patent protection will be sought in the name of the Federal Government. In the event any books, manuals, films, or other copyrightable materials are produced, the PROVIDER shall notify the Federal Government. Any and all patent rights and copyrights accruing under or in connection with the performance of this contract are hereby reserved to the Federal Government, in accordance with 37 CFR part 401. The PROVIDER, without exception, shall indemnify and hold harmless the COUNTY and the Federal Government and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the PROVIDER. If the PROVIDER uses any design, device, or materials covered by letters, patent or copyright, it is agreed and understood without exception that the fees for service shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

ARTICLE XXX

Certification Regarding Lobbying

PROVIDER understands and agrees that it is in compliance with 31 USC Section 1352, and shall remain in compliance during the term of this Agreement and any renewal thereof. Provider shall execute a certification regarding lobbying, attached as EXHIBIT IX and made a part hereof.

ARTICLE XXXI

PROVIDER understands that it is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), and 42 USC Section 7401 et seq., the Federal Water Pollution Control Act as amended 33 USC 1251 et seq., and shall remain in compliance during the term of this Agreement and any renewal thereof. Violations shall be reported to the United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

PROVIDER understands that it is in compliance with the Energy Policy and Conservation Act 45 CFR 92.36(l)(13), 45 CFR 92.37 (b), as well as Debarment and Suspension 45 CFR 74 App A (8), and shall remain in compliance during the term of this Agreement and any renewal thereof.

ARTICLE XXXII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

PROVIDER, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for PROVIDER to comply with the HIPAA laws shall be borne by PROVIDER. All HIPAA compliance dates must be satisfied and PROVIDER must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by COUNTY's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the COUNTY upon request. PROVIDER is required to fully cooperate with any and all audits, reviews and investigations conducted by COUNTY, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

PROVIDER, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the DEPARTMENT (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

ARTICLE XXXIII

Data Sharing

Certain data under this Agreement is confidential and must be afforded special treatment and protection shall be made available between the parties and utilized as described herein. When confidential data received, exchanged and/or accessed can be used or disclosed only in accordance with this agreement and local, state and federal law.

1. The following Definitions shall apply to this Article only:

- a. Covered Entity: "Covered Entity" shall mean COUNTY.
- b. Trading Partner: "Trading Partner" shall mean PROVIDER.
- c. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103.

2. Purpose of Agreement: The data specified in this agreement will be used solely for purposes of research, public health or health care payment, treatment or operations.

3. **Justification for Access.** This agreement is authorized by the Health Insurance Portability and Accountability Act of 1996 as the same may be amended from time to time. (HIPAA) This agreement implements HIPAA by allowing the parties to disclose protected health information (PHI) necessary to perform contractual and/or legal obligations and to provide for appropriate safeguards of PHI.
4. **Description of Data.** To enable Trading Partner to perform certain contractual or other legal obligations concerning PHI, Covered Entity may disclose PHI for Trading Partner's use.
5. **Point of Contact.** Covered Entity designates the following individual as its point of contact for this agreement:

Aubrey Arnold, or his successor
Name of point of contact

601 E. Kennedy Blvd, 25th Floor
Street address

Tampa, FL 33602
City / State / Zip code

(813) 272-6935
Phone number

All correspondence regarding this agreement, including, but not limited to, notification of change of custodianship, uses or disclosures of the data not provided for by this agreement, requests for access to the data, requests for accounting of disclosures of the data, disposition of the data, and termination of this agreement, shall be addressed to the point of contact.

6. **Custodial Responsibility.** Trading Partner names the following individual custodian of the data on behalf of same.

Name of custodian

Street Address

City / State / Zip code

Phone number

The custodian shall be responsible on behalf of Trading Partner for monitoring all conditions of use and for the establishment and maintenance of safeguards as specified in this agreement to prevent unauthorized use. Trading Partner must notify Covered Entity in

writing within thirty (30) days of any change of custodianship. Notification of change of custodianship shall be delivered by certified mail, return receipt requested, by facsimile with proof of delivery, or in person with proof of delivery.

7. **Permissible Uses and Disclosures of Trading Partner Data.** Trading Partner shall not use, release or further disclose the data specified in this agreement except as permitted by this agreement or any other contract between Trading Partner and Covered Entity or as required by local, state or federal law. Trading Partner shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use of or access to the data specified in this agreement.

Trading Partner shall not disclose, release or allow the release of the data specified in this agreement to any persons or entities other than those listed in paragraph 8, below and as otherwise permitted by this agreement, or any other agreement between Trading Partner and Covered Entity. Trading Partner shall in all instances restrict use, disclosure or release of the data specified in this agreement to minimum number of individuals who require the information in order to perform contractually obligated functions. Trading Partner shall instruct individuals to whom the data is disclosed of all obligations under this agreement and shall require the individuals to maintain those obligations.

Trading Partner shall secure the data specified in this agreement when the data is not under the direct and immediate control of an authorized individual performing the functions of this agreement. Trading Partner shall make a good faith effort to identify any use or disclosure of the data not provided for by this agreement. Trading Partner shall notify the Covered Entity by certified mail, return receipt requested, or by facsimile with the proof of delivery or in person with proof of delivery within three (3) business days of discovery of any use or disclosure of the data not provided for by this agreement of which the Trading Partner is aware, and shall mitigate, to the extent possible, any harm caused thereby.

A violation of this section shall constitute a material breach of this agreement and notwithstanding any provision of any contract between Trading Partner and Covered Entity to the contrary, Covered Entity shall have the right to terminate its relationship with Trading Partner and to terminate this agreement, with twenty-four (24) hours written notice.

8. **Disclosure to Agents.** Trading Partner shall ensure that any agents of Trading Partner, including, but not limited to, a contractor or subcontractor, to whom Trading Partner provides data specified in this agreement agree to the same terms, conditions, and restrictions that apply to Trading Partner with respect to the data.
9. **Access to the Data.** Trading Partner shall notify the Covered Entity in writing by certified mail, return receipt requested, or by facsimile with proof of delivery or in person with proof of delivery within ten (10) days of any requests received by the Trading Partner from individuals seeking access to or copies of the data specified in this agreement.
10. **Accounting of Disclosures.** Trading Partner shall notify the Covered Entity in writing by certified mail, return receipt requested, or by facsimile with proof of delivery or in person with proof of delivery within ten (10) days of any requests received by Trading Partner from individuals seeking an accounting of disclosures of the data specified in this agreement. Trading Partner shall document all disclosures of the data as needed for Covered Entity to

respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, and shall provide the Covered Entity with such documentation upon the Covered Entity's request.

11. **Incorporation of Amendments to the Data.** Trading Partner shall incorporate any amendments to the data specified in this agreement when and as notified by Covered Entity and shall abide by any authorized restrictions on the release, use or disclosure of PHI after notice by Covered Entity.
12. **Penalties.** Trading Partner acknowledges that failure to abide by the terms of this agreement may subject Trading Partner to penalties for wrongful disclosure of protected health information under federal law. Trading Partner shall inform all persons with authorized access to the data specified in this agreement of the penalties for wrongful disclosure of protected health information.
13. **Indemnification.** Trading Partner shall indemnify, hold harmless, and defend Covered Entity, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by Trading Partner, its assigns, and heirs during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or type of damages or compensation payable to Covered Entity on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against Covered Entity or any of its agents or employees by Trading Partner, its heirs, assigns, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Trading Partner under workers compensation acts, disability benefit acts or other employee benefits acts. This obligation shall survive the termination or expiration of this Agreement for a period of not less than six (6) years, or any applicable statute of limitations period, or equitable limitation, equitable limitation doctrine, whichever is longer. In accordance with Florida Statutes Section 768.28, this section shall not apply to contracts with the state, its agencies and subdivisions as defined therein.
14. **Disposition of Data.** Trading Partner shall retain the data specified in this agreement for a period not less than six (6) years from the date Trading Partner receives or is provided access to the data, (hereinafter referred to as the retention period) unless otherwise authorized by the Covered Entity's Privacy Officer. Upon conclusion of the retention period, Trading Partner shall destroy the data and any information derived from its contents, including all copies, modified data, or hybrid or merged databases containing the data or return it to Covered Entity if requested by the Privacy Officer after Notice by Trading Partner. Trading Partner shall provide Covered Entity with written confirmation of the destruction of the data and any information derived from its contents.
15. **Term of Agreement.** These Data Sharing Contract provisions shall be effective upon execution of this Agreement by both parties and shall remain in effect until terminated by

Covered Entity. Covered Entity may, by no less than twenty-four (24) hours written notice to Trading Partner, terminate this agreement upon material breach of this agreement. This agreement may be terminated by Covered Entity without cause upon thirty (30) days written notice. Notice of termination shall be delivered by certified mail, return receipt requested or by facsimile with proof of deliver or in person with proof of delivery.

The terms of this agreement may not be waived, altered, modified, or amended except by written agreement of both parties. Both parties agree to enter into a written modification agreement or take such action as is necessary to comply with the requirements of HIPAA and any amendment thereto or to implement any changes required by law.

This agreement supersedes any and all agreements between the parties with respect to the use of the data specified in this agreement.

ARTICLE XXXIV

Business Associates

1. The following Definitions shall apply to this ARTICLE only:

- a. Business Associate. "Business Associate" shall mean PROVIDER.
- b. Access. "Access" means the ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource. (This definition does not apply to paragraph 1 (e), below.)
- c. Administrative safeguards. "Administrative safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the covered entity's workforce in relation to the protection of that information.
- d. Authentication. "Authentication" means the corroboration that a person is the one claimed.
- e. Availability. "Availability" means the property that data or information is accessible and useable upon demand by an authorized person.
- f. Covered Entity. "Covered Entity" shall mean COUNTY.
- g. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- h. Confidentiality. "Confidentiality" means the property that data or information is not made available or disclosed to unauthorized persons or processes.

- i. Encryption. "Encryption" means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.
- j. Facility. "Facility" means the physical premises and the interior and exterior of a building(s).
- k. Information system. "Information system" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- l. Integrity. "Integrity" means the property that data or information have not been altered or destroyed in an unauthorized manner.
- m. Malicious software. "Malicious software" means software, for example, a virus, designed to damage or disrupt a system.
- n. Password. "Password" means confidential authentication information composed of a string of characters.
- o. Physical safeguards. "Physical safeguards" are physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- p. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- q. Protected Health Information. "Protected Health Information" and "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- r. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- s. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee. § 164.103.
- t. Security incident. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- u. Security or Security measures. "Security" or "Security measures" that encompass all of the administrative, physical, and technical safeguards in an information system.

- v. Security Rule. "Security Rule" shall mean the Security Standards for the protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- w. Technical Safeguards. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- x. User. "User" means a person or entity with authorized access.
- y. Workstation. "Workstation" means an electronic computing device, for example, a laptop or desktop computer, or any other device that performs similar functions, and electronic media stored in its immediate environment.
- z. All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

2. Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. If Business Associate has Protected Health Information in a Designated Record Set:
 - 1. Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
 - 2. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.

- g. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, upon request of either, for purposes of determining Covered Entity's compliance with the Privacy Rule.
- h. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- i. Business Associate agrees to provide to Covered Entity or an Individual, upon request, information collected in accordance with Paragraphs g and h above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- j. Business Associate agrees to comply with all Security Rule standards and specifically as required by 45 CFR § 164.308(b). Business Associate must also satisfy the requirements of 45 CFR § 164.314 paragraph (a)(2)(i) or (a)(2)(ii), as applicable.
- k. Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of protected health information in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- l. Business Associate agrees to implement security measures to secure passwords used to access electronic protected health information that it accesses, maintains, or transmits as part of this contract or agreement protected from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- m. Business Associate agrees to implement security measures to safeguard electronic protected health information that it accesses, maintains, or transmits as part of this contract or agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, as long as such use or disclosure does not violate Florida privacy and HIPAA rules.
- b. Except as otherwise limited in this Agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR § 164.502(j)(1).

5. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate as Attachment C to this Agreement. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.hillsboroughcounty.org.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. Permissible Requests by Covered Entity

Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7. Effective Date and Termination

- a. The Parties hereby agree that Article XXXIV replaces and supersedes any prior Business Associate Agreement entered into between Covered Entity and Business Associate.
- b. These Business Associate provisions, with the exception of the electronic security provisions, shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into with Covered Entity that involves the use of PHI. The electronic security provisions shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into with Covered Entity that involves the use of PHI.
- c. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- d. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 2. In the event that Business Associate or Covered Entity determines that returning the Protected Health Information is infeasible, notification of the conditions that make return of Protected Health Information infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information, for a minimum of six years and so long as Business Associate maintains such Protected Health Information, but no less than six (6) years after contract termination.

8. Miscellaneous

- a. Regulatory References. A reference Article XXXIV to a section in the Privacy Rule means the section as in effect or as amended.

- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-231.
- c. Survival. The respective rights and obligations of Business Associate of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule.

ARTICLE XXXV

For the period beginning March 1, 2007 and ending February 28, 2008, the PROVIDER acknowledges that the COUNTY, as the Grantee agency for Title I of the Ryan White CARE Act, has not received its Notice of Grant Award amount from HRSA. Until the Notice of Grant Award is received the PROVIDER can only be reimbursed for up to 1/12 of the contract amount per month based on the services provided. The PROVIDER understands and agrees that they can only seek to be reimbursed by the COUNTY for up to 1/12 of the contract amount per month until the COUNTY receives the final award from HRSA. At that time the DEPARTMENT will notify the PROVIDER of the Notice of Grant Award amount and inform the PROVIDER as to whether or not the PROVIDER's contract amount will remain the same. If the Notice of Grant Award amount is decreased, the PROVIDER's contract may also be decreased pursuant to Care Council deductions to specific service categories. In the event there is a conflict between this paragraph and any other contract language regarding the amount of payment/reimbursement to PROVIDER, the provisions of this paragraph shall supercede and control.

(The remainder of page intentionally left blank.)

ARTICLE XXXVI

Entire Agreement

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the PROVIDER and the COUNTY have executed this Agreement the date first above written.

ATTEST: Pat Frank, Clerk
of Circuit Court

COUNTY: Hillsborough County, Florida

BY: _____
Deputy Clerk

BY: _____
Chairman of the Board of County
Commissioners

ATTEST: For the PROVIDER

PROVIDER: XXX, Inc.

Witness

BY: _____
Authorized Representative

Title

Witness

Date Signed

Dept. Contracts Legal	Approval _____ N/A _____	Date _____ 1/25/07 _____
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ACKNOWLEDGMENT OF PROVIDER, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____
(Date) (Name of officer or agent, title of officer or agent)
of _____ a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of

notarization, and is personally known to me or has produced _____ as identifies and did certify to have knowledge of
(Type of Identification)

the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this

(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGMENT OF PROVIDER, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, partner (or
(Date) (Name of acknowledging partner or agent)

agent) on behalf of _____, a partnership. He/she personally appeared before me at the time of notarization, and is

personally known to me or has produced _____ as identification and did certify to have knowledge
(Type of Identification)

of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before

me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGMENT OF PROVIDER, IF A GOVERNMENTAL ENTITY

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, who personally
(Date) (Name of person acknowledging)

appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did
(Type of Identification)

certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed)

before me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

EXHIBIT I

SCOPE OF SERVICES

- A. DEFINITIONS: Services to be rendered by the PROVIDER under this Agreement include the following provision:
To be completed upon award.
- B. UNIT OF SERVICE:
To be completed upon award.
- C. PROVIDER's Contract Coordinator for this contract:
1. Name: XXX
2. Address: XXX
3. Phone/FAX: (XXX) XXX-XXXX/(XXX) XXX-XXXX
- D. PROVIDER's contact person for processing reimbursement requests:
1. Name: Same as in paragraph C. of this EXHIBIT.
2. Address: Same as in paragraph C. of this EXHIBIT.
3. Phone/FAX: Same as in paragraph C. of this EXHIBIT.
- E. PROVIDER's service location(s): Same as in paragraph C. of this EXHIBIT
- F. PROVIDER's operating hours: Monday – Friday: 8:30 AM to 5:00 PM
- G. MEASURABLE OUTCOMES for this contract period are:
To be completed upon award.
- H. PROVIDER'S Transportation Effort:

At the request of the Care Council the PROVIDER shall make every effort to assist clients with the coordination of their transportation needs. However, the PROVIDER nor the COUNTY is financially responsible for the clients' transportation.

EXHIBIT II

PAYMENT SCHEDULE

A. The maximum amount payable for services by the COUNTY under this Agreement is **XXX Dollars (\$DDD.00)**. The maximum amount payable for each service is as follows:

To be competed upon award.

The DEPARTMENT will not pay more than 25% of the contract amount per quarter for XXX services, without prior written permission from the Ryan White Program Manager. If the contract amount is decreased the remaining quarterly allocations are decreased proportionately.

B. The PROVIDER will request reimbursement from the COUNTY for actual expenditures or services on a monthly basis, based on a service unit cost or DEPARTMENT approved line-item budget.

C. Any third party payments collected by the PROVIDER for eligible services for which the COUNTY has also paid pursuant to this Agreement will be reimbursed by the PROVIDER to the COUNTY up to the total amount paid by the COUNTY on behalf of any eligible individual. The usual method of reimbursement will be by credit to the PROVIDER's first billing statement following third party payment, or by reimbursement to the COUNTY upon receipt by the PROVIDER if received after termination of the contract.

D. Moreover, the PROVIDER agrees not to impose or collect supplemental fees from the aforesaid otherwise eligible individuals, except as approved by the DEPARTMENT, and in accordance with ARTICLE III, B.

(Remainder of page intentionally left blank.)

EXHIBIT III
 HILLSBOROUGH COUNTY
 HEALTH AND SOCIAL SERVICES DEPARTMENT
TITLE I
 REQUEST FOR REIMBURSEMENT

PROVIDER: _____ FOR MONTH OF: _____

CONTACT PERSON: _____ PHONE: _____

TYPE OF SERVICE: _____ Date: _____

	Approved Budget	Current Invoice	Expenditures To Date	Remaining Budget
# OF UNITS OF SERVICE TO BE RENDERED =				
FEE FOR SERVICE =				
UNITS OF SERVICE X FEE FOR SERVICE				
X =				
TOTAL COST				

PAYABLE TO: _____

Address: _____

Authorized Signature: _____

EXHIBIT IV
MONTHLY ADMINISTRATIVE REPORT

PROVIDER NAME _____ MONTH & YEAR _____
 CONTRACT # _____ SERVICE CATEGORY _____

1. Total number of individuals served in current month: _____
 Enter the following information for ALL clients listed in number 1 above:

URN CLIENT ID#	Client ID#	Gender	Ethnicity	Race	Income	Housing Living Arr.	Medical Insurance	HIV/AIDS Status	Enrollment Status	DOB	HIV/AIDS

Gender:

- (1) Male HIV+
- (2) Male CDC-defined AIDS
- (3) Female HIV+
- (4) Female CDC-defined AIDS
- (5) Transgender+
- (6) Transgender CDC-defined AIDS
- (7) Male Pediatric/affected (Title I only)
- (8) Female Pediatric/affected (Title I only)

Ethnicity:

- (1) Hispanic or Latino/a
- (2) Non-Hispanic or Latino/a
- (3) Unknown

Enrollment Status:

- (1) Active, new
- (2) Active, continuing

Income Level:

- (1) <100% of poverty
- (2) 101-150% poverty
- (3) 151-200% poverty
- (4) 201-250% poverty
- (5) 251-300% poverty
- (6) >300% poverty
- (7) Unknown

Status (HIV/AIDS Status):

- (1) HIV+, not AIDS
- (2) HIV-, affected only (Title I only)
- (3) CDC-defined AIDS

Exposure Category:

- (1) Transfusion, Blood component or Tissue
- (2) Gay/Bisexual Men
- (3) Inj. Drug User (IDU)
- (4) Gay/Bisexual Men & IDU
- (5) Heterosexual Contact
- (6) Pediatric Only
- (7) Unknown
- (8) HIV Affected
- (9) Hemophilic

Race:

- (1) White
- (2) Black or African Amer.
- (3) Asian
- (4) Native Hawaiian/Pac. Isl.
- (5) Am. Indian or Alask. Nat.
- (6) Multiple Races
- (7) Unknown/Unreported

Medical Insurance:

- (1) Private
- (2) Medicare
- (3) Medicaid
- (4) Other Public
- (5) No insurance
- (6) Other
- (7) Unknown/Unreported

Housing/Living Arrangements:

- (1) Permanently housed
- (2) Non-perm. housed

If you had any clients served since January this year that are now deceased please declare their demographic data below:

URN CLIENT ID#	Client ID#	Gender	Ethnicity	Race	Income	Housing Living Arr.	Medical Insurance	HIV/AIDS Status	Enrollment Status	DOB	HIV/AIDS

PROVIDER NAME _____ MONTH & YEAR _____

CONTRACT # _____ SERVICE CATEGORY _____

REPORT THE NUMBER OF UNITS OF SERVICE PROVIDED AND THE NUMBER OF CLIENTS RECEIVING SAID SERVICE DURING THE CURRENT MONTH.

3. FOR HEALTH SERVICE PROVIDERS ONLY:

(# of visits)	/	(# of clients)	/	(# of 15-minute units)
_____	/	_____	/	Medical care (count # of visits)
_____	/	_____	/	Dental Care (count # of visits)
_____	/	_____	/	_____ Mental Health (count # of visits & # of 15-min units)
_____	/	_____	/	Substance Abuse Treatment/Counseling (count # of visits)
_____	/	_____	/	Rehabilitation services (count # of visits)

4. FOR CASE MANAGEMENT PROVIDERS ONLY:

(# of visits)	/	(# of clients)	/	(# of 15-minute units)
_____	/	_____	/	_____ Face-to-face encounters (count # of encounters AND)
_____	/	_____	/	_____ Other encounters (# of 15-minute units)

5. FOR HOME HEALTH PROVIDERS (TITLE II ONLY):

(# of visits)	/	(# of clients)	
_____	/	_____	Paraprofessional (count # of visits: 4 hours = 1 visit)
_____	/	_____	Professional (count # of visits: 2 hours = 1 visit)
_____	/	_____	Specialized (count # of visits: 2 hours = 1 visit)

6. FOR ALL PROVIDERS:

(# of visits)	/	(# of clients)	
_____	/	_____	Meds/Pharmaceuticals (count # of prescriptions & refills)
_____	/	_____	Buddy/Companion (count # of units actually provided)
_____	/	_____	Client Advocacy (1 unit = 1 hour or portion thereof)
_____	/	_____	Other Cnslng-Not Mental Health (Nutrition) (1 unit = 1 visit)
_____	/	_____	Day/Respite Care (1 unit = 1 hour)
_____	/	_____	Emergency Financial Assistance (count # of units actually provided)
_____	/	_____	Housing (1 unit = one day of housing assistance)
_____	/	_____	Food Bank/Home Delivered Meals (1 unit = \$5.00)
_____	/	_____	Transportation (1 unit = 1 1-way trip unless bus passes used)
_____	/	_____	Education/Risk Reduction (count # of units actually provided)
_____	/	_____	Foster Care/Adoption (count # of units actually provided)
_____	/	_____	Other Services (count # of units actually provided)
_____	/	_____	Hospice (1 unit = 2 hours)

EXHIBIT V

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

During the performance of this contract, the PROVIDER agrees as follows:

1. General. The PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The PROVIDER will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. Recruitment. The PROVIDER will in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap or marital status.
3. Unions. The PROVIDER will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of the PROVIDER's commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Compliance Reports. The PROVIDER will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the PROVIDER has complied or is complying with these requirements. The PROVIDER will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the PROVIDER and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
5. Sanctions. In the event of the PROVIDER's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the PROVIDER may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
6. Subcontractors. The PROVIDER will include the provisions of paragraphs (1) through (6) in every subcontract under this contract so that such provisions will be binding upon each subcontractor. The PROVIDER will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance.
7. Federal Requirements. In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

- Section I of the Fourteenth Amendment to the United States Constitution.
- Title VI of the Civil Rights Act of 1964.
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
- Civil Rights Acts of 1866 and 1870.
- Standards for a Merit System of Personnel Administration, 45 CFR 70.
- Revised Order Number 4, 41 CFR 60-2.10.
- Rehabilitation Act of 1973, P.L. 93-112.
- Interagency Agreement dated March 23, 1973.
- Executive Order 11914, Non-discrimination with Respect to the Handicapped in Federally Assisted Programs.
- Age Discrimination Act of 1967, P.L. 94-135
- Civil Rights Act of 1968, P.L. 90-284
- Veterans Readjustment Act.
- Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O.
- Age Discrimination in Employment Act, as amended.
- Civil Rights Restoration Act of 1987.
- Federal Civil Rights Act of 1991.
- Americans with Disabilities Act
- General Accounting Procedures, 45 CFR, Part 74 and/or Part 92
- Clean Air Act, 42 USC 1857(h), section 306
- Clean Water Act, 33 USC 1368, section 508
- Executive Order 11738
- Environmental Protection Agency Regulations, 40 CFR, Part 15
- 45 CFR 92 (i) (3) Required compliance with Executive Order 11246 of 9/24/65 "Equal Employment Opportunity" as amended by Executive Order 11375 of 10/13/67 and as supplemented in Department of Labor regulation 41 CFR 60.

STATE

- State Constitution, Preamble and Article I, Section 2 protects citizens from discrimination because of race, national origin, or religion, national origin, sex or physical disability.
- Florida Statutes, Chapter 112.042, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
- Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
- Florida Civil Rights Act of 1992, as amended

HILLSBOROUGH COUNTY

- Hillsborough County Ordinance #00-37, (Human Rights Ordinance) prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.
- Hillsborough County Ordinance #83-9, (Homerule Charter) Article IX, Section 9.11, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation.

EXHIBIT VI

INSURANCE REQUIREMENTS

PROVIDER's Liability Insurance:

The PROVIDER shall procure and maintain such insurance as will protect him/her from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the PROVIDER'S operations under the Contract Documents, whether such operations be by himself/herself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the PROVIDER will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation as found in paragraph 6 of Section B immediately below.

Insurance Required:

A. General

Before starting and until acceptance of the Work by the COUNTY, the PROVIDER shall procure and maintain in force insurance of the types and to the limits specified in paragraphs B. 1. through 6. below. All policies of insurance under this contract shall include Hillsborough County and its employees as additional insured. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The PROVIDER shall procure and maintain, during the life of this Contract, the following types of insurance coverages written on standard forms and placed with insurance carriers licensed by the Insurance Department of the State of Florida and approved by Hillsborough County. The amounts and type of insurance shall conform to the following requirements:

1. Professional Liability: \$1,000,000 per claim.
2. Commercial General Liability: \$1,000,000 per occurrence.
3. Business Automobile Liability: Auto coverage is not required.
4. Errors and Omissions Liability: Not required.
5. Workers Compensation: As required by Florida Statute.
6. Certificate of Insurance and Copies of Policies: Certificates of Insurance furnished by Hillsborough County evidencing the insurance coverage specified in the previous paragraphs B. 1.

through 5. inclusive, and on request of the COUNTY certified copies of the policies required shall be filed with the Health and Social Services Department of the COUNTY on a timely basis. The required Certificates of Insurance not only shall list Hillsborough County as additional insured for the operations of the PROVIDER under this Contract (excluding the worker's compensation and professional liability policies), but shall name the types of policies provided and shall refer specifically to this Contract.

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance shall be furnished twenty (20) days prior to the date of their expiration.

Cancellation – “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder.”

Project Title: REQUEST FOR APPLICATIONS FOR THE PROVISION OF HIV-RELATED HEALTH AND SUPPORT SERVICES FOR THE HILLSBOROUGH COUNTY HEALTH AND SOCIAL SERVICES DEPARTMENT.

Reviewed, Insurance and Claims Management: Roger Moore (Signature on file) Date: 10/2/06

EXHIBIT VII

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Hillsborough County Board of County Commissioners

by

 [print individual's name and title]

for

 [print name of entity submitting sworn statement]

whose business address is

and (if applicable its Federal Employer Identification Number (FEIN) is _____
 (if the entity has no FEN, include the Social Security Number of the individual signing this sworn statement: _____ .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information within 3 years prior to signing this document, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(1), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents, who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(3), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

(Remainder of page left blank intentionally)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within 3 years prior to signing this document.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime 3 years prior to signing this document.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years prior to signing this document. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and a final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of 20_____

Personally known

OR Produced identification

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed, typed, or stamped
commissioned name of notary public

(Revised 06/18/92)

EXHIBIT VIII

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Signature of Authorized Official

DATE

Grant-Funded Contractor Name

[SMOK_CRT.227]

EXHIBIT IX

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

**EXHIBIT XI
RYAN WHITE PROGRAM
CONTRACTOR'S NAME
BUDGET/EXPENDITURES STATUS**

TYPE OF SERVICE:
CONTRACT NUMBER:
CONTRACT AMOUNT:

Budget Categories	Original Budget	Amended Budget	Amended Budget	Exp Mar	Exp Apr	Exp May	Exp Jun	Exp Jul	Exp Aug	Exp Sep	Exp Oct	Exp Nov	Exp Dec	Exp Jan	Exp Feb	Exp YTD	Available Balance
Personnel																	
Fringe																	
Travel																	
Equipment																	
Supplies																	
Other:																	
1) Util.																	
2) Phone																	
Total Program																	
Admin:																	
Salaries																	
Fringe																	
Rent																	
Printing																	
Postage																	
Liab. Ins.																	
Total Admin																	
Total Contract																	

I, _____, being an authorized agent of (contracted agency's name), hereby attest and certify that the expenditures listed in this document represent the actual expenditures incurred in providing the units of service billed for during the first () second () third () fourth () quarter of 2007 for contract number _____. I further attest that these expenditures are within the approved budget. I certify that there are no mathematical errors in the budget of this contract.

Printed Name _____ Signature _____ Date _____

ATTACHMENT A

EXPRESS CONSENT REQUIRED BY FLORIDA LAW TO OBTAIN AND DISCLOSE HEALTH INFORMATION

Client Name _____ SSN _____

Name of Agency _____ (“Agency”)

Agency Address _____

In order to determine your eligibility to receive assistance under the Ryan White Care Act Title I, Title II, HOPWA and/or the General Revenue Programs (collectively the “Ryan White Programs”), it is necessary to obtain, access, and store in Hillsborough County’s Ryan White Information System Computer Software (“RWIS”) certain information which is confidential under state and/or federal law, in order to be in compliance and properly report data to the state or federal funding agency (“Funding Source”). It is necessary for this information to be disclosed to Hillsborough County employees who are related to the treatment, payment and operations of the Ryan White program and/or agents (“Hillsborough County”) as the program manager, to other contracted Ryan White agencies the client chooses to obtain services from, their employees and/or agents under contract with Hillsborough County to provide services under the Ryan White Programs (“Ryan White contracted providers”), state or federal funding agencies, and/or as required by the funding source (“Funding Source”) for provision of services. The information stored electronically in the RWIS includes but is not limited to the following types of information: **Demographic, Contact, Financial/Employment, Insurance, HIV-AIDS Status, Service Notes, Invoicing (Collectively “Health Information”)**.

Therefore, I _____ (Print Name) hereby expressly consent (per Florida Statute) to have my Health Information stored in RWIS, shared and/or disclosed to Hillsborough County, and/or Funding Source. I acknowledge by signing this form that other agencies which are Ryan White contracted providers will need my exact name and date of birth, or my exact social security number in order to access my information. After I provide another Ryan White contracted provider with my exact name, date of birth, or social security number, I understand that they will not have access to service notes or service records from other Ryan White contracted providers. They will have access to basic client level information such as demographics, contact, financial/employment, insurance, HIV-AIDS status. I hereby hold Hillsborough County harmless for disclosure and/or release of my Health Information to any Ryan White contracted provider or Funding Source in connection with the Ryan White Program. If an agency discloses the information without proper consent, they may be liable for the disclosure as a violation of federal or state privacy laws.

I understand that Health Information obtained and stored by Hillsborough County may contain medical, mental health, substance abuse, sexually transmitted disease, tuberculosis, case management and/or HIV/AIDS information that may be deemed confidential under Florida Statutes Chapters 381, 384, 392, 394, 397, 456, 459, 490 and/or any other statute, rule or code related to medical records, testing or information that may now exist or which may be enacted in the future. I expressly agree to the disclosure to Hillsborough County, and/or Funding Source my Health Information as set forth in this form, and disclosure of my Health Information defined above, which excludes my case notes and billing information to Ryan White contracted providers.

EXPRESS CONSENT (Cont'd)

Further, I certify that the information given by me to Agency for the purpose of applying for assistance under the Ryan White Programs has been reviewed by me and is truthful and correct. I understand that once the above Health Information (excluding case notes and billing information) is provided to Agency, it may be re-disclosed by the Agency to Hillsborough County or another Ryan White contracted provider or Funding Source. However, if an agency or entity discloses the information without proper consent, then they may be liable for the disclosure as a violation of federal or state privacy laws or regulations. Therefore, I release Hillsborough County, from any and all liability arising from the re-disclosure of my information pursuant to this consent.

This consent will remain valid until revoked by me. If I revoke this consent form, I understand that I must do so in writing and that I must present my written revocation to this Agency and to Hillsborough County's Ryan White Program Manager. I understand that the revocation will not apply to Health Information that has already been released/disclosed in connection with this form. A revocation of this consent shall also constitute a revocation of any other similar consent executed by me with any other Ryan White contracted provider. A written revocation shall be effective five (5) business days after it is received. Services rendered after the date of the revocation will not be paid for by the Ryan White Program. After revocation, if I should re-apply and execute a new consent I understand my Health Information could be shared and/or disclosed as described above including to any Ryan White contracted provider.

If the signer is a guardian, legal documentation of the representative's identity and authority to act on the individual's behalf must be attached. For a minor, the parent must attach a copy of the birth certificate to this form.

I further expressly consent to give Hillsborough County and the Funding Source access to any and all records stored in the RWIS and any other records held by this Agency for the purpose of monitoring, reporting, operating, payment and administration.

I stipulate reproductions of this signed consent are authentic as original.

Client/Representative signature

Self or Representative's Relation to Client

Witness

Date

Please check to identify attachment in case of representation

_____ Birth Certificate

_____ Letters of Guardianship

_____ Other (specify)

1-18-07, supersedes prior versions

**HIV PART B SERVICES AGREEMENT WITH
XXX, INC., FOR THE PROVISION OF HIV SERVICES**

This Agreement is entered into this ____ day of _____, 20____, by and between Hillsborough County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereinafter referred to as COUNTY, whose address is 601 E. Kennedy Boulevard, Tampa, Florida 33602, and XXX, Inc., a non-profit corporation existing under the laws of the State of Florida, hereinafter referred to as PROVIDER, whose address is XXX.

WITNESSETH

WHEREAS, Hillsborough County has been designated as the grantee agency to administer funding under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, as Amended by the Ryan White Care Act Amendments of 1996 (CARE Act), in the Eligible Metropolitan Area (EMA) comprised of Hillsborough, Pinellas, Pasco and Hernando counties; been contracted as the lead agency for Title II of the CARE Act for Hillsborough, Pinellas, Pasco, Polk, Hardee, Highlands, and Manatee Counties; contracted as the lead agency for administration of Housing Opportunities for People with AIDS (HOPWA) funds for Polk, Hardee, Highlands and Manatee Counties; and been contracted as the lead agency for administration of State General Revenue funds for AIDS-related services for Hillsborough, Pinellas, Pasco and Polk Counties; and

WHEREAS, the COUNTY, as grantee for the United States Department of Health and Human Services, and lead agency for the State of Florida Department of Health, is authorized to purchase services for individuals with HIV disease and their families as defined in the CARE Act; and

WHEREAS, the Title I HIV Health Services Planning Council and the Suncoast AIDS Network Title II Consortium merged on September 1, 1999, the merged entity is the West Central Florida Ryan White Care Council ("Care Council"). The Care Council establishes priorities for the allocation and recommendation of funds for certain services within the eight county area of Hillsborough, Pinellas, Pasco, Hernando, Polk, Hardee, Highlands, and Manatee (this includes the EMA); and

WHEREAS, the parties hereto, in recognition of their mutual responsibility for the provision of outpatient and ambulatory health and support services for individuals with HIV disease and their families within the area, desire to enter into an agreement whereby the COUNTY reimburses the PROVIDER for authorized services provided to eligible individuals; and

WHEREAS, the Ryan White Care Act has been renamed and is now known as the Ryan White Treatment Modernization Act of 2006 and Title II is now referred to as Part B, and Title I is now referred to as Part A; and

WHEREAS, the COUNTY believes it to be in the best interest of the citizens of the area for the COUNTY to enter into a contract with the PROVIDER for the provision of nonexclusive services to those eligible individuals.

WHEREAS, Section A through E of RFA # RW2-07 are hereby incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the provisions and covenants contained herein and for other valuable consideration given and received, the parties agree as follows:

ARTICLE I

Scope of Services

A. The PROVIDER will provide the nonexclusive services specified in EXHIBIT I, incorporated by this reference, to eligible persons (HIV positive persons, or the family members or caregivers of HIV positive persons) referred to the PROVIDER or acquired by the PROVIDER through a program of outreach. Services will be provided during the operating hours, and at the location(s), specified in EXHIBIT I. The PROVIDER will report quarterly, by the 5th day of the month following the end of the quarter, on progress toward the measurable outcomes listed in EXHIBIT I.

B. The PROVIDER will notify the COUNTY's Ryan White Program Manager in the Hillsborough County Health and Social Services Department, in writing, of any change in the PROVIDER staff person serving as Contract Coordinator, named in EXHIBIT I. The Contract Coordinator must be available to meet with the staff of the Hillsborough County Health and Social Services Department, hereinafter referred to as DEPARTMENT, to review activities on an "as needed" basis as requested by the DEPARTMENT.

C. The PROVIDER will also notify the DEPARTMENT's Ryan White Program Manager and Accountant II, in writing, of any change in the PROVIDER staff person designated in EXHIBIT I as the contact person for processing of reimbursement requests.

D. As a participant in the Ryan White CARE Act, the PROVIDER agrees to participate in a coordinated continuum of care with other providers of CARE Act services and agrees not to use CARE Act funding to supplant other funding for the same or equivalent services funded herein.

E. The PROVIDER will establish internal grievance procedures in accordance with the CARE Act and approved by the COUNTY, and cooperate with the Care Council and the COUNTY in addressing all complaints and/or problems identified by clients or other care providers. PROVIDER shall notify the COUNTY each time a grievance is filed. All written complaints must be considered grievances. A "patient bill of rights" and grievance procedure are to be posted in a conspicuous location in the lobby of service location(s) of the PROVIDER. Clients shall be given a written copy of their bill of rights at the time of eligibility determination.

F. The PROVIDER understands and agrees that the COUNTY will monitor program and fiscal records on a regular basis for compliance with contract terms and conditions, and that conformance to the contract will be rated and considered in future renewal and funding decisions.

G. The PROVIDER understands and agrees that the COUNTY will exercise its right to modify the contract, within thirty days of notification by the COUNTY, for the purpose of reallocating unexpended funds, in the event the PROVIDER is not achieving fiscal and/or program objectives outlined in Exhibits I and II.

H. All seropositive persons seen by the PROVIDER must be asked if they have or have had a partner at any time within the ten-year period prior to diagnosis of HIV infection. If so, the person shall be informed of the importance of notifying the partner, or former partner(s) of potential exposure to HIV.

HIV infected persons seen by the PROVIDER offering HIV testing and counseling must be offered the assistance of public health personnel in notifying any spouse, sex or needle sharing partner. The PROVIDER shall refer those individuals choosing the assistance of public health personnel to the State of Florida Department of Health's local sexually transmitted disease control program staff.

I. Case Management PROVIDERS will be required to comply with the following:

1. PROVIDER must maintain information about each case manager's caseload which includes at a minimum the number of case managers serving clients funded under this Agreement, number of AIDS cases, number of HIV symptomatic, number of HIV asymptomatic, and the number of inactive cases. This information should be updated at least every six (6) months.
 2. PROVIDERS will ensure case managers obtain a legally authorized release from the client in order to release or obtain any verbal or written information about the individual/family. Authorized releases shall be valid for a period of one calendar year and shall be renewed annually. A separate release/signature shall be required for each agency or provider from which information is being requested or to whom information is being released.
 3. The PROVIDER agrees to identify those employees holding positions having direct responsibility for the training and supervision of clients who may benefit from formal training offered by the Department of Health.
- J. Services shall be provided at the client's home, caretaker's home, the provider's physical location, and any other location necessary to meet the requirements of the Ryan White CARE Act. Any changes in location shall be made with at least 15 days advance notice to clients and the Department of Health, and shall not result in any interruptions in the delivery of the services.
- K. The PROVIDER shall comply with all applicable requirements in the HIV/AIDS Patient Care Resources Administrative Guidelines and shall comply with the 2001 HIV/AIDS Case Management Standards and Guidelines as well as the HRSA Program Policy Notices. These guidelines and policy notices are incorporated herein by reference and made a part hereof.
- L. The PROVIDER agrees to notify the Department of Children and Families of all entry level employment opportunities associated with this contract which require a high school education or less, so that WAGES (Work and Gain Economic Self-Sufficiency) participants can be referred to the PROVIDER. In the event that the PROVIDER employs a person who was referred by the WAGES office, the PROVIDER will inform the COUNTY.
- M. PROVIDER agrees to follow the Florida HIV/AIDS Community Planning Group Standards of Care ("standards") as advisory recommendations. PROVIDER will be notified by the DEPARTMENT if the standards will become a contractual directive during this contract period.
- N. PROVIDER must achieve 85% or better rating on client satisfaction survey issues related to confidentiality, and perceptions of quality, access, timeliness and availability of services.
- O. PROVIDER shall ensure that 95% of individuals receiving services will have evidence in the clients file of a primary care visit at least once annually.
- P. PROVIDER shall have a representative from PROVIDER agency at all Quality Management workshops.
- Q. PROVIDER shall assure that 100% of clients accessing services are effectively screened for other funding sources, and that 100% of clients accessing services meet the requirements of the Part B program.
- R. PROVIDER shall assure that 100% of clients accessing services are below 300% of the federal poverty guidelines.
- S. PROVIDER shall assure that 100% of its employees will have at least three (3) performance standards relating to Quality Management included in their performance standards.

T. PROVIDER shall assure that they have demonstrated efforts to address disparities, unmet needs and culturally sensitivity. PROVIDER may achieve this by having a bi-lingual (Spanish and/or Haitian/Creole) staff member available to translate or produce literature in English, Spanish and/or Haitian/Creole. PROVIDER will need to report how they are achieving this requirement.

U. PROVIDER shall assure 100% of all required reports are submitted on time.

V. PROVIDER shall ensure that all clients are apprised of their right to a fair hearing to appeal a determination of ineligibility for service or other actions based on denial or exclusion from the program or failure to take into account the client's choice of service. PROVIDER must also have a means, short of appeal, whereby it will receive and review complaints as to quality of service.

W. PROVIDER shall develop appropriate referral relationships with entities considered "Key Points of Access" to the health care system for individuals with HIV disease for the purpose of facilitating early intervention for individuals diagnosed and those who know their status but are not in care.

X. Identify potential sources of third party (TP) revenue for each client, refer them for eligibility determination, set up billing systems to collect from third party payers, bill available sources of TP reimbursement, and negotiate the best rate possible.

Y. PROVIDER of Care Council Support services must assure that at least 10% of individuals receiving services within the area are surveyed during the needs assessment.

Z. PROVIDER of Care Council Support services will assure that all of the goals and objectives identified in the Comprehensive Plan are achievable and report the outcomes annually.

AA. PROVIDER of Care Council Support services in conjunction with the Community Planning Partnership shall develop strategic and quality management plan, assuring that the eight (8) recommended strategies from HRSA are incorporated within their plans.

AB. PROVIDERS of ambulatory/outpatient medical care (primary care) will report on 80% of the core medical outcomes measures, as developed by the Bureau of HIV/AIDS.

AC. PROVIDERS of ambulatory/outpatient medical care (primary care) will assure that 80% of medical appointments made are kept by clients and have a client show rate for medical appointments of 80% throughout the local area.

AD. The PROVIDER agrees and understands that the Agreement may be modified to implement any changes imposed by the State of Florida Department of Health for FY06.

AE. The PROVIDER will ensure all case managers and supervisors are provided a copy of the HIV/AIDS Case Management Standards and Guidelines.

AF. The PROVIDER will ensure all case managers and supervisors attends the 2001 Case Management Standards and Guidelines, Nuts and Bolts Training, and other required training provided by the Department of Health, Bureau of HIV/AIDS.

AG. The PROVIDER will ensure that all new staff receive orientation within the first month of employment on the scope of the case management responsibilities and the Department of Health, HIV/AIDS Patient Care Programs.

AH. The PROVIDER must submit all reports in accordance with the reporting requirements outlined in the HIV/AIDS Patient Care Programs Reporting Guidance.

AI. Case management PROVIDERs must following the staffing requirements:

1. Case managers and supervisors must be qualified in accordance with the 2001 HIV/AIDS Case Management Standards and Guidelines.
2. Case managers must be provided supervisory oversight and annual performance evaluations.
3. Case managers must carry a minimum caseload of 50 per full time equivalent ("FTE"), unless otherwise approved by the Lead Agency during the contract year.
4. Other case management staff must have a case management related job description, supervisory oversight and performance evaluations.

AJ. The PROVIDER shall ensure that a minimum of 95% of identified HIV-exposed infants receive a six week supply of Zidovudine (ZDV) and that the primary caregiver(s) receive instructions on administering the medication prior to the newborn's hospital discharge.

ARTICLE II

Period of the Agreement

This Agreement shall be in effect for the period beginning April 1, 2008, and will remain in full force and effect up to and including March 31, 2009. At the sole option of the COUNTY, this Agreement may be renewed at the same terms and conditions herein for an additional four (4) periods of one (1) year each, commencing April 1st and ending March 31st. Any such renewal must be accomplished by a modification as described in Article V of this Agreement.

ARTICLE III

Disbursement Rates and Requirements

A. The COUNTY will reimburse authorized expenses to the PROVIDER in accordance with the PAYMENT SCHEDULE attached as EXHIBIT II, which is incorporated by this reference. However, the PROVIDER agrees to seek reimbursement for benefits that are available from any other responsible third party payor to pay for approved services provided to eligible persons pursuant to the terms set forth herein including, but not limited to, Medicare benefits, Medicaid benefits, commercial insurance benefits, lawsuit settlements, Victims of Crime settlements; or any other third party, individual, entity, or program that is or may be liable to pay all or part of the charges associated with this agreement (hereinafter referred to as "third parties"). CARE Act funding will be used only as a last resort for services not covered by other funding sources or programs, including services provided by the "Hillsborough HealthCare" plan for qualified Hillsborough County residents, or available through other local programs funded by the State of Florida, any political subdivision of the State of Florida, or any health or social service provider for whose services a client or his/her affected family members qualify. Services provided to clients who are pending third party eligibility shall not be billed to this contract until third party eligibility is denied. However, all services provided to third party pending clients during the final month of the contract may be billed on the final invoice. The PROVIDER will be required to make reasonable best efforts to obtain payment from any other responsible third party payor and demonstrate to the COUNTY what efforts are made to seek reimbursement from third parties. All such reimbursements received after the COUNTY has paid for service, shall be credited to the COUNTY on the next billing subsequent to the receipt of such reimbursement. If the reimbursement is received after the termination of the contract, a refund check may be issued to "Hillsborough County BOCC".

Reimbursement and Limitations on Use of Funds

B. Except as otherwise provided herein, the PROVIDER understands and agrees to accept as payment in full, amounts paid by the COUNTY. Clients provided services under this contract must be charged fees for services, according to a sliding fee schedule approved by the State of Florida Department of Health and in accordance with federal requirements, if the PROVIDER accepts reimbursement for those services from any third party payor (such as private insurance, Medicaid or Medicaid Waiver). No other charges may be assessed to persons eligible for CARE Act services, except that the following fees may be assessed as an annual aggregate charge limitation based upon consecutive twelve (12) month periods established by the first date of service to the client:

<u>Individual/Family</u> <u>Annual Gross Income</u>	<u>Total Allowable</u> <u>Annual Charges</u>
Equal to or below the federal poverty guideline	No charges permitted
101 to 200 percent of the federal poverty guideline	No more than 5 percent of annual gross income level
201 to 300 percent of the federal poverty guideline	No more than 7 percent of annual gross income level
More than 300 percent of federal poverty guideline	No more than 10 percent of annual gross income level

The term "aggregate charges" applies to the annual charges imposed for all such services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, or other charges for services. All client charges received by the Provider must be reported on the monthly reimbursement request and deducted from the total amount requested. The PROVIDER shall not impose or collect any other supplemental fees from eligible individuals.

C. The PROVIDER must ensure the distribution of the sliding fee scale bill to the clients as specified in the above policy.

D. PROVIDER is required to obtain proof of the client's income, including check copies, bank statements, tax returns, etc. The income documented will be used as the baseline by which the caps on fees will be established.

E. The PROVIDER further understands and agrees that Ryan White CARE Act funds reimbursed by the COUNTY may not be used for the following purposes:

1. To make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer either; (a) under a state or local compensation program, insurance policy, or any federal or state health benefits program; or (b) by an entity that provides health services on a prepaid basis.

2. To purchase or improve land, or to purchase, construct or permanently improve (other than minor remodeling) any building or other facility.

3. To make cash payments to intended recipients of services, except in the form of food or transportation vouchers, if applicable.

4. To pay for lobbying of any funding decision-making body.

F. If the services reimbursable under this Agreement are available under the state Medicaid plan the PROVIDER, if eligible, will enter into a participation agreement under the state Medicaid plan and will

be qualified to receive payment under the state Medicaid plan at the Medicaid rates instead of the COUNTY.

ARTICLE IV

Budgeting and Billing Requirements

A. The PROVIDER will submit to the DEPARTMENT a budget for each term of the Agreement. If the contract amount is increased or decreased at any time during the contract period the PROVIDER must provide a revised budget within 30 days. The budget must be approved by the Ryan White Accountant II, and the PROVIDER agrees to make necessary changes as recommended by the Accountant II. No budget approval or amendment will increase or decrease the maximum amount payable for each service listed in EXHIBIT II, Payment Schedule

B. The PROVIDER must submit monthly invoices and all other necessary documents which verify reimbursement requests. Invoices and documentation must meet the COUNTY's auditing requirements, and must contain sufficient detail for a proper pre-audit and post-audit thereof. Requests for reimbursement for authorized expenses must be submitted on the COUNTY'S Request for Ryan White Reimbursement form attached as EXHIBIT III, incorporated by this reference. Payment will be made after all required documents are received and the authorized expenses are approved. Following approval, the completed Request for Ryan White Reimbursement will serve as the approved budget, reimbursement request/invoice document, and cumulative expenditures/remaining funds management tool. Forms developed by the PROVIDER may also be used if they present the same information contained in EXHIBIT III and are approved for use by the DEPARTMENT. The method of cost presentation must be approved by the DEPARTMENT and must be in the form of a service unit cost reimbursement. The PROVIDER will complete the Budget/Expenditures Status report on a monthly basis, and report to the DEPARTMENT on a quarterly basis, by the 5th day of the month following the end of the quarter, on line item expenditures based on actual expenditures, utilizing EXHIBIT XI, incorporated herein by reference. The PROVIDER must use their approved Condition of Award Budget as the original budget, and all expenditures must be within the approved budget. Under no circumstances can the administrative costs exceed 10% of the contract amount.

Program income, the income received from payments on the sliding fee scale allowed in Article III, section B, must be documented on monthly invoices, and deducted from the amount of reimbursement requested.

Each monthly invoice must be accompanied by a completed Monthly Administrative Report as described in ARTICLE VII, paragraph C., of this Agreement. Failure to submit monthly reimbursement requests and monthly Administrative Reports within five (5) days following the end of the month for which reimbursement is being requested may result in the PROVIDER's forfeiture of its claim for that specific month's reimbursement request. Any payment due hereunder may be withheld until all reports from Provider are received and DEPARTMENT approved. Further, said failure may be considered a breach of this Agreement allowing the COUNTY to terminate this Agreement. The COUNTY reserves the right to reduce, reallocate or terminate funds for failure by the PROVIDER to achieve fiscal and/or program objectives as outlined in Exhibits I and II, in a timely manner. Such action by the COUNTY will be taken only after written notice to the PROVIDER and the allowance of thirty days for the PROVIDER to remedy the failure.

Professional services fees on a time/rate basis must be documented by a general statement of the services being provided. The time period covered by the invoice as well as the hourly rate times the number of hours worked and/or the number of units of service provided times the unit rate must be stated. All current employees providing (to be completed upon award) services must keep time sheets current and available for DEPARTMENT review as required time to time.

C. Travel expenses will be billed in accordance with Section 112.061, of the Florida Statutes (2004), as amended from time to time, and follow all State of Florida, Department of Health and COUNTY requirements.

D. The PROVIDER must submit the final invoice 20 days after each budget period ends or is terminated. If the PROVIDER fails to do so, all rights to payment may be forfeited and the DEPARTMENT may not honor requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the PROVIDER and necessary adjustments thereto have been approved by the DEPARTMENT.

ARTICLE V

Modification

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the COUNTY and the PROVIDER, except as provided below.

The Director of the DEPARTMENT is hereby authorized to approve and execute Ryan White contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes.

The Director of the DEPARTMENT is hereby authorized to approve and execute Ryan White contract modifications which reallocate funds within this Agreement or between and among various Ryan White providers' Agreements together with the corresponding change to the number of clients and/or units, or the corresponding change to line-item if a budget contract, based on each of the following parameters:

- (i). The Care Council has reallocated the funds per service category and per county based upon utilization during the program year;
- (ii). In any program year, the total amount of the reallocations under this delegation shall not exceed \$100,000 per service category and county;
- (iii). The reallocations shall be within the same funding source (Part A, Part B, General Revenue, and Housing Opportunities for Persons With AIDS ("HOPWA")) and aggregate changes will not cause the grant award to be exceeded;
- (iv). If the Care Council decreases to zero or stops funding a specific service category with a county, the Director may decrease or delete funding unless such a decrease to zero has the effect of terminating this Agreement. Termination of this Agreement would require COUNTY action; and
- (v). Any reallocated amounts shall be allocated to Ryan White providers based on documented need and shall be distributed pro rata, based on the documented need for that service category and provider.

ARTICLE VI

Termination

A. For Breach: Unless the PROVIDER's breach is waived in writing, the COUNTY may, upon twenty-four (24) hours written notice to the PROVIDER's Contract Coordinator identified in EXHIBIT I, terminate this Agreement for said breach. Waiver of a breach of any provision of this Agreement is not a waiver of any other breach nor is it a modification of this Agreement. The aforesaid termination notice, as well as all other notices required herein, will be effective upon receipt of the written termination notice by the PROVIDER, and delivered either in person with written proof thereof, or when received if sent certified U.S. Mail, return receipt requested.

B. For Convenience: This Agreement may be terminated by the COUNTY for convenience upon no less than thirty (30) days prior written notice to the PROVIDER. The aforesaid termination notice will be considered received by the PROVIDER when delivered as specified in the preceding paragraph. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

C. Insufficient Funds: In the event Ryan White CARE Act grant funds to finance this Agreement become unavailable during the contract period, the COUNTY may terminate this Agreement upon no less than twenty-four (24) hours notice. The COUNTY will be the final authority as to the availability of funds for the current or any subsequent fiscal period. Notice will be given to the PROVIDER in the same manner provided in subparagraph A of this Article. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement for the period prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

D. For Failure to Satisfactorily Perform Prior Agreement: Failure to have performed any other contractual obligations with the COUNTY in a manner satisfactory to the COUNTY will be sufficient cause for termination. To be terminated as a PROVIDER under this provision, the PROVIDER must have: (1) previously failed to satisfactorily perform in any other contract with the COUNTY, been notified by the COUNTY of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the COUNTY; or (2) had any other contract terminated by the COUNTY for cause.

ARTICLE VII

Recordkeeping, Reporting and Evaluation Requirements

A. General Record Requirements: The PROVIDER must maintain both fiscal and programmatic records adequate to submit reports as required by the COUNTY, the State of Florida Department of Health, Bureau of HIV/AIDS, and by the U.S. Department of Health and Human Services. These records include those necessary to assure proper accounting of all CARE Act grant funds, those required to document the services provided through these funds, and any others deemed necessary by the COUNTY or by the U.S. Department of Health and Human Services or the State of Florida Department of Health. All records related to this Agreement are to be retained and must be made available to the COUNTY's authorized representatives for audit or monitoring purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the period of this Agreement and as set forth in Exhibit XII, attached hereto and made a part hereof. The COUNTY may require that copies of all fiscal and programmatic records be surrendered to the COUNTY upon termination of this Agreement. Should services provided under this contract be transferred to another provider at any time or for any reason, the PROVIDER understands and agrees to transfer copies of the client records to the new provider agency within fifteen days of said transfer, in a manner that protects the integrity of the records and the confidentiality of the clients. Any document requested by the State of Florida Department of Health, must be provided within 24 hours notice.

Professional service fees charged on a unit cost reimbursement must be documented by a general statement of the service being provided. The time period covered by the invoice as well as the hourly rate times the number of hours worked must be stated. If individuals working under this contract do not spend 100% of their time on this Agreement, then time sheets or a time log detailing the hours represented on the invoice are required and should be submitted as back-up documentation. Case management services provided shall be documented in the individual client record in the form of a case note detailing the date, time, interaction, plan of action and follow-up.

Documentation of service delivery is required. The PROVIDER must maintain records documenting the total number of recipients and names or unique identifiers of the recipients to whom services were provided and the date(s) on which services were provided, so that an audit trail documenting service provision is available. Medical, laboratory, and pharmaceutical services purchased through this contract on a fee for service basis shall not exceed the Medicaid reimbursement rate unless extraordinary circumstances are demonstrated and the PROVIDER receives prior written approval from the Department.

B. HIV Status and Eligibility: The PROVIDER must authenticate and record the HIV status of all clients receiving services funded by The CARE Act under this Agreement in accordance with United States Department of Health and Human Services policies and procedures. Failure to document the HIV status of clients served will be considered cause for withdrawal of funds and termination of this Agreement by the COUNTY. These records must be made available to COUNTY staff for inspection to validate eligibility of clients served. It is the PROVIDER's responsibility to obtain any required client Consent and/or Release of Medical Information forms to assure client confidentiality under current law and to allow State of Florida, Department of Health and County staff access to such records for the purposes described in this Agreement including access to the information in any Management Information System used by the PROVIDER and/or established by the DEPARTMENT. The PROVIDER must have the Express Consent Required by Florida Law to Obtain and Disclose Health Information signed by the client prior to accessing or imputing client information into the RWIS, attached as Attachment A, attached hereto and made a part hereof. In the event a client revokes the consent, the PROVIDER must notify the DEPARTMENT immediately in writing via fax. The PROVIDER must also send a copy of each signed consent form to the DEPARTMENT within 48 hours. The PROVIDER must fax a copy of the consent and/or revocation to the individual designated by the Ryan White Program Manager to the secure fax server number provided in writing by the Ryan White Program Manager. The designated individual and secure fax number will be provided to the PROVIDER prior to the implementation of RWIS, the PROVIDER will also be notified of any staff changes or fax number changes related to RWIS in writing by the Ryan White Program Manger. The COUNTY agrees to maintain client confidentiality to the extent required by law. Client eligibility will be determined by the PROVIDER in accordance with the policies of the CARE Act, the Care Council, and the COUNTY as grantee. No residency requirement shall be applied to clients who otherwise qualify and are eligible for service."

Client eligibility will be determined by the PROVIDER in accordance with Part B of the Ryan White Treatment Modernization Act of 2006, and the policies and guidelines of the State of Florida, Department of Health, Bureau of HIV/AIDS, the Care Council, and the COUNTY as grantee. No residency requirement shall be applied to clients who otherwise qualify and are eligible for service.

The PROVIDER shall have written procedures to ensure that staff and volunteers will maintain the confidentiality of client records related to the services provided under this contract, as specified in Sections 384.29 and 381.004(3), 392.65 and 456.057, Florida Statutes (2006), as amended from time to time, and all applicable federal laws and/or regulations. The PROVIDER shall have each employee and volunteer with access to confidential client information, complete and date a memorandum of understanding regarding confidentiality of client information in the form attached hereto as Exhibit X. Client records shall be kept in secured storage containers or equipment, in secured locations, within the physical location of the PROVIDER and must comply with HIPAA Security Rules and Regulations.

C. Reporting: The PROVIDER will submit the Monthly Administrative Report included as Exhibit IV, incorporated by reference. The Monthly Administrative Report provides client-level information, including client identifier number and specific demographic data for each new client served, and summarizes the number of individuals served during the reporting period, and the units of service provided. Additional information may be required by the COUNTY, State of Florida, Department of Health or the United States Department of Health and Human Services. The COUNTY and the

PROVIDER mutually agree the confidentiality of the clients served by the PROVIDER under this Agreement will be strictly observed, as required by applicable law, in any reporting, auditing, invoicing, program monitoring and evaluation. Monthly requests for reimbursement will not be processed unless accompanied by a completed Monthly Administrative Report.

Acceptance of this Agreement indicates the PROVIDER'S assurance that it will comply with data requirements of the Office of Management and Budget (OMB) approved Care Act Data Report ("CADR") annually. If the PROVIDER receives both Title I and Part B funding, the PROVIDER shall submit a copy of the same CADR for both contracts. The PROVIDER is required to read the current CADR instructions from the Federal Government and follow them implicitly, as well as instructions from the DEPARTMENT. The DEPARTMENT requires the submission of reports regarding achievement in meeting the Measurable Outcomes listed in EXHIBIT I on a quarterly basis. Therefore, the PROVIDER shall submit an aggregate quarterly report to the COUNTY by the 5th of the month following the quarter being reported (see schedule below). Reports must be submitted in a timely manner.

<u>Reporting Period</u>	<u>Due</u>	<u>Reporting Period</u>	<u>Due</u>
April - June	7/5	October – December	1/5
July - September	10/5	January – March	4/5

PROVIDER agrees to comply with any and all requests for information for State and/or Federal reports or the Federal Grant Application.

D. The PROVIDER must comply with the Audit requirements set forth in EXHIBIT XV, attached hereto and made a part hereof. Unless the Audit requirements in EXHIBIT XV require otherwise, audits will be completed no later than six (6) months after the end of the PROVIDER's fiscal year. The audit must be conducted in accordance with the applicable OMB Circular, as amended, Program Audit Guide, or Government Auditing Standards. Audits must be submitted to the DEPARTMENT within thirty (30) days of completion and will include the management letter and corrective action plan. PROVIDER must have audits performed for each fiscal year during which Ryan White federal assistance has been received. Any PROVIDER with less than \$500,000 in total federally funded contracts is required to submit an unaudited financial statement no later than two (2) months after the end of the PROVIDER's fiscal year. The PROVIDER understands that failure to meet this requirement after written notice from the COUNTY and an opportunity to cure within the time specified in said notice, shall constitute a material breach. In addition, such failure can result in loss of current funding and disqualification from consideration for future COUNTY administered funding. Funds for an audit can only be used if the PROVIDER receives more than \$500,000 in Federal funds annually. If at any time the PROVIDER's Federal funding drops below \$500,000 the PROVIDER must notify the DEPARTMENT, provide a revised budget within 14 days, and the cost of the audit must be paid from non-Federal funds.

E. Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$100 or more per unit, and an expected useful life of at least one year, and hardback bound books that are not circulated to students or the general public, the value or cost of which is \$100 or more. Hardback books with a value or cost of \$25 or more should be classified as an Other Capital Outlay (OCO) expenditure only if they are circulated to students or to the general public.

All items of equipment and non-expendable property acquired by the PROVIDER under this Agreement will be maintained, inventoried, and controlled in accordance with the equipment management requirements established by the COUNTY and in accordance with the Public Health Service Grants Policy Statement. Items of equipment, which cost in excess of \$25.00 will also be physically tagged with COUNTY property control numbers. In accordance with the FY 1995 Appropriations Act (P.L.103-333) and advice from the Health Resource and Services Administration (HRSA), all equipment and products purchased with grant funds should be American-made. The

PROVIDER shall not dispose of unused expendable property or non-expendable property purchased under this contract, except with prior written approval from the COUNTY.

The PROVIDER shall receive written approval, through the County, from the appropriate Department of Health approving authority prior to the purchase of any Information Technology Resource (ITR) made as part of this contract, by means of an Information Resource Request (IRR) form. Information Technology Resources are data processing, hardware, software, services, supplies, maintenance, training, personnel and facilities. Reimbursement will not be approved for any ITR purchase or payment made prior to the County and State's written approval on an IRR form.

F. The PROVIDER agrees to participate in evaluation studies and needs assessments sponsored by the U.S. Health Resources and Services Administration and/or analyses carried out by or on behalf of the COUNTY or the Care Council to assess the needs of the HIV target population or to evaluate the appropriateness and quality of services provided. This participation will, at a minimum, include permitting right of access to staff involved in such efforts to PROVIDER's premises and records, consistent with client confidentiality requirements, and to participate in meetings scheduled for such purposes.

G. At least one authorized representative of the PROVIDER organization is required to attend all PROVIDER meetings held by the DEPARTMENT to exchange important contractual, fiscal and program information. Absences of PROVIDER representatives, due to emergencies, may be excused by the DEPARTMENT.

H. The PROVIDER must identify to the COUNTY the employees holding positions having direct responsibility for the training and supervision of clients who may benefit from formal training offered by the Department of Health.

I. LIQUIDATED DAMAGES:

1. If the PROVIDER fails to perform or provide for any of the items listed in paragraph three below within ten (10) business days after the DEPARTMENT has given PROVIDER written notice of PROVIDER's failure to perform; Liquidated damages shall be assessed against the PROVIDER for each calendar day that the COUNTY is harmed and will incur administrative expenses incidental to the PROVIDER's failure to perform as required.

2. Both parties agree that any liquidated damages imposed are for the harm incurred by the COUNTY administratively, which costs are difficult to quantify, and shall not be construed as a penalty. Imposition of liquidated damages will in no way limit the COUNTY's ability to pursue all other legal remedies and other substantiated costs incurred by the COUNTY.

3. COUNTY shall be entitled to assess liquidated damages and deduct same from the monthly billing of the PROVIDER for each of the following occurrences:

a. Failure to provide within the time period set forth in the Agreement any reports, audits, and/or financial statements required pursuant to Articles I, IV, VII except as expressly excluded therein, and XVI of this Agreement will be assessed \$50.00 per day.

Assessment of liquidated damages is in addition to any other incidental, consequential or other damages that the COUNTY may be entitled to pursuant to law.

J. The PROVIDER must comply with all requirements listed in EXHIBIT XII, attached hereto and made a part hereof.

K. Proof of Ambulatory/Outpatient Medical Care: The PROVIDER must obtain proof that the client has been to an ambulatory/outpatient medical care ("primary care") provider at least once annually. Any services provided to a client without proof of primary care will not be eligible for reimbursement. This paragraph is excluded from the Liquidated Damages provision.

L. Case Management PROVIDERs will be required to attend case management training sessions funded under Title I, as well as any State of Florida, Department of Health sponsored training sessions, which the PROVIDER is granted access to attend.

M. Quality Management: Quality Management is a HRSA mandate. Therefore, Quality Management reporting elements may be established by the Title I Quality Management Contracted Provider. Additionally, the PROVIDER may develop their own Quality Management standards. The PROVIDER must participate and fully cooperate with the Title I Quality Management Contracted Provider.

N. All case managers, mental health counselors and medical staff must identify Hispanic and African American clients who 1) have been referred to primary care but have not accessed it, or 2) are accessing care inconsistently. The PROVIDER must obtain the proper release of information from the client and those clients identified must be referred to the Ryan White Title I contracted Medical Educators or Adherence Liaisons.

O. The PROVIDER must document that they have obtained Third Party Reimbursement ("TPR") training at least once annually. The DEPARTMENT prefers that the PROVIDER attend a HRSA sponsored TPR training session or log on to a web based training program.

P. The PROVIDER must have the ability to provide documents requested by the DEPARTMENT in an MS Word format, while files containing data must be submitted in an Excel format. The DEPARTMENT will notify the PROVIDER if the documents are to be provided electronically or on a disc. The PROVIDER agrees to provide the items as requested within the timeline established by the DEPARTMENT.

Q. The PROVIDER shall develop a service delivery system consisting of 8 hours per day, 5 days per week, excluding State of Florida, Department of Health holidays. The COUNTY will only reimburse the PROVIDER for services rendered, therefore the COUNTY will not reimburse the PROVIDER for days in which they are closed excluding State of Florida, Department of Health holidays. Time sheets must document hours worked. The PROVIDER must notify the DEPARTMENT in writing and with 30 days prior notice of the days their offices will be closed.

R. WORK PRODUCT: All documents, studies, and findings resulting from this Agreement shall become property of the COUNTY and the United States Federal Government. PROVIDER shall not publish, use or provide this information to any third party excluding the Care Council without prior written consent of the COUNTY.

S. The PROVIDER must abide by the client service limit caps established by the Care Council. The DEPARTMENT will notify the PROVIDER of any changes made by the Care Council.

ARTICLE VIII

Legal Governance

Unless otherwise specified, this Agreement is governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when the services provided herein are funded by the United States government, and venue will be in Hillsborough County, Florida.

ARTICLE IX

Statement of Assurance

During the performance of this Agreement, the PROVIDER herein assures the COUNTY that said PROVIDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, in that the PROVIDER does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the PROVIDER's employees or applicants for employment. The PROVIDER understands and agrees that this agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the PROVIDER herein assures the COUNTY that said PROVIDER will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of the services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference. This statement of assurance will be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability. In instances where the total payments to be made to the PROVIDER by the COUNTY under this Agreement amount to \$10,000 or more, the PROVIDER (as contractor) will abide by the provisions of the HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE attached as EXHIBIT V and incorporated by reference.

ARTICLE X

Assignment and Subcontracting

It is understood and agreed that this Agreement may not be assigned or subcontracted without the prior written consent of the COUNTY. All requirements of this contract must be included in all subcontracts or assignments, unless waived in writing by the COUNTY.

ARTICLE XI

Notification Requirement

The PROVIDER and COUNTY will give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the services provided herein. If the PROVIDER observes that any of the provisions of this Agreement are at variance therewith, the PROVIDER will give the DEPARTMENT prompt written notice. Any necessary changes to the provisions contained herein will be adjusted by an appropriate modification.

ARTICLE XII

Indemnification and Insurance Requirements

A. The PROVIDER will indemnify, hold harmless, and defend the COUNTY, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees and expenses, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any act, actions, breaches, negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by PROVIDER, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification is not limited in any way as to the amount or types of damages or compensation payable to the COUNTY on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the COUNTY or any of its agents or employees by any

employee of the PROVIDER, any subcontractor, heir, assign, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way as to the amount or type of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This obligation shall survive the termination or expiration of this Agreement for a period of not less than six (6) years, or any applicable statute of limitations period, or equitable limitations doctrines, whichever is longer.

B. The PROVIDER shall, pursuant to the requirements of EXHIBIT VI, INSURANCE REQUIREMENTS, procure and maintain throughout the period of the Agreement on behalf of themselves and the COUNTY, insurance of the types listed in EXHIBIT VI and in the amounts specified. All insurance not provided by a self-insurance program shall be obtained from responsible companies duly authorized to do business in the State of Florida and each policy shall provide that the COUNTY is an additional insured party as to the actions of the PROVIDER, its employees, agents, assigns and sub-contractors, performing or providing materials and/or services to the PROVIDER during the performance of the Agreement and shall also contain a Severability of Interest provision. Every insurance policy must provide for thirty-(30) days prior written notice to the COUNTY of any cancellation, intent not to renew, or reduction in the policy coverage.

ARTICLE XIII

Automation Requirement

The COUNTY is in the process of developing a new Management Information System ("MIS") for the Ryan White Program. Various components of the MIS will be added over time. Once the basic components of the MIS are in place all providers will be required to use the MIS. Upon execution of this Agreement PROVIDER shall notify the DEPARTMENT in writing of PROVIDER's selection to either (1) use the COUNTY's MIS to perform invoicing and reporting functions ("Data Entry"); or (2) maintain client data in their own data system with the ability to electronically send invoice and report data to the COUNTY ("Electronic Submissions"). Under Electronic Submissions if PROVIDER is a covered entity under HIPAA, then PROVIDER shall transmit its billing and reporting information in a HIPAA standard transaction format. All costs related to the PROVIDER's programming, formatting, or submission of HIPAA Transactions through a clearinghouse or translator product will be the PROVIDER's sole responsibility. If PROVIDER is not a covered entity under HIPAA, then PROVIDER shall transmit its billing and reporting information in the designated County format.

The PROVIDER shall maintain their own computers, information systems, licenses, virus protection software, passwords, networks, and other such logging and access control systems and procedures as to provide reasonable assurance as to the Privacy and Security of any Protected Health Information ("PHI") and/or Electronic PHI ("E PHI") that they create, maintain, store, or use in conjunction with the Ryan White Program.

PROVIDER must have a mechanism of capturing, billing and reporting data required by this Agreement and HRSA. Failure to capture, bill and report required data will result in termination of this Agreement. The COUNTY will no longer provide computer resources, support and maintenance of computer hardware or software, Internet services or communication lines. All future repairs, maintenance, licensing, security mechanisms, and telecommunications costs are the responsibility of the PROVIDER.

Furthermore, the PROVIDER agrees to comply with all HIPAA, if applicable, and Ryan White Care Act guidelines applicable for Privacy, Confidentiality, Security and applicable records retention laws for any Ryan White related data in their control.

PROVIDER is responsible for securing access to computers and performing periodic review and maintenance of all hardware used for Ryan White data collection for their agency. The maintenance of these computers will include the following:

1. PROVIDER must purchase and use either a software or hardware firewall.
2. PROVIDER must purchase and use an anti-virus security software package installed on each of their personal computers.
3. PROVIDER is responsible for keeping all operating systems, firewalls and anti-virus security software products up to date as suggested by each of the appropriate software vendors. PROVIDER agrees to provide access to DEPARTMENT staff to inspect and monitor that these measures are being followed.
4. Failure to meet these requirements or keep in step with prevailing HIPAA, if applicable, Federal or State requirements for securing Ryan White data will result in termination of this Agreement.

PROVIDER shall not input in the MIS psychotherapy notes, as that term is defined in the HIPAA Rules Governing the Standards for Privacy of Individually Identifiable Health Information.

The PROVIDER shall provide all required reporting and billing data in a format that shall be designated by the DEPARTMENT. PROVIDER agrees to modify this Article as necessary to correspond to the specific method or methods that will be used for data collection coinciding with the implementation of the MIS. It is also anticipated that data collection, billing and reporting requirements may change during the life of this Agreement and PROVIDER agrees to comply with those requirements. The PROVIDER will make the necessary adjustments in their data collection, billing and reporting systems and methodologies to continue to comply with this Article.

If PROVIDER is a covered entity under HIPAA, PROVIDER agrees to enter into a Trading Partner Agreement with the COUNTY to specify the conditions of electronic data transfers and to conform to Health Insurance Portability and Accountability Act ("HIPAA") mandates of transaction and code sets.

If PROVIDER is not a covered entity under HIPAA, PROVIDER agrees to comply with the MIS Protocols and Procedures to be developed by the DEPARTMENT. The MIS Protocols and Procedures will among other things specify the format and conditions of electronic data submissions. Electronic exchange of all Ryan White related data will employ a secure technology preapproved by the COUNTY. The COUNTY will not be responsible for costs incurred by the PROVIDER to submit electronic report and claim data.

Supporting documentation required to accompany line item claims will still be required for match up to the electronic submission. Detailed back up for billings, reports, etc., may be required to accompany electronic submissions and data entry.

Client Registration:

For billing and reporting all clients must be registered and have a number to uniquely identify said client in the MIS, a Client Identification Number ("CIDN"). CIDN shall be generated by the MIS.

Upon implementation of the MIS and upon the client's first contact with PROVIDER after implementation of MIS. PROVIDER shall conduct a thorough look-up in the MIS to determine whether the client has been previously registered. The look-up will require that PROVIDER enter basic client information such as name, date of birth, social security number, etc., in the MIS to locate a match. If the client has been previously registered PROVIDER will use that client's CIDN. If the client has not been previously registered, then PROVIDER will input the basic demographics of that individual and a CIDN will be generated for said client. Duplication of clients within the system is strictly prohibited. PROVIDER shall submit billing and reporting data to the COUNTY using the clients CIDN. Data that cannot be linked to a registered client will be rejected. The DEPARTMENT

will designate a contact person to assist the PROVIDER in resolving questions that arise regarding client registration. It is the PROVIDER's responsibility to obtain the appropriate consents from the client prior to conducting a look-up.

Security of Electronic Claim Submissions

Any electronic exchange of Ryan White related data will utilize SSL ("Secure Socket Layer") technology. The COUNTY will implement a certificate and public ID that are issued by a trusted root certificate authority ("CA") - such as VeriSign.

HIPAA Covered Entities and Supported Transactions

PROVIDERS that are HIPAA Covered Entities shall submit all electronic claim data to the DEPARTMENT in HIPAA standard transaction format for the 837P claim. A draft version of the Companion Guide for the COUNTY's 837P transaction format can be obtained upon request from the DEPARTMENT.

All costs related to the PROVIDER's programming of the HIPAA Transactions including the 837P, or for clearinghouse submission of the 837P will be the PROVIDER's sole responsibility.

Providers may also use the 270/271 Eligibility Inquiry transaction to verify if a client is registered in the MIS. If the client is not found, the PROVIDER will need to complete data entry registration before claims or reporting data can be accepted electronically. Other transactions supported at this time for the Ryan White Program will be the 276/277 Claim Inquiry and the 835 Remittance Advice.

The DEPARTMENT will only accept electronic claim data from a Covered Entity that is in HIPAA standard transaction format. If the Covered Entity is working towards a compliance plan for the electronic claim submission, the PROVIDER shall certify to the COUNTY upon execution of this Agreement that it has a contingency plan and is making a good faith effort to move towards compliance within one year. Beyond that one year, the COUNTY shall not accept transactions that are not in the required HIPAA standard transaction format.

Each staff member of the PROVIDER agency who needs access to the Ryan White information System Computer Software ("RWIS") for client, billing or data input will be provided a RSA SecurID® token for their sole use. If the PROVIDER's staff member(s) lose(s), misplace(s) or has their RSA SecurID® token stolen the PROVIDER will be charged \$60.00 for each replacement. The PROVIDER's staff member(s) who lose, misplace or have their token stolen will not be able to input information or utilize the system until a new token is purchased. A new token will not be issued until PROVIDER issues a check for \$60.00 made payable to Hillsborough County BOCC and mails said check to the Ryan White Program Manager. The replacement token will be issued upon receipt of proof that the check has cleared the COUNTY's bank account. The PROVIDER has 30 days from the reported loss, misplacement or theft to deliver a check to the COUNTY. If for some reason the DEPARTMENT does not receive payment for the token, the DEPARTMENT will offset the cost of the token by deducting \$60.00 from the next invoice/reimbursement request. If for any reason the PROVIDER's contract is terminated, not renewed, or the PROVIDER is no longer funded, the PROVIDER must return all tokens issued to the PROVIDER agency within 30 days of termination or non renewal of contract(s). The PROVIDER will need to issue a check for all tokens not returned to the DEPARTMENT at a cost of \$60.00 each. The check must be made payable to Hillsborough County BOCC and mailed to the Ryan White Program Manager. If the PROVIDER does not submit a check for the token(s) within 30 days of loss of funding, the DEPARTMENT will offset the cost of the token(s) by deducting \$60.00 per token from the next or final invoice/reimbursement request.

Additionally, if the PROVIDER terminates employment of a staff member who was issued a token, or if the employee resigns, the PROVIDER has the responsibility to collect the token from the employee, notify the DEPARTMENT of their employment status within 24 hours of termination/resignation in order that the token be disabled by the DEPARTMENT. If the position will

be filled with a new employee within 30 days, the PROVIDER must notify the DEPARTMENT of the new employee information so that the token may be activated in the new staff members name.

ARTICLE XIV

Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid or illegal, the remainder of the Agreement shall not be affected by such invalidity or illegality and shall remain in full force and effect.

ARTICLE XV

Independent Contractor Requirement

The PROVIDER will carry out, or cause to be carried out, all of the services required herein as an independent contractor. The PROVIDER will not represent itself as an agent, sub-agent, or representative of the COUNTY. All services described herein will be carried out by persons or instrumentalities solely under the PROVIDER's control and supervision.

ARTICLE XVI

Customer Satisfaction Survey

The PROVIDER will be required to participate in the Customer Satisfaction Survey Program by distributing DEPARTMENT-approved survey forms to the clients. The results of the survey must be reported to the DEPARTMENT annually on or before March 15. The DEPARTMENT's Ryan White staff will advise the PROVIDER of any significant client-perceived deficiencies in performance, as well as significant positive client feedback. Client satisfaction surveys are to be sent to all clients served during the contract period by the end of the contract period, with results reported to DEPARTMENT. PROVIDER shall achieve 85 percent or better rating on the client satisfaction survey administered by the PROVIDER. If an 84 percent or less satisfaction rate is received on the above referenced survey a corrective action plan ("plan") must be submitted within 30 days. If the corrective action plan is not submitted within 30 days the COUNTY will withhold reimbursement requests until the plan is submitted. Additionally, the PROVIDER will be required to submit a follow-up survey 3 months after submitting the plan.

ARTICLE XVII

Political Limitations for County Contracts with Private Non-Profit Corporations

Service PROVIDERS must not participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE XVIII

Public Entity Crimes Statement

If the amount of the Agreement is ten thousand dollars (\$10,000) or more, the PROVIDER shall certify by sworn statement, compliance under Florida Statutes Section 287.133 (2004), as amended from time to time, regarding Public Entity Crimes, specifically, violation of any state or federal law involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation as stated in Exhibit VII, attached hereto and made a part hereof.

ARTICLE XIX

Compliance

The PROVIDER shall comply with the requirements of all federal laws, state laws, local codes and ordinances, rules and regulations Hillsborough County Contractors Guidance and Policies Manual ("Manual"). In the event of any conflict with the Manual and this Agreement the Manual shall control, unless it conflicts with a Federal or State Statute or regulation. The PROVIDER represents that it has and shall maintain all the necessary licenses to provide the services set forth in Exhibit I of this Agreement, and that the person executing this Agreement has the authority to do so.

ARTICLE XX

Costs

Each party shall be responsible for their respective attorneys' fees and costs, including but not limited to costs and attorneys' fees associated with administrative hearings, court proceedings and appellate proceedings.

ARTICLE XXI

Waiver

A waiver of any performance or breach by either party shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any subsequent default of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XXII

Additional Rights and Remedies

Nothing contained herein shall be construed as limitation on such other rights and remedies available to the parties under the laws which may now or in the future be applicable.

ARTICLE XXIII

Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits attached hereto, the contents of the exhibits shall control over the contents of the Agreement. In the event of any conflict between the provision of this Agreement and Sections A through E of RFA # RW2-07, the terms of this Agreement shall control. If there are any conflicts between the Agreement and guidelines listed in paragraph K of Article I and EXHIBIT XII the PROVIDER must notify the DEPARTMENT and the DEPARTMENT shall determine which shall control.

ARTICLE XXIV

Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE XXV

P.L.103-227, Pro-Children Act of 1994

PROVIDER understands and agrees that it is in compliance with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), and shall remain in compliance during the term of this Agreement and any renewal thereof. Provider shall certify by notarized statement its compliance on EXHIBIT VIII which is attached hereto and incorporated herein by reference.

ARTICLE XXVI

Headings

Article headings have been included in the Agreement solely for the purpose of convenience, and such headings shall not have legal effect or in any way affect the extent of, or the interpretation of, any of the terms of the Agreement.

ARTICLE XXVII

Public Notices

In accordance with the FY 1995 Appropriations Act (P.L. 103-333) and HRSA advise, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

As required by Section 286.25, of the Florida Statutes (2004), as amended from time to time, if the PROVIDER is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and Hillsborough County, and the State of Florida Department of Health". If the sponsorship reference is in written material, the words "Hillsborough County" and the "State of Florida Department of Health" shall appear in the same size letters or type as the name of the organization.

ARTICLE XXVIII

Drug Free Workplace

The Provider will assure the County it will administer, in good faith, a policy designed to ensure that the Provider is free from the illegal use, possession, or distribution of drugs or alcohol. As part of such policy, the Provider will require, as a condition of employment, that each employee notify their supervisor within five (5) days if they have been convicted under a criminal drug statute for activity occurring at the workplace or outside the workplace, if the offense could be reasonably expected to affect the Provider's function. The Provider will, in turn, immediately notify the County of the occurrence as well as any and all corrective action taken. A criminal drug statute is any law, federal, state, or local, which makes unlawful the manufacture, distribution, dispensation, or possession of any controlled substance or illegal drug.

ARTICLE XXIX

Patents, Copyrights, and Royalties

If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the PROVIDER shall refer the discovery or invention to the State of Florida Department of Health, through the COUNTY, to determine whether patent protection will be sought in the name of the State of Florida. In the event any books, manuals, films, or other copyrightable materials are produced, the PROVIDER shall notify Department of Health. Any and all patent rights and copyrights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida. The PROVIDER, without exception, shall indemnify and hold harmless the COUNTY and State of Florida and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the PROVIDER. If the PROVIDER uses any design, device, or materials covered by letters, patent or copyright, it is agreed and understood without exception that the fees for service shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

ARTICLE XXX

Certification Regarding Lobbying

PROVIDER shall comply with the certification provisions set forth in EXHIBIT XIII, attached hereto and made a part hereof.

ARTICLE XXXI

Immigration and Naturalization Act

The PROVIDER must not employ unauthorized aliens, and must abide by provisions of Section 274A(e) of the Immigration and Naturalization Act.

ARTICLE XXXII

Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of Sections 403.7065 and 287.045 of Florida Statutes.

ARTICLE XXXIII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

PROVIDER, as a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for PROVIDER to comply with the HIPAA laws shall be borne by PROVIDER. All HIPAA compliance dates must be satisfied and PROVIDER must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by COUNTY's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the COUNTY upon request. PROVIDER is required to fully cooperate with any and all audits, reviews and investigations conducted by COUNTY, Centers for

Medicare & Medicaid Services (“CMS”). Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

PROVIDER, as a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the DEPARTMENT (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

ARTICLE XXXIV

PROVIDER understands that it is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), and 42 USC Section 7401 et seq., the Federal Water Pollution Control Act as amended 33 USC 1251 et seq., and shall remain in compliance during the term of this Agreement and any renewal thereof. Violations shall be reported to the United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

PROVIDER understands that it is in compliance with the Energy Policy and Conservation Act 45 CFR 92.36(I)(13), 45 CFR 92.37 (b), as well as Debarment and Suspension 45 CFR 74 App A (8), and shall remain in compliance during the term of this Agreement and any renewal thereof.

ARTICLE XXXV

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontractors

PROVIDER shall comply with the certification provisions set forth in EXHIBIT XIV, attached hereto and made a part hereof.

ARTICLE XXXVI

Data Sharing

Certain data under this Agreement is confidential and must be afforded special treatment and protection shall be made available between the parties and utilized as described herein. When confidential data received, exchanged and/or accessed can be used or disclosed only in accordance with this agreement and local, state and federal law.

1. The following Definitions shall apply to this Article only:

- a. **Covered Entity:** “Covered Entity” shall mean COUNTY.
- b. **Trading Partner:** “Trading Partner” shall mean PROVIDER.
- c. **Protected Health Information.** “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103.

2. Purpose of Agreement: The data specified in this agreement will be used solely for purposes of research, public health or health care payment, treatment or operations.

3. **Justification for Access.** This agreement is authorized by the Health Insurance Portability and Accountability Act of 1996 as the same may be amended from time to time. (HIPAA) This agreement implements HIPAA by allowing the parties to disclose protected health information (PHI) necessary to perform contractual and/or legal obligations and to provide for appropriate safeguards of PHI.

4. **Description of Data.** To enable Trading Partner to perform certain contractual or other legal obligations concerning PHI, Covered Entity may disclose PHI for Trading Partner's use.

5. **Point of Contact.** Covered Entity designates the following individual as its point of contact for this agreement:

Aubrey Arnold, or his successor
Name of point of contact

601 E. Kennedy Blvd, 25th Floor
Street address

Tampa, FL 33602
City / State / Zip code
(813) 272-6935
Phone number

All correspondence regarding this agreement, including, but not limited to, notification of change of custodianship, uses or disclosures of the data not provided for by this agreement, requests for access to the data, requests for accounting of disclosures of the data, disposition of the data, and termination of this agreement, shall be addressed to the point of contact.

6. **Custodial Responsibility.** Trading Partner names the following individual custodian of the data on behalf of same.

Name of custodian

Street Address

City / State / Zip code

Phone number

The custodian shall be responsible on behalf of Trading Partner for monitoring all conditions of use and for the establishment and maintenance of safeguards as specified in this agreement to prevent unauthorized use. Trading Partner must notify Covered Entity in writing within thirty (30) days of any change of custodianship. Notification of change of custodianship shall be delivered by certified mail, return receipt requested, by facsimile with proof of delivery, or in person with proof of delivery.

7. **Permissible Uses and Disclosures of Trading Partner Data.** Trading Partner shall not use, release or further disclose the data specified in this agreement except as permitted by this agreement or any other contract between Trading Partner and Covered Entity or as required by

local, state or federal law. Trading Partner shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use of or access to the data specified in this agreement.

Trading Partner shall not disclose, release or allow the release of the data specified in this agreement to any persons or entities other than those listed in paragraph 8, below and as otherwise permitted by this agreement, or any other agreement between Trading Partner and Covered Entity. Trading Partner shall in all instances restrict use, disclosure or release of the data specified in this agreement to minimum number of individuals who require the information in order to perform contractually obligated functions. Trading Partner shall instruct individuals to whom the data is disclosed of all obligations under this agreement and shall require the individuals to maintain those obligations.

Trading Partner shall secure the data specified in this agreement when the data is not under the direct and immediate control of an authorized individual performing the functions of this agreement. Trading Partner shall make a good faith effort to identify any use or disclosure of the data not provided for by this agreement. Trading Partner shall notify the Covered Entity by certified mail, return receipt requested, or by facsimile with the proof of delivery or in person with proof of delivery within three (3) business days of discovery of any use or disclosure of the data not provided for by this agreement of which the Trading Partner is aware, and shall mitigate, to the extent possible, any harm caused thereby.

A violation of this section shall constitute a material breach of this agreement and notwithstanding any provision of any contract between Trading Partner and Covered Entity to the contrary, Covered Entity shall have the right to terminate its relationship with Trading Partner and to terminate this agreement, with twenty-four (24) hours written notice.

8. **Disclosure to Agents.** Trading Partner shall ensure that any agents of Trading Partner, including, but not limited to, a contractor or subcontractor, to whom Trading Partner provides data specified in this agreement agree to the same terms, conditions, and restrictions that apply to Trading Partner with respect to the data.

9. **Access to the Data.** Trading Partner shall notify the Covered Entity in writing by certified mail, return receipt requested, or by facsimile with proof of delivery or in person with proof of delivery within ten (10) days of any requests received by the Trading Partner from individuals seeking access to or copies of the data specified in this agreement.

10. **Accounting of Disclosures.** Trading Partner shall notify the Covered Entity in writing by certified mail, return receipt requested, or by facsimile with proof of delivery or in person with proof of delivery within ten (10) days of any requests received by Trading Partner from individuals seeking an accounting of disclosures of the data specified in this agreement. Trading Partner shall document all disclosures of the data as needed for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, and shall provide the Covered Entity with such documentation upon the Covered Entity's request.

11. **Incorporation of Amendments to the Data.** Trading Partner shall incorporate any amendments to the data specified in this agreement when and as notified by Covered Entity and shall abide by any authorized restrictions on the release, use or disclosure of PHI after notice by Covered Entity.

12. **Penalties.** Trading Partner acknowledges that failure to abide by the terms of this agreement may subject Trading Partner to penalties for wrongful disclosure of protected health information under federal law. Trading Partner shall inform all persons with authorized access

to the data specified in this agreement of the penalties for wrongful disclosure of protected health information.

13. **Indemnification.** Trading Partner shall indemnify, hold harmless, and defend Covered Entity, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by Trading Partner, its assigns, and heirs during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or type of damages or compensation payable to Covered Entity on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against Covered Entity or any of its agents or employees by Trading Partner, its heirs, assigns, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Trading Partner under workers compensation acts, disability benefit acts or other employee benefits acts. This obligation shall survive the termination or expiration of this Agreement for a period of not less than six (6) years, or any applicable statute of limitations period, or equitable limitation, equitable limitation doctrine, whichever is longer.

In accordance with Florida Statutes Section 768.28, this section shall not apply to contracts with the state, its agencies and subdivisions as defined therein.

14. **Disposition of Data.** Trading Partner shall retain the data specified in this agreement for a period not less than six (6) years from the date Trading Partner receives or is provided access to the data, (hereinafter referred to as the retention period) unless otherwise authorized by the Covered Entity's Privacy Officer. Upon conclusion of the retention period, Trading Partner shall destroy the data and any information derived from its contents, including all copies, modified data, or hybrid or merged databases containing the data or return it to Covered Entity if requested by the Privacy Officer after Notice by Trading Partner. Trading Partner shall provide Covered Entity with written confirmation of the destruction of the data and any information derived from its contents.

15. **Term of Agreement.** These Data Sharing Contract provisions shall be effective upon execution of this Agreement by both parties and shall remain in effect until terminated by Covered Entity. Covered Entity may, by no less than twenty-four (24) hours written notice to Trading Partner, terminate this agreement upon material breach of this agreement. This agreement may be terminated by Covered Entity without cause upon thirty (30) days written notice. Notice of termination shall be delivered by certified mail, return receipt requested or by facsimile with proof of deliver or in person with proof of delivery.

The terms of this Article may not be waived, altered, modified, or amended except by written Agreement of both parties. Both parties agree to enter into a written modification Agreement or take such action as is necessary to comply with the requirements of HIPAA and any amendment thereto or to implement any changes required by law.

This Article supersedes any and all Articles or other Agreements between the parties with respect to the use of the data."

(The remainder of page intentionally left blank.)

ARTICLE XXXVII

Entire Agreement

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the PROVIDER and the COUNTY have executed this Agreement the date first above written.

ATTEST: Pat Frank, Clerk
of Circuit Court

COUNTY: Hillsborough County, Florida

BY: _____
Deputy Clerk

BY: _____
Chairman of the Board of County
Commissioners

ATTEST: For the PROVIDER

PROVIDER: XXX, Inc.

Witness

BY: _____
Authorized Representative

Title

Witness

Date Signed

Dept.	Approval	Date
Contracts	_____	_____
Legal	_____	_____
	_____	_____

ACKNOWLEDGEMENT OF PROVIDER, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____
(Date) (Name of officer or agent, title of officer or agent)

of _____ a _____ corporation, on behalf of the
(Name of corporation acknowledging) (State or place of incorporation)

corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of
notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge
(Type of Identification)

of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me
this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGEMENT OF PROVIDER, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____,
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf _____, a partnership. He/she personally appeared before me at the time of
notarization, and is personally known to me or has produced _____ as identified and did certify to have knowledge of the matters
(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGEMENT OF PROVIDER, IF A GOVERNMENTAL ENTITY

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____,
(Date) (Name of person acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____
(Type of Identification)

as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

EXHIBIT I

SCOPE OF SERVICES

- A. DEFINITIONS: Services to be rendered by the PROVIDER under this Agreement include the following provision:
To be completed upon award.
- B. UNIT OF SERVICE:
To be completed upon award.
- C. PROVIDER's Contract Coordinator for this contract:
1. Name: XXX
2. 4200 N. XXX
3. Phone/FAX: XXX
- D. PROVIDER's contact person for processing reimbursement requests:
1. Name: Linda Steiner
2. Address: Same as in paragraph C. of this EXHIBIT.
3. Phone/FAX: Same as in paragraph C. of this EXHIBIT.
- E. PROVIDER's service location(s): Same as in paragraph C. of this EXHIBIT
- F. PROVIDER's operating hours: Monday – Friday: 8:00 AM to 5:00 PM
- G. MEASURABLE OUTCOMES for this contract period are:
T be completed upon award.
- H. PROVIDER'S Transportation Effort:

At the request of the Care Council the PROVIDER shall make every effort to assist clients with the coordination of their transportation needs. However, the PROVIDER nor the COUNTY is financially responsible for the clients' transportation.

(The remainder of page intentionally left blank.)

EXHIBIT II

PAYMENT SCHEDULE

A. The maximum amount payable for services by the COUNTY under this Agreement is **XXX Dollars (\$XXX.00)**, and will be reimbursed in accordance with the fee schedule, attached hereto as Attachment B. If for some reason the charge is less than the amount listed in Attachment B, the COUNTY will pay the lower fee. The DEPARTMENT will not pay more than 25% of the contract amount per quarter without prior written permission from the Ryan White Program Manager. If the contract amount is decreased the remaining quarterly allocations are decreased proportionately.

B. The PROVIDER will request reimbursement from the COUNTY for actual expenditures or services on a monthly basis, based on a service unit cost or DEPARTMENT approved line-item budget.

C. Any third party payments collected by the PROVIDER for eligible services for which the COUNTY has also paid pursuant to this Agreement will be reimbursed by the PROVIDER to the COUNTY up to the total amount paid by the COUNTY on behalf of any eligible individual. The usual method of reimbursement will be by credit to the PROVIDER's first billing statement following third party payment.

D. Moreover, the PROVIDER agrees not to impose or collect supplemental fees from the aforesaid otherwise eligible individuals, except as approved by the DEPARTMENT, and in accordance with Public Health Service guidelines.

The remainder of page intentionally left blank.

EXHIBIT III
 HILLSBOROUGH COUNTY
 HEALTH AND SOCIAL SERVICES DEPARTMENT
PART B

REQUEST FOR REIMBURSEMENT

PROVIDER: _____ FOR MONTH OF: _____
 CONTACT PERSON: _____ PHONE: _____
 TYPE OF SERVICE: _____ Date: _____

Approved Budget	Current Invoice	Expenditures To Date	Remaining Budget
List appropriate lines items below:			
TOTAL COST			

PAYABLE TO: _____
 Address: _____
 Authorized Signature: _____

EXHIBIT IV

MONTHLY ADMINISTRATIVE REPORT

PROVIDER NAME _____ MONTH & YEAR _____
 CONTRACT # _____ SERVICE CATEGORY _____

- Total number of individuals served in current month: _____
- Enter the following information for ALL clients listed in number 1 above: _____

URN CLIENT I.D.#	Client ID#	Gender	Ethnicity	Race	Income	Housing Living Arr.	Medical Insurance	HIV/AIDS Status	Enroll ment Status	DOB	HIV/AIDS

Gender:

- (1) Male HIV+
- (2) Male CDC-defined AIDS
- (3) Female HIV+
- (4) Female CDC-defined AIDS
- (5) Transgender+
- (6) Transgender CDC-defined AIDS
- (7) Male Pediatric/affected (Title I only)
- (8) Female Pediatric/affected (Title I only)

Ethnicity:

- (1) Hispanic or Latino/a
- (2) Non-Hispanic or Latino/a
- (3) Unknown

Enrollment Status:

- (1) Active, new
- (2) Active, continuing

Income Level:

- (1) <100% of poverty
- (2) 101-150% poverty
- (3) 151-200% poverty
- (4) 201-250% poverty
- (5) 251-300% poverty
- (6) >300% poverty
- (7) Unknown

Status (HIV/AIDS Status):

- (1) HIV+, not AIDS
- (2) HIV-, affected only (Title I only)
- (3) CDC-defined AIDS

Exposure Category:

- (1) Transfusion, Blood component or Tissue
- (2) Gay/Bisexual Men
- (3) Inj. Drug User (IDU)
- (4) Gay/Bisexual Men & IDU
- (5) Heterosexual Contact
- (6) Pediatric Only
- (7) Unknown
- (8) HIV Affected
- (9) Hemophilic

Medical Insurance:

- (1) Private
- (2) Medicare
- (3) Medicaid
- (4) Other Public
- (5) No insurance
- (6) Other
- (7) Unknown/Unreported

Housing/Living Arrangements:

- (1) Permanently housed
- (2) Non-perm. housed

If you had any clients served since January this year that are now deceased please declare their demographic data below:

URN CLIENT I.D.#	Client ID#	Gender	Ethnicity	Race	Income	Housing Living Arr.	Medical Insurance	HIV/AIDS Status	Enroll ment Status	DOB	HIV/AIDS

MONTHLY ADMINISTRATIVE REPORT

PROVIDER NAME _____ MONTH & YEAR _____

CONTRACT # _____ SERVICE CATEGORY _____

REPORT THE NUMBER OF UNITS OF SERVICE PROVIDED AND THE NUMBER OF CLIENTS RECEIVING SAID SERVICE DURING THE CURRENT MONTH.

3. FOR HEALTH SERVICE PROVIDERS ONLY:

(# of visits)	/	(# of clients)	/	(# of 15-minute units)
_____	/	_____	/	Medical care (count # of visits)
_____	/	_____	/	Dental Care (count # of visits)
_____	/	_____	/	_____ Mental Health (count # of visits & # of 15-min units)
_____	/	_____	/	Substance Abuse Treatment/Counseling (count # of visits)
_____	/	_____	/	Rehabilitation services (count # of visits)

4. FOR CASE MANAGEMENT PROVIDERS ONLY:

(# of visits)	/	(# of clients)	/	(# of 15-minute units)
_____	/	_____	/	_____ Face-to-face encounters (count # of encounters AND)
_____	/	_____	/	_____ Other encounters (count # of 15-minute units)

5. FOR HOME HEALTH PROVIDERS (PART B ONLY):

(# of visits)	/	(# of clients)	/	Paraprofessional (count # of visits: 4 hours = 1 visit)
_____	/	_____	/	Professional (count # of visits: 2 hours = 1 visit)
_____	/	_____	/	Specialized (count # of visits: 2 hours = 1 visit)

6. FOR ALL PROVIDERS:

(# of visits)	/	(# of clients)	/	Meds/Pharmaceuticals (count # of prescriptions & refills)
_____	/	_____	/	Buddy/Companion (count # of units actually provided)
_____	/	_____	/	Client Advocacy (1 unit = 1 hour or portion thereof)
_____	/	_____	/	Other Cnslng-Not Mental Health (Nutrition) (1 unit = 1 visit)
_____	/	_____	/	Day/Respite Care (1 unit = 1 hour)
_____	/	_____	/	Emergency Financial Assistance (count # of units actually provided)
_____	/	_____	/	Housing (1 unit = one day of housing assistance)
_____	/	_____	/	Food Bank/Home Delivered Meals (1 unit = \$5.00)
_____	/	_____	/	Transportation (1 unit = 1 1-way trip unless bus passes used)
_____	/	_____	/	Education/Risk Reduction (count # of units actually provided)
_____	/	_____	/	Foster Care/Adoption (count # of units actually provided)
_____	/	_____	/	Other Services (count # of units actually provided)
_____	/	_____	/	Hospice (1 unit = 2 hours)

EXHIBIT V

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

During the performance of this contract, the PROVIDER agrees as follows:

- (1) General: The PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The PROVIDER will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- (2) Recruitment: The PROVIDER will in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.
- (3) Unions: The PROVIDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advertising the labor union or worker's representative of the PROVIDER'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Compliance Reports: The PROVIDER will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete, and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the PROVIDER has complied or is complying with these requirements. The PROVIDER will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the PROVIDER and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
- (5) Sanctions: In the event of the PROVIDER'S non-compliance with the non- discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the PROVIDER may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
- (6) Subcontractors: The PROVIDER will include the provisions of paragraphs 1 through 6 in every subcontract under this contract so that such provision will be binding upon each subcontractor. The PROVIDER will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.
- (7) Federal Requirements: In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

- Section I of the Fourteenth Amendment to the United States Constitution.
- Title VI of the Civil Rights Act of 1964.
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
- Civil Rights Acts of 1866 and 1870.
- Standards for a Merit System of Personnel Administration, 45 CFR 70.
- Revised Order Number 4, 41 CFR 60-2.10.
- Rehabilitation Act of 1973, P.L. 93-112.
- Interagency Agreement dated March 23, 1973.
- Executive Order 11914, Non-discrimination with Respect to the Handicapped in Federally Assisted Programs.
- Age Discrimination Act of 1967, P.L. 94-135
- Civil Rights Act of 1968, P.L. 90-284
- Veterans Readjustment Act.
- Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O.
- Age Discrimination in Employment Act, as amended.
- Civil Rights Restoration Act of 1987.
- Federal Civil Rights Act of 1991.
- Americans with Disabilities Act
- General Accounting Procedures, 45 CFR, Part 74 and/or Part 92
- Clean Air Act, 42 USC 1857(h), section 306
- Clean Water Act, 33 USC 1368, section 508
- Executive Order 11738
- Environmental Protection Agency Regulations, 40 CFR, Part 15

STATE

- State Constitution (Preamble) and Section 13.251 (Powers and Purposes) protects citizens from discrimination because of race, national origin, or religion.
- Florida Statutes, Chapter 112.041, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
- Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
- Florida Civil Rights Act of 1992.

HILLSBOROUGH COUNTY

- **Civil Service Rule prohibits employment discrimination.
- **Civil Service Rule prohibits removal resulting from discrimination.
- **Civil Service Rule permits employee appeal for alleged discriminatory actions.

- ** Applicable to Hillsborough County Government

- Human Rights Ordinance #88-9, as amended, prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.

- Hillsborough County Ordinance #83-9, (Home Rule Charter) Article IX, Section 9.11, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation.

(Rev 03-91)

EXHIBIT VI

INSURANCE REQUIREMENTS

PROVIDER's Liability Insurance:

The PROVIDER shall procure and maintain such insurance as will protect him/her from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the PROVIDER'S operations under the Contract Documents, whether such operations be by himself/herself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the PROVIDER will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation as found in paragraph 6 of Section B immediately below.

Insurance Required:

A. General

Before starting and until acceptance of the Work by the COUNTY, the PROVIDER shall procure and maintain in force insurance of the types and to the limits specified in paragraphs B. 1. through 6. below. All policies of insurance under this contract shall include Hillsborough County and its employees as additional insured. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The PROVIDER shall procure and maintain, during the life of this Contract, the following types of insurance coverages written on standard forms and placed with insurance carriers licensed by the Insurance Department of the State of Florida and approved by Hillsborough County. The amounts and type of insurance shall conform to the following requirements:

1. Professional Liability: \$1,000,000 per claim.
2. Commercial General Liability: \$1,000,000 per occurrence.
3. Business Automobile Liability: Auto coverage is not required.
4. Errors and Omissions Liability: Not required.
5. Workers Compensation: Workers Compensation limits are as required by Florida Statute. Employer's Liability is:
 - \$100,000 Limit Each Accident
 - \$500,000 Limit Disease Aggregate
 - \$100,000 Limit Disease Each Employee

6. Certificate of Insurance and Copies of Policies: Certificates of Insurance furnished by Hillsborough County evidencing the insurance coverage specified in the previous paragraphs B. 1. through 5. inclusive, and on request of the COUNTY certified copies of the policies required shall be filed with the Health and Social Services Department of the COUNTY on a timely basis. The required Certificates of Insurance not only shall list Hillsborough County as additional insured for the operations of the PROVIDER under this Contract (excluding the worker's compensation and professional liability policies), but shall name the types of policies provided and shall refer specifically to this Contract.

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance shall be furnished twenty (20) days prior to the date of their expiration.

Cancellation – “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder.”

Project Title: REQUEST FOR APPLICATIONS FOR THE PROVISION OF HIV-RELATED HEALTH AND SUPPORT SERVICES FOR THE HILLSBOROUGH COUNTY HEALTH AND SOCIAL SERVICES DEPARTMENT.

Reviewed, Insurance and Claims Management: Roger Moore (Signature on file) Date: 10/2/06

(The remainder of page intentionally left blank.)

EXHIBIT VII

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to Hillsborough County Board of County Commissioners
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____

and (if applicable its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEN, include the Social Security Number of the individual signing this sworn statement: _____ .)

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after within three years prior to signing this document, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(1), Florida Statutes means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents, who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(3), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime 3 years prior to signing this document.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime 3 years prior to signing this document.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime 3 years prior to signing this document. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and a final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____ 20 _____

Personally known _____

OR Produced identification _____

Notary Public - State of _____

(Type of identification) _____

My commission expires _____

(Printed, typed, or stamped
commissioned name of notary public

(Revised 06/18/92)

EXHIBIT VIII

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Signature of Authorized Official

DATE

Grant-Funded Contractor Name

[SMOK_CRT.227]

EXHIBIT IX

(This page intentionally left blank)

EXHIBIT X

MEMORANDUM OF UNDERSTANDING

CONFIDENTIALITY OF CLIENT INFORMATION

The purpose of this Memorandum of Understanding is to emphasize all information held in health records is confidential, with access governed by state and federal laws. Information which is confidential includes a client's name; address; medical, social and financial data; and services received. In addition, the fact that someone has had an HIV test is confidential, whether the results of that test is positive or negative. Data collection by interview, observation, or review of documents should be conducted in a setting that protects the client's identity from unauthorized individuals. Client information should not be discussed outside the agency, except in the performance of referrals to other agencies for client care.

Section 384.29, Florida Statutes, addresses the need for special discretion in the handling of sexually transmissible disease information. Sexually transmittable diseases, by their nature, involve sensitive issues of privacy and all programs designed to deal with diseases should afford privacy and confidentiality to the client.

Section 381.004 (3), Florida Statutes, deal with confidentiality of HIV test results. There are penalties for violating this statute. These penalties range from disciplinary action by the Florida Department of Health to a criminal misdemeanor.

Section 381.004 (6), Florida Statutes, deals with disclosure of HIV/AIDS status for malicious of monetary gain, except for physicians or nurses employed by the DOH or a law enforcement agency.

I understand and agree to abide by these confidentiality provisions.

Employee Signature

Date

**EXHIBIT XI
RYAN WHITE PROGRAM
CONTRACTOR'S NAME
BUDGET/EXPENDITURES STATUS**

TYPE OF SERVICE:
CONTRACT NUMBER:
CONTRACT AMOUNT:

Budget Categories	Original Budget	Amended Budget	Amended Budget	Exp Mar	Exp Apr	Exp May	Exp Jun	Exp Jul	Exp Aug	Exp Sep	Exp Oct	Exp Nov	Exp Dec	Exp Jan	Exp Feb	Exp YTD	Available Balance	
Personnel																		
Fringe																		
Travel																		
Equipment																		
Supplies																		
Other:																		
1) Util.																		
2) Phone																		
Total Program																		
Admin:																		
Salaries																		
Fringe																		
Rent																		
Printing																		
Postage																		
Liab. Ins.																		
Total Admin																		
Total Contract																		

I, _____, being an authorized agent of (contracted agency's name), hereby attest and certify that the expenditures listed in this document represent the actual expenditures incurred in providing the units of service billed for during the first () second () third () fourth () quarter of 2006 for contract number _____. I further attest that these expenditures are within the approved budget. I certify that there are no mathematical errors in the budget of this contract.

Signature _____ Date _____ Printed Name _____

EXHIBIT XII

PART A

1. Florida HIV/AIDS Community Planning Group (Standards Of Care): The Standards Of Care will be used by providers as advisory recommendations between now and 2006. The department will determine whether these standards should be recommended to become a contractual directive in the 2006/2007-contract year.
2. Provider and Provider's actual costs/expenditures during the term hereof are less than the amount budgeted, the resulting excess payment shall be deemed 'program income.

PART B

1. Develop appropriate referral relationships with entities considered "Key Points of Access" to the health care system for individuals with HIV disease for the purpose of facilitating early intervention for individuals newly diagnosed and those who know their status but are not in care.
2. Fair Hearing: The provider must ensure that all applicants and clients are apprised of their rights to appeal a determination of ineligibility for service or other actions based on denial or exclusion from the program, failure to take into account the clients choice of service, or a complaint about the quality of service and the right to a fair hearing..
3. The PROVIDER must maintain the following documentation for inspection at the COUNTY's request.
 - a. **Salaries:** source documentation is required including timesheet(s) and a copy of the check(s). A payroll register or similar document may be included but does not stand alone as sufficient backup documentation.
 - b. Fringe benefits must be documented by:
 - (1) Electronic verification numbers for payroll taxes or 941 form and copy of check.
 - (2) Invoice stamped "paid" with check number and date paid. (for insurance must list employees covered).
 - (3) Employees covered, amount for each employee, and a copy of a retirement check for each employee.
 - c. Office expenses must be documented by invoices itemizing the expenditure, stamped paid, date paid, check amount and check number.
Travel must be documented on state form C676 and follow all state and department requirements.
(The remainder of page intentionally left blank)

Part C

I. Intentionally left blank.

II. Provider Agrees:

A. Contractual Services.

1. Provider agrees to provide all services (hereinafter "Services") as specified herein.
2. Provider agrees and acknowledges its exclusive responsibility to gather copies of any publications or other materials referenced herein, including amendments or newer editions published during the term hereof, required to perform hereunder. Such referenced items and amendments or newer editions thereof are automatically incorporated by reference herein without need for further amendment hereof.

B. Intentionally left blank.

C. Federal and State Laws and Regulations

1. If this Agreement provides for payment, in whole or in part, with federal funds, to comply with the applicable provisions of 45 CFR, Parts 74 and 92, all applicable OMB Circulars, and other applicable regulations whether or not specified herein.
2. If this Agreement provides for payment of federal funds exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, and the Water Pollution Control Act, as amended.
3. To notify the Florida Department of Children and Families of all employment opportunities requiring a high school education or less.
4. To comply with all applicable laws, statutes, ordinances, codes, and regulations of the United States, the State of Florida and, where relevant, counties and municipalities, and to complete any forms required under such laws, statutes, ordinances, codes and regulations, whether or not such laws, statutes, ordinances, codes, regulations and forms are referenced herein.
5. To incorporation by reference of Fla. Stat. 287.058(1)(a-f).
6. If this contract funds purchases or improvements to real property, Provider grants State of Florida, Department of Health a security interest to the value of such funding for at least 5 years from the date of the purchase or the completion of the improvements or as otherwise required by law and shall take such steps to effectuate the security interest as required by law.

D. Records, Retention and Public Access

1. To maintain:
 - a. Books, records and documents (including supporting documents and electronic storage media) in accord with generally accepted accounting procedures

and practices sufficiently and properly reflecting all expenditures of funds provided hereunder and revenues resulting herefrom; and

- b. All programmatic records including client and statistical records and any other documents (including supporting documents and electronic storage media) pertinent hereto in a manner acceptable to DEPARTMENT.
2. To retain all items referenced in II.D.1. of this Attachment as well as any audit working papers generated as a result hereof until the latter of:
 - a. Six years after termination hereof;
 - b. Resolution of all related audit findings;
 - c. Resolution of litigation arising from the terms hereof; or
 - d. Six years after the date any underlying audit was issued, unless extended in writing by DEPARTMENT.
3. Upon completion or termination hereof, to permit and facilitate DEPARTMENT's prompt access upon request to all items referenced in this section for duplication or transfer to DEPARTMENT during the retention period stated in II.D.2. above.

E. Audits

1. To comply with applicable provisions of:
 - a. The Florida Single Audit Act, Fla. Stat. 215.97 without limitation on DEPARTMENT or any other state agency conducting or arranging other audits or evaluations;
 - b. Chapters 10.550 and 10.650 of the Auditor General's regulations; and
 - c. OMB Circular A-133 and any revision thereto.
2. An audit of Provider by the Auditor General satisfies II.E.1.
3. And acknowledges Audits not required under II.E.1. cannot, in any way, be funded through this Agreement.
4. In addition to any requirements of II.D.1. and II.E.1. to send copies of Audit Reports (with the date Provider received such indicated in accompanying correspondence), the Reporting Package (OMB Circular A-133, as revised), and Management Letters to:
 - a. DEPARTMENT's Program Manager; and,
 - b. Contract Administration, 4052 Bald Cypress Way, BIN B01 (HAFACRM), Tallahassee, Florida 32399-1729.
5. To mail copies of reports and management letters required under II.E.1.a.

or b. to State of Florida Auditor General, Rm. 574, Claude Pepper Bldg, 111 W. Madison St., Tallahassee, FL 32302-1450.

F. Monitoring

- To, consistent with applicable state and federal law:
1. Comply and cooperate with any monitoring procedures and processes deemed appropriate by the State of Florida, in general and DEPARTMENT in particular, including but not limited to, inspections, reviews, investigations or audits by the federal government, DEPARTMENT, State of Florida, Department of Health, the Comptroller, the Auditor General or their agents;
 2. Ensure clients, personnel and all items referenced in II.D.1, as well as any other resources necessary to effect this monitoring, and work records of those persons selected to, or filling, the staffing requirements hereof are available and subject at all times to inspection, review, and/or audit by the federal government, DEPARTMENT, State of Florida, Department of Health, the Comptroller, the Auditor General or their agents; and
 3. Where Provider is a state university, following any monitoring finding deficiency by DEPARTMENT, DEPARTMENT shall notify Provider in a writing specifying such deficiencies and providing Provider an opportunity within a stated time period to rectify such deficiencies or provide DEPARTMENT a reasonable and acceptable justification for not correcting such.

G. Indemnification.

1. Intentionally left blank.
2. Intentionally left blank.
3. Intentionally left blank.

H. Insurance.

1. To provide adequate liability insurance coverage on a comprehensive basis which coverage shall be in force at all times during the term hereof.
2. Upon Provider's execution hereof, unless a state agency or subdivision as defined by Fla. Stat. 768.28, to furnish DEPARTMENT with written evidence, acceptable to DEPARTMENT, of the existence and extent of such insurance coverage. This section does not limit DEPARTMENT's right to require additional insurance through other terms of this or any other Agreement nor shall DEPARTMENT's acceptance of written evidence of insurance coverage limit or release Provider of any responsibility hereunder.
3. If a county or municipality, to furnish to DEPARTMENT written verification of coverage in accordance with Fla. Stat. 768.28.
4. If a state university, to furnish to DEPARTMENT the following: (Insert

Provider Name) certifies it maintains general and professional liability protection coverage through the Florida Casualty Insurance Risk Management trust fund, established pursuant to Fla. Stat. 284.30 and administered by the State of Florida, Department of Insurance, or through (insert name of self insurance program or mark as "n/a" as appropriate), self insurance programs created pursuant to Fla. Stat. 240.213. Such protection is as described in Fla. Stat. 768.28.

I. Safeguarding Information. To adhere to any applicable professional standards of practice and relevant state and federal law with respect to client confidentiality in a manner consistent with, or exceeding the requirements of, Department of Health Information Security Policies, Protocols and Procedures, September 2000, as amended.

J. Assignments and Subcontracts.

1. To neither assign nor delegate any rights or obligations hereunder, nor subcontract any of the Services contemplated hereunder, absent DEPARTMENT's prior written approval. No approval shall waive Provider's ultimate responsibility for the performance of all the terms and conditions hereof nor shall approval be deemed in any way to provide for the incurring of any obligation of DEPARTMENT to the assignee, delagee or subcontractee or to increase DEPARTMENT's obligations above the Contract Amount. Assignments, delegations or subcontracts shall be subject to the terms and conditions hereof (except as may otherwise be provided herein) and to any conditions of approval DEPARTMENT deems necessary.

K. Return of Funds.

1. To return to DEPARTMENT any overpayment or funds disallowed pursuant to the terms hereof disbursed to Provider. Funds paid on a calendar basis shall, upon termination pursuant to ARTICLE VI, be prorated with any remainder returned to DEPARTMENT as an overpayment. Additionally, Provider shall return to DEPARTMENT any and all funds paid pursuant hereto for Services for which Provider has received payment from any other source(s) including other sources within DEPARTMENT. All of the above-referenced funds shall be considered DEPARTMENT funds. The return shall be due within forty-five (45) days following the completion or termination hereof, or within ten (10) days after the overpayment is discovered, whichever is sooner. If Provider fails to timely repay such funds, Provider shall pay to DEPARTMENT, in addition to such funds, interest at the rate set pursuant to Fla. Stat. 55.03. Interest shall accrue from the date Provider was obligated to pay such funds through the date such funds are fully paid.

2. If a state university, as an alternative to paragraph 1., upon notice of the overpayment from DEPARTMENT, to promptly inform DEPARTMENT whether Provider agrees such amount is an overpayment. Should repayment not be made within forty (40) calendar days after the date of notification and such amount is undisputed, DEPARTMENT has Provider's authority to instruct the State Comptroller's office to transfer the overpayment amount from the relevant state university account to DEPARTMENT.

L. Patents, Trademarks, Copyrights and further uses

1. Patents, Copyrights and trademarks arising, developed or created in the course or as a result of Services or in any way connected herewith are the property of DEPARTMENT and nothing resulting from Services or provided by DEPARTMENT to Provider as a result hereof may be reproduced, distributed, licensed, sold or otherwise transferred without prior written DEPARTMENT permission.

2. If a state university, paragraph 1 does not apply and the following controls: Absent DEPARTMENT's explicit notification to Provider herein of particular property to be produced hereunder that DEPARTMENT intends to retain exclusive rights to copyright, trademark or patent, Provider shall have the right to apply for copyright, trademark or patent on any property, created, developed or invented as a result hereof. Provider shall supply DEPARTMENT a copy of such property and grants all state agencies a nonexclusive, royalty free and irrevocable license to reproduce, publish and use such property for government purposes. If this Agreement contains federal funds, Provider grants the federal awarding agency, for federal government purposes, the same right it grants state agencies.

M. Reports of child abuse, abandonment or death and abuse, neglect, exploitation or death of disabled adults or elderly persons.

To comply directly and through its employees and agents with Fla. Stat. Chapters 39 and 415, in reporting abuse, abandonment, neglect, exploitation or death, as relevant, of children, disabled adults and elderly persons served directly or indirectly hereunder (1-800-96ABUSE) and, in addition, relay such report to the Program Manager within 24 hours of the making thereof. The above telephone numbers are for notice purposes only.

N. Transportation Disadvantaged. To comply with applicable provisions of Fla. Stat. Ch. 427, Chapter 41-2, FAC., and Vol. 10, Ch. 27 of the HRS Accounting Manual, on client transportation.

O. Purchasing. To purchase articles which are the subject hereof or required herefor from Prison Rehabilitative Industries and

Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the manner and under the procedures set forth in Fla. Stat. 946.515(2) and (4). For purposes hereof Provider shall be deemed substituted for DEPARTMENT for dealings with PRIDE. The preceding sentence shall be construed to mean solely that if DEPARTMENT would be obligated to purchase the property necessary hereunder from PRIDE, Provider shall be obligated to purchase such property from PRIDE. This clause is not applicable to Provider's subcontractors unless otherwise required by law.

P. Civil Rights Certification. To comply with applicable provisions of Department of Health publication "Methods of Administration, Equal Opportunity in Service Delivery."

Q. Withholdings and Other Benefits; Independent Capacity of the Contractor; Indemnification.

1. This Agreement creates no DEPARTMENT obligations:

- a. To pay social security and income tax withholdings;
 - b. To pay retirement, health or leave benefits;
 - c. To furnish services of support normally available to state employees (e.g., office space, office supplies, telephone service, secretarial, or clerical support).
2. And represents it shall not bind, nor represent to third parties it has the authority to bind, DEPARTMENT.
3. And represents that Provider and Provider's employees, agents, subcontractors, assignees and delagees are, and shall behave in all matters arising out of or related hereto, as independent contractors.

R. Sponsorship. All notices, informational pamphlets, press releases, advertisements, descriptions of sponsorship of the program research reports, and similar public notices by or for Provider arising or resulting herefrom shall comply with Fla. Stat. 286.25.

S. Lobbying, Fund-raising and Program Income. To comply with the prohibitions against expenditures of contract funds to lobby the Legislature or a state agency. Fla. Stats. 11.062 and 216.347. Fund raising activities shall not be charged to, or reimbursed from, any DEPARTMENT contract proceeds. Program income shall be used, at the direction of DEPARTMENT, to either reduce the contract award or fund additional Services. For purposes hereof, "program income" shall mean gross income received by Provider directly generated by a grant supported activity, or earned as a result hereof during the term hereof. If any payment due hereunder results directly from a budget line item submitted by

Provider and Provider's actual costs/expenditures during the hereof are less than the amount budgeted, the resulting excess payment shall be deemed "program income."

T. Staff, Facilities and Equipment. To maintain sufficient staff, facilities and equipment to deliver the Services described herein, and immediately notify DEPARTMENT whenever Provider is unable or is going to be unable to provide the required quality or quantity of Services.

U. Time of Essence Regarding Obligations of Provider, all Breaches Material. Time is of the essence with regard to each and every obligation of Provider contained herein. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach hereof.

V. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Acknowledgments and Representations regarding the Convicted and the Discriminatory Vendors List.

1. If federal funds received by Provider hereunder exceeds \$25,000.00, Provider:
 - a. certifies, by signing this Agreement, neither Provider nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation herein by any federal department or agency and, if Provider is unable to certify to any of the statements contained in this section, Provider shall attach an explanation hereto;
 - b. agrees this certification is a material representation of fact upon which reliance is placed when this Agreement is entered into. If it is later determined the signer or Provider knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment;
 - c. agrees to provide immediate written notice to the Program Manager if Provider learns its certification was erroneous when submitted or has become erroneous due to changed circumstances;
 - d. agrees the terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 1254, Debarment and Suspension, signed February 18, 1986;
 - e. agrees to not knowingly subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation herein unless authorized by the Federal Government; and
 - f. agrees to require each person or entity subcontracted hereunder receiving payment of \$25,000 or more in federal monies

submit a signed copy of this certification to DEPARTMENT.

2. If the amount of federal funds received by Provider hereunder exceeds \$100,000.00, Provider's signatory (hereinafter the "Undersigned"), on both their own behalf and Provider's, certifies to the best of their knowledge and belief, that:

- a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned or Provider, to any person for influencing or attempting to influence an officer or employee of any agency, 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;
- b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, in connection with this Federally funded agreement, Undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. the language of this certification shall be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and all subrecipients shall certify and disclose accordingly.

Undersigned and Provider acknowledge THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS AGREEMENT WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE TO MAKING OR ENTERING INTO THIS AGREEMENT IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

3. Undersigned, on behalf of himself/herself, Provider, and any affiliate thereof, represents there is no placement on either the convicted vendor or discriminatory vendor lists prohibiting this Agreement. Fla. Stats. 287.133-134.

*****END OF TEXT*****

EXHIBIT XIII
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

- (2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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 §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

signature

date

name of authorized individual

Application or Contract Number

name of organization

address of organization

EXHIBIT XIV

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS / SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$ 25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

Date

Name _____
09/04

Title _____

EXHIBIT XV

FINANCIAL AND COMPLIANCE AUDIT

This exhibit is applicable if the provider is any state or local government entity, nonprofit organization, or for profit organization. An audit performed by the Auditor General shall satisfy the requirements of this exhibit. If the provider does not meet any of the requirements below, no audit is required by the exhibit. The administration of funds awarded by the Department of Health/Department to the provider may be subject to audits and monitoring by the Department of Health/Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health/Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and other procedures. By entering into this contract, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the department. In the event the department determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health/Department regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General of the State of Florida.

Audits

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards in aggregate during its fiscal year, the provider must have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised. All funds awarded under this contract are federal funds. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditures of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. Such audits shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the department shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health/Department shall be fully disclosed in the audit report with reference to the Department contract involved.
4. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the department in effect during the audit period.
5. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such audit must be paid from the provider funds obtained from other than Federal entities.)

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes.

1. In the event that the provider expends a total amount of State awards (i.e., State financial assistance provided to the provider to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of such provider, the provider must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. All funds under this contract are federal funds. In determining the State awards expended in its fiscal year, the provider shall consider all sources of State awards, including State funds received from the Department of Health except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
3. If the provider expends less than \$500,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from provider funds obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to:
 - A. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this exhibit (in correspondence accompanying the audit report, indicate the date that the provider received the audit report); copies of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this exhibit must be sent to the Department at the following address:

Health and Social Services Department
601 E. Kennedy Blvd. 25th Floor
Tampa, Florida 33602

3. Additionally, copies of reports and management letters required by Part II of this exhibit must be sent to the following address:

- A. State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

The PROVIDER must maintain proof that the copies were submitted to the agency listed above.

- 4. Any reports, management letter, attestations, or other information are required to be submitted within 30 days after completion of the audit report but no later than 6 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes) for Local Governmental Entities or whichever occurs first. Non-Profit and For-Profit Organizations are required to be submitted within 30 days after completion of the audit report but no later than 6 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes days. Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statutes, as applicable.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of the this contract and shall allow the Department of Health or its designee, access to such records upon request. The provider shall ensure that audit working papers are made available to the department upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department.

(The remainder of page intentionally left blank.)

EXPRESS CONSENT REQUIRED BY FLORIDA LAW TO OBTAIN AND DISCLOSE HEALTH INFORMATION

Client Name _____ SSN _____

Name of Agency _____ (“Agency”)

Agency Address _____

In order to determine your eligibility to receive assistance under the Ryan White Care Act Title I, Part B, HOPWA and/or the General Revenue Programs (collectively the “Ryan White Programs”), it is necessary to obtain, access, and store in Hillsborough County’s Ryan White Information System Computer Software (“RWIS”) certain information which is confidential under state and/or federal law, in order to be in compliance and properly report data to the state or federal funding agency (“Funding Source”). It is necessary for this information to be disclosed to Hillsborough County employees who are related to the treatment, payment and operations of the Ryan White program and/or agents (“Hillsborough County”) as the program manager, to other contracted Ryan White agencies the client chooses to obtain services from, their employees and/or agents under contract with Hillsborough County to provide services under the Ryan White Programs (“Ryan White contracted providers”), state or federal funding agencies, and/or as required by the funding source (“Funding Source”) for provision of services. The information stored electronically in the RWIS includes but is not limited to the following types of information: **Demographic, Contact, Financial/Employment, Insurance, HIV-AIDS Status, Service Notes, Invoicing (Collectively “Health Information”).**

Therefore, I _____ (Print Name) hereby expressly consent (per Florida Statute) to have my Health Information stored in RWIS, shared and/or disclosed to Hillsborough County, and/or Funding Source. I acknowledge by signing this form that other agencies which are Ryan White contracted providers will need my exact name and date of birth, or my exact social security number in order to access my information. After I provide another Ryan White contracted provider with my exact name, date of birth, or social security number, I understand that they will not have access to service notes or service records from other Ryan White contracted providers. They will have access to basic client level information such as demographics, contact, financial/employment, insurance, HIV-AIDS status. I hereby hold Hillsborough County harmless for disclosure and/or release of my Health Information to any Ryan White contracted provider or Funding Source in connection with the Ryan White Program. If an agency discloses the information without proper consent, they may be liable for the disclosure as a violation of federal or state privacy laws.

I understand that Health Information obtained and stored by Hillsborough County may contain medical, mental health, substance abuse, sexually transmitted disease, tuberculosis, case management and/or HIV/AIDS information that may be deemed confidential under Florida Statutes Chapters 381, 384, 392, 394, 397, 456, 459, 490 and/or any other statute, rule or code related to medical records, testing or information that may now exist or which may be enacted in the future. I expressly agree to the disclosure to Hillsborough County, and/or Funding Source my Health Information as set forth in this form, and disclosure of my Health Information defined above, which excludes my case notes and billing information to Ryan White contracted providers.

EXPRESS CONSENT (Cont'd)

Further, I certify that the information given by me to Agency for the purpose of applying for assistance under the Ryan White Programs has been reviewed by me and is truthful and correct. I understand that once the above Health Information (excluding case notes and billing information) is provided to Agency, it may be re-disclosed by the Agency to Hillsborough County or another Ryan White contracted provider or Funding Source. However, if an agency or entity discloses the information without proper consent, then they may be liable for the disclosure as a violation of federal or state privacy laws or regulations. Therefore, I release Hillsborough County, from any and all liability arising from the re-disclosure of my information pursuant to this consent.

This consent will remain valid until revoked by me. If I revoke this consent form, I understand that I must do so in writing and that I must present my written revocation to this Agency and to Hillsborough County's Ryan White Program Manager. I understand that the revocation will not apply to Health Information that has already been released/disclosed in connection with this form. A revocation of this consent shall also constitute a revocation of any other similar consent executed by me with any other Ryan White contracted provider. A written revocation shall be effective five (5) business days after it is received. Services rendered after the date of the revocation will not be paid for by the Ryan White Program. After revocation, if I should re-apply and execute a new consent I understand my Health Information could be shared and/or disclosed as described above including to any Ryan White contracted provider.

If the signer is a guardian, legal documentation of the representative's identity and authority to act on the individual's behalf must be attached. For a minor, the parent must attach a copy of the birth certificate to this form.

I further expressly consent to give Hillsborough County and the Funding Source access to any and all records stored in the RWIS and any other records held by this Agency for the purpose of monitoring, reporting, operating, payment and administration.

I stipulate reproductions of this signed consent are authentic as original.

Client/Representative signature

Self or Representative's Relation to Client

Witness

Date

Please check to identify attachment in case of representation

___ Birth Certificate

_____ Letters of Guardianship

_____ Other (specify)

1-18-07, supersedes prior versions

HIV STATE GENERAL REVENUE SERVICES AGREEMENT WITH XXX, FOR THE PROVISION OF HIV SERVICES

This Agreement is entered into this ____ day of _____, 20____, by and between Hillsborough County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereinafter referred to as COUNTY, whose address is 601 E. Kennedy Boulevard, Tampa, Florida 33602, and XXX, hereinafter referred to as PROVIDER, whose address is XXX.

WITNESSETH

WHEREAS, Hillsborough County has been designated as the grantee agency to administer funding under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, as Amended by the Ryan White Care Act Amendments of 1996 (CARE Act), in the Eligible Metropolitan Area (EMA) comprised of Hillsborough, Pinellas, Pasco and Hernando counties; been contracted as the lead agency for Title II of the CARE Act for Hillsborough, Pinellas, Pasco, Polk, Hardee, Highlands, and Manatee Counties; contracted as the lead agency for administration of Housing Opportunities for People with AIDS (HOPWA) funds for Polk, Hardee, Highlands and Manatee Counties; and been contracted as the lead agency for administration of State General Revenue funds for AIDS-related services for Hillsborough, Pinellas, Pasco and Polk Counties; and

WHEREAS, the COUNTY, as grantee for the United States Department of Health and Human Services, and lead agency for the Florida Department of Health, is authorized to purchase services for individuals with HIV disease and their families as defined in the CARE Act; and

WHEREAS, the Title I HIV Health Services Planning Council and the Suncoast AIDS Network Title II Consortium merged on September 1, 1999, the merged entity is the West Central Florida Ryan White Care Council ("Care Council"). The Care Council establishes priorities for the allocation and recommendation of funds for certain services within the eight county area of Hillsborough, Pinellas, Pasco, Hernando, Polk, Hardee, Highlands, and Manatee (this includes the EMA); and

WHEREAS, the parties hereto, in recognition of their mutual responsibility for the provision of outpatient and ambulatory health and support services for individuals with HIV disease and their families within the area, desire to enter into an agreement whereby the COUNTY reimburses the PROVIDER for authorized services provided to eligible individuals; and

WHEREAS, the COUNTY believes it to be in the best interest of the citizens of the area for the COUNTY to enter into a contract with the PROVIDER for the provision of nonexclusive services to those eligible individuals.

WHEREAS, Section A through F of RFA # RW2-07 are hereby incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the provisions and covenants contained herein and for other valuable consideration given and received, the parties agree as follows:

ARTICLE I

Scope of Services

A. The PROVIDER will provide the nonexclusive services specified in EXHIBIT I, incorporated by this reference, to eligible persons, which include individuals and families with HIV disease, referred to the PROVIDER or acquired by the PROVIDER through a program of outreach. Eligibility is to be determined by the PROVIDER. Services will be provided during the operating hours, and at the location(s), specified in EXHIBIT I. The PROVIDER will report quarterly, by the 5th day of the month following the end of the quarter, on progress toward the measurable outcomes listed in EXHIBIT I.

B. The PROVIDER will notify the DEPARTMENT's Ryan White Program Manager in the Hillsborough County Health and Social Services Department, in writing, of any change in the PROVIDER staff person serving as Contract Coordinator, named in EXHIBIT I. The Contract Coordinator must be available to meet with the staff of the Health and Social Services Department, hereinafter referred to as DEPARTMENT, to review activities on an "as needed" basis as requested by the DEPARTMENT.

C. The PROVIDER will also notify the DEPARTMENT's Ryan White Program Manager and Accountant II, in writing, of any change in the PROVIDER staff person designated in EXHIBIT I as the contact person for processing of reimbursement requests.

D. As a participant in the Ryan White CARE Act, the PROVIDER agrees to participate in a coordinated continuum of care with other providers of services to eligible persons and agrees not to use funding under this Agreement to supplant other funding for the same or equivalent services funded herein.

E. The PROVIDER will establish internal grievance procedures in accordance with the CARE Act and approved by the COUNTY, and cooperate with the Care Council and the COUNTY in addressing all complaints and/or problems identified by clients or other care providers. The PROVIDER will establish a system through which clients may present grievances using the HRSA information presented in "Creating Partnerships That Work." The PROVIDER will advise applicants and clients of their right to appeal based on denial or exclusion from the program, failure to take into account the client's choice of service, or a complaint about the quality of service, and of their right to a fair hearing in these respects. Notice of the PROVIDER'S action or decision and the right to appeal shall be given both verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten (10) working days after same. When an applicant or client requests a fair hearing, the PROVIDER will make arrangements to provide such a hearing through its fair hearing procedure. The PROVIDER must notify DEPARTMENT staff each time a grievance is filed. All written complaints must be considered grievances.

F. The PROVIDER understands and agrees that the COUNTY will monitor program and fiscal records on a regular basis for compliance with contract terms and conditions, and that conformance to the contract will be rated and considered in future renewal and funding decisions.

G. The PROVIDER understands and agrees that the COUNTY will exercise its right to modify the contract, within thirty days of notification by the COUNTY, for the purpose of reallocating unexpended funds, in the event the PROVIDER is not achieving fiscal and/or program objectives.

H. The PROVIDER shall ask each seropositive recipient of services if they have or have had a partner at any time within the ten-year period prior to diagnosis of HIV infection. If so, the person shall be informed of the importance of notification of the partner, or former partner, of potential exposure to HIV. HIV infected persons shall be offered the assistance of public health personnel in notifying any sex or needle sharing partner. The PROVIDER shall refer those individuals choosing the assistance of public health personnel to the State of Florida Department of Health's local sexually transmitted disease control program staff.

I. The PROVIDER agrees to notify the Department of Children and Families of all entry level employment opportunities associated with this contract which require a high school education or less, so that WAGES (Work and Gain Economic Self-Sufficiency) participants can be referred to the PROVIDER. In the event that the PROVIDER employs a person who was referred by the WAGES office, the PROVIDER will inform the COUNTY.

J. PROVIDER agrees to follow the Florida HIV/AIDS Community Planning Group Standards of Care ("standards") as advisory recommendations. PROVIDER will be notified by the DEPARTMENT if the standards will become a contractual directive during this contract period.

K. PROVIDER must achieve 85% or better rating on client satisfaction survey issues related to confidentiality, and perceptions of quality, access, timeliness and availability of services.

L. PROVIDER shall ensure that 95% of individuals receiving services will have evidence in the clients file of a primary care visit at least once annually.

M. PROVIDER shall have a representative from PROVIDER agency at all Quality Management workshops.

N. PROVIDER shall assure that 100% of clients accessing services are effectively screened for other funding sources.

O. PROVIDER shall assure that 100% of clients accessing services are below 300% of the federal poverty guidelines.

P. The DEPARTMENT will conduct a survey of the PROVIDER to determine whether the PROVIDER has at least three (3) performance standards relating to Quality Management. The PROVIDER will also assure that 100% of its employees will have at least three performance standards related to quality management.

Q. PROVIDER will assure a 10% increase in the number of adherence-related educational opportunities are for PROVIDER staff over the prior years levels.

R. PROVIDER shall assure 100% of all required reports are submitted on time, failure to submit reports timely will constitute a material breach.

S. PROVIDER shall ensure that all applicants and clients are apprised of their rights to appeal a determination of ineligibility for service or other actions based on denial or exclusion from the program, failure to take into account the clients choice of service, or a complaint about the quality of service and the right to a fair hearing.

T. PROVIDER shall develop appropriate referral relationships with entities considered "Key Points of Access" to the health care system for individuals with HIV disease for the purpose of facilitating early intervention for individuals diagnosed and those who know their status but are not in care.

U. The PROVIDER must document that they have obtained Third Party Reimbursement ("TPR") training at least once annually. The DEPARTMENT prefers that the PROVIDER attend HRSA sponsored TPR training session or log onto a web based training program. PROVIDER must identify potential sources of third party ("TP") revenue for each client, refer them for eligibility determination, set up billing systems to collect from third party payers, bill available sources of TP reimbursement, and negotiate the best rate possible.

V. PROVIDER of Care Council Support services must assure that at least 10% of individuals receiving services within the area are surveyed during the needs assessment.

W. PROVIDER of Care Council Support services will assure that 75% of the goals and objectives identified in the Comprehensive Plan are achieved.

X. PROVIDER of Care Council Support services will attend meetings with the contracted Quality Management provider to assure the strategic and quality management plan can be integrated into the Comprehensive Plan, and to assure that the eight (8) recommended strategies from HRSA are incorporated within the plans. Planning Council Support provider must promote participation and notify all Care Council members of the quality management initiative and the Community Planning Partnership meetings which will discuss the strategic and quality management plan.

Y. PROVIDER of Care Council Support services will assure that a comprehensive needs assessment is conducted at least every three years with annual updates during the off years.

Z. PROVIDER's will assure that 80% of medical appointments made are kept by clients and have a client show rate for medical appointments of 80% throughout the local area.

AA. The PROVIDER will ensure that 100% of funds expended under this Agreement will be spent in conformity with all the provisions of this contract and as specified by the local Care Council.

AB. PROVIDER will work with the Care Council to utilize needs assessment data to avoid a duplication of effort and to ensure cost-effectiveness of service delivery.

AC. PROVIDER will be required to comply with all HRSA Program Policy Notices, incorporated herein by reference, along with any subsequent Policy Notice enacted during the contract period.

AD. The PROVIDER agrees and understands that the Agreement may be modified to implement any changes imposed by the State of Florida Department of Health for FY06.

AE. The PROVIDER will ensure all case managers and supervisors are provided a copy of the HIV/AIDS Case Management Standards and Guidelines.

AF. The PROVIDER will ensure all case managers and supervisors attends the 2001 Case Management Standards and Guidelines, Nuts and Bolts Training, and other required training provided by the Department of Health, Bureau of HIV/AIDS.

AG. The PROVIDER will ensure that all new staff receive orientation within the first month of employment on the scope of the case management responsibilities and the Department of Health, HIV/AIDS Patient Care Programs

AH. The PROVIDER must submit all reports in accordance with the reporting requirements outlined in the HIV/AIDS Patient Care Programs Reporting Guidance.

AI. Case management PROVIDER's must following the staffing requirements:

1. Case managers and supervisors must be qualified in accordance with the 2001 HIV/AIDS Case Management Standards and Guidelines.
2. Case managers must be provided supervisory oversight and annual performance evaluations.
3. Case managers must carry a minimum caseload of 50 per full time equivalent ("FTE"), unless otherwise approved by the Lead Agency during the contract year.
4. Other case management staff must have a case management related job description, supervisory oversight and performance evaluations.

AJ. The PROVIDER shall ensure that a minimum of 95% of identified HIV-exposed infants receive a six week supply of Zidovudine (ZDV) and that the primary caregiver(s) receive instructions on administering the medication prior to the newborn's hospital discharge.

ARTICLE II

Period of the Agreement

This Agreement shall be in effect for the period beginning July 1, 2008, and will remain in full force and effect up to and including June 30, 2009. At the sole option of the COUNTY, this Agreement may be renewed at the same terms and conditions herein for an additional four (4) periods of one (1) year each, commencing July 1st and ending June 30th. Any such renewal must be accomplished by a modification as described in Article V of this Agreement

ARTICLE III

Disbursement Rates and Requirements

A. The COUNTY will reimburse authorized expenses to the PROVIDER in accordance with the PAYMENT SCHEDULE attached as EXHIBIT II, which is incorporated by this reference. However,

the PROVIDER agrees to seek reimbursement for benefits that are available from any other responsible third party payor to pay for approved services provided to eligible persons pursuant to the terms set forth herein including, but not limited to, Medicare benefits, Medicaid benefits, commercial insurance benefits, lawsuit settlements, Victims of Crime settlements; or any other third party, individual, entity, or program that is or may be liable to pay all or part of the charges associated with this agreement (hereinafter referred to as "third parties"). General Revenue Patient Care Network funding will be used only as a last resort for services not covered by other funding sources or programs, including services provided by the "Hillsborough HealthCare" plan for qualified Hillsborough County residents, or available through other local programs funded by the State of Florida, any political subdivision of the State of Florida, or any health or social service provider for whose services a client or his/her affected family members qualify. The PROVIDER will be required to make reasonable best efforts to obtain payment from any other responsible third party payor and demonstrate to the COUNTY what efforts are made to seek reimbursement from third parties. All such reimbursements received after the COUNTY has paid for service, shall be credit to the COUNTY on the next billing subsequent to the receipt of such reimbursement. If the reimbursement is received after the termination of the contract, a refund check may be issued to "Hillsborough County BOCC".

Reimbursement and Limitations on Use of Funds

B. Except as otherwise provided herein, the PROVIDER understands and agrees to accept as payment in full, amounts paid by either the COUNTY or other third parties for services provided pursuant to this Agreement at the rates included herein; no other charges may be assessed to persons eligible for services funded under this Agreement, except that the following fees must be assessed as an annual aggregate charge limitation based upon consecutive twelve (12) month periods established by the first date of service to the client:

<u>Individual/Family Annual Gross Income</u>	<u>Total Allowable Annual Charges</u>
Equal to or below the federal poverty guideline	No charges permitted
101 to 200 percent of the federal poverty guideline	No more than 5 percent of gross income level
201 to 300 percent of the federal poverty guideline	No more than 7 percent of gross income level
More than 300 percent of federal poverty guideline	Client not eligible for services, in accordance with DOH policy.

The term "aggregate charges" applies to the annual charges imposed for all such services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, or other charges for services. All client charges received by the Provider must be reported on the monthly reimbursement request and deducted from the total amount

requested. The PROVIDER shall not impose or collect any other supplemental fees from eligible individuals.

C. PROVIDER is required to obtain proof of the client's income, including check copies, bank statements, tax returns, etc. The income documented will be used as the baseline by which the caps on fees will be established.

D. The PROVIDER further understands and agrees that funds reimbursed by the COUNTY under this Agreement may not be used for the following purposes:

1. To make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer either; (a) under a state or local compensation program, insurance policy, or any federal or state health benefits program; or (b) by an entity that provides health services on a prepaid basis.
2. To purchase or improve land, or to purchase, construct or permanently improve (other than minor remodeling) any building or other facility.
3. To make cash payments to intended recipients of services, except in the form of food or transportation vouchers, if applicable.
4. To pay for lobbying of any funding decision-making body.
5. To pay for clothing, financial loans or gifts, medical care unrelated to HIV/AIDS, or social services unrelated to HIV/AIDS.

E. If the services reimbursable under this Agreement are available under the state Medicaid plan the PROVIDER, if eligible, will enter into a participation agreement under the state Medicaid plan and will be qualified to receive payment under the state Medicaid plan at the Medicaid rates instead of the COUNTY.

F. For billing purposes medical services covered by Medicaid are bound by the same limitations imposed by the Medicaid program unless written authorizations have been obtained from the Department of Health. Medical, laboratory, and pharmaceutical services purchased through this contract on a fee for service basis shall not exceed the Medicaid reimbursement rate unless extraordinary costs, as determined and approved by the Department of Health in writing, are demonstrated.

ARTICLE IV

Budgeting and Billing Requirements

A. The PROVIDER will expend funds pursuant to this Agreement in accordance with a DEPARTMENT-approved budget. Budget approvals and budget amendments will be signed by the DEPARTMENT's Ryan White Accountant II, or his/her immediate supervisor, prior to becoming

effective. No budget approval or amendment will increase or decrease the maximum amount payable for each service listed in EXHIBIT II, Payment Schedule.

B. The PROVIDER must submit monthly invoices and all other necessary documents which verify reimbursement requests. Invoices and documentation must meet the COUNTY's auditing requirements, and must contain sufficient detail for a proper pre-audit and post-audit thereof. Requests for reimbursement for authorized expenses must be submitted on the COUNTY'S Request for Ryan White Reimbursement form attached as EXHIBIT III, incorporated by this reference. Payment will be made after all required documents are received and the authorized expenses are approved. Following approval, the completed Request for Ryan White Reimbursement will serve as the approved budget, reimbursement request/invoice document, and cumulative expenditures/remaining funds management tool. Forms developed by the PROVIDER may also be used if they present the same information contained in EXHIBIT III and are approved for use by the DEPARTMENT. The method of cost presentation must be approved by the DEPARTMENT and must be in the form of a service unit cost reimbursement. The PROVIDER will complete the Budget/Expenditures Status report on a monthly basis, and report to the DEPARTMENT on a quarterly basis, by the 15th day of the month following the end of the quarter, on line item expenditures based on actual expenditures, utilizing EXHIBIT XV, incorporated herein by reference. The PROVIDER must use their approved Condition of Award Budget as the original budget, and all expenditures must be within the approved budget. Under no circumstances can the administrative costs exceed 10% of the contract amount.

The following Supporting Documentation is to be Submitted With Each Invoice:

1. Professional services fees on a time/rate basis must be documented by a general statement of the services being provided. The time period covered by the invoice as well as the hourly rate times the number of hours worked and/or the number of units of service provided times the unit rate must be stated. All current employees providing Case Management services must keep time sheets current and made available for DEPARTMENT review as requested from time to time.
2. Documentation of service delivery is required. The PROVIDER must maintain records documenting the total number of recipients and names or unique identifiers of recipients to whom services were provided, and the dates on which services were provided, so that an audit trail documenting service provision is available.
3. Case management services provided must be documented by a certified statement that includes: method of payment shown as full-time equivalent (FTE) positions or unit cost. Billing for FTEs must include number of FTEs, cost for each FTE, and the same documentation required for administrative services as described above.

Examples of the types of support documentation that must be available upon request are listed below:

1. Salaries must be documented by time sheets, payroll registers, and a copy of the check. Fringe benefits must be documented by electronic verification numbers for payroll taxes or 941 form and a copy of the check; invoice stamped paid with check number and date paid for insurance with list of employee(s) covered; and list employees covered, amount paid for each, and a copy of the check for retirement.

2. Postage and reproduction expenses from outside vendors must be supported by paid invoices or receipts. Purchases of all in-house postage, (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
3. Receipts are required for all expenses incurred, (e.g., office supplies, printing, long distance telephone calls, etc.). Receipts are required for all expenses of this nature.

All office expenses must be documented by invoices itemizing the expenditure, stamped paid, date paid, and check number or copy of check that has been paid.

Any revenues received from the use of a sliding fee scale, third-party payers, Medicare, or Medicaid for any services described under this contract must be used solely to provide the same above mentioned services. Income received from other sources must be reported to the COUNTY.

Program Income, the income received from payments on a sliding fee scale allowed in Article III, section B., must be documented on monthly invoices, and deducted from the amount of reimbursement requested.

Each monthly invoice must be accompanied by a completed Monthly Administrative Report as described in ARTICLE VII, paragraph C., of this Agreement. Failure to submit monthly reimbursement requests and monthly Administrative Reports by the 5th day of the month following the month in which services were rendered may result in the PROVIDER's forfeiture of its claim for that specific month's reimbursement request. No payment will be made for any month unless the COUNTY has received the required client and service information for that month. Further, said failure may be considered a breach of this Agreement allowing the COUNTY to terminate this Agreement. The COUNTY reserves the right to reduce, reallocate or terminate funds for failure by the PROVIDER to achieve fiscal and/or program objectives as outlined in Exhibits I and II, in a timely manner. Such action by the COUNTY will be taken only after notice to the PROVIDER and the allowance of thirty days for the PROVIDER to remedy the failure.

The PROVIDER must provide their final reimbursement request and their final expenditure report on or before July 15, for the period July 1 through June 30.

C. Travel expenses must be billed in accordance with Section 112.061, of the Florida Statutes (2003), as amended from time to time, documented on State form C676 and follow all State of Florida, Department of Health and COUNTY requirements.

ARTICLE V

Modification

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this

Agreement will be valid unless in writing and executed by the COUNTY and the PROVIDER, except as provided below.

The Director of the DEPARTMENT is hereby authorized to approve and execute Ryan White contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes.

The Director of the DEPARTMENT is hereby authorized to approve and execute Ryan White contract modifications which reallocate funds within this Agreement or between and among various Ryan White providers' Agreements together with the corresponding change to the number of clients and/or units, or the corresponding change to line-item if a budget contract, based on each of the following parameters:

- (i). The Care Council has reallocated the funds per service category and per county based upon utilization during the program year;
- (ii). In any program year, the total amount of the reallocations under this delegation shall not exceed \$100,000 per service category and county;
- (iii). The reallocations shall be within the same funding source (Title I, Title II, General Revenue, and Housing Opportunities for Persons With AIDS ("HOPWA")) and aggregate changes will not cause the grant award to be exceeded;
- (iv). If the Care Council decreases to zero or stops funding a specific service category with a county, the Director may decrease or delete funding unless such a decrease to zero has the effect of terminating this Agreement. Termination of this Agreement would require Board action; and
- (v). Any reallocated amounts shall be allocated to Ryan White providers based on documented need and shall be distributed pro rata, based on the documented need for that service category and provider.

ARTICLE VI

Termination

A. For Breach: Unless the PROVIDER's breach is waived in writing, the COUNTY may, upon twenty-four (24) hours written notice to the PROVIDER's Contract Coordinator identified in EXHIBIT I, terminate this Agreement for said breach. Waiver of a breach of any provision of this Agreement is not a waiver of any other breach nor is it a modification of this Agreement. The aforesaid termination notice, as well as all other notices required herein, will be effective upon receipt of the written termination notice by the PROVIDER, and delivered either in person with written proof thereof, or when received via the U.S. Mail, marked certified, return receipt requested.

B. For Convenience: This Agreement may be terminated by the COUNTY for convenience upon no less than thirty (30) days prior written notice to the PROVIDER. The aforesaid termination notice will be considered received by the PROVIDER when delivered as specified in the preceding paragraph. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

C. Insufficient Funds: In the event funds to finance this Agreement become unavailable during the contract period, the COUNTY may terminate this Agreement upon no less than twenty-four (24) hours notice. The COUNTY will be the final authority as to the availability of funds for the current or any subsequent fiscal period. Notice will be given to the PROVIDER in the same manner provided in subparagraph A of this Article. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement for the period prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

D. For Failure to Satisfactorily Perform Prior Agreement: Failure to have performed any other contractual obligations with the COUNTY in a manner satisfactory to the COUNTY will be sufficient cause for termination. To be terminated as a PROVIDER under this provision, the PROVIDER must have: (1) previously failed to satisfactorily performed in any other contract with the COUNTY, been notified by the COUNTY of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the COUNTY; or (2) had any other contract terminated by the COUNTY for cause.”

ARTICLE VII

Recordkeeping, Reporting and Evaluation Requirements

A. General Record Requirements: The PROVIDER must maintain both fiscal and programmatic records adequate to submit reports as required by the COUNTY, the State of Florida Department of Health, Bureau of HIV/AIDS, and by the U.S. Department of Health and Human Services. These records include those necessary to assure proper accounting of all CARE Act grant funds, those required to document the services provided through these funds, and any others deemed necessary by the COUNTY or by the U.S. Department of Health and Human Services or the State of Florida Department of Health. All records related to this Agreement are to be retained and must be made available to the COUNTY's authorized representatives for audit or monitoring purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the period of this Agreement and for a period of six (6) years thereafter. PROVIDER must comply with requirements set forth in EXHIBIT XIII, attached hereto and made a part hereof. These records must be made available to the COUNTY's authorized representatives as well as representatives of the State of Florida Department of Health for audit, examination, excerpts, transcription, or monitoring purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the period of this Agreement and during the period of six (6) years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of this contract and shall allow the State of Florida Department of Health, the COUNTY or its designee, access to such records upon request. The PROVIDER shall ensure that audit working papers are made available to the State of Florida Department of Health, upon request for a period of six (6) years from the date the audit report is issued, and PROVIDER agrees to extend said period if so requested by the State of Florida Department of Health or the COUNTY. The COUNTY may require that copies of all fiscal and programmatic records be surrendered to the COUNTY upon termination of this Agreement. Should services provided under this contract be transferred to another provider at any time or for any reason, the PROVIDER understands and agrees to transfer copies of the client records to the new provider agency within fifteen days of said transfer, in a manner that protects the integrity of the records and the confidentiality of the

clients. Any document requested by the State of Florida Department of Health, must be provided within 24 hours notice.

B. HIV Status and Eligibility: The PROVIDER must authenticate and record the HIV status of all clients receiving services funded under this Agreement in accordance with United States Department of Health and Human Services policies and procedures.

Failure to document the HIV status of clients served will be considered cause for withdrawal of funds and termination of this Agreement by the COUNTY. These records must be made available to COUNTY staff for inspection to validate eligibility of clients served. It is the PROVIDER's responsibility to obtain any required client Consent and/or Release of Medical Information forms to assure client confidentiality under current law and to allow County staff access to such records for the purposes described in this Agreement including access to the information in any Management Information System used by the PROVIDER and/or established by the DEPARTMENT. The PROVIDER must have the Express Consent Required by Florida Law to Obtain and Disclose Health Information signed by the client prior to accessing or imputing client information into the RWIS, attached as Attachment C, attached hereto and made a part hereof. In the event a client revokes the consent, the PROVIDER must notify the DEPARTMENT immediately in writing via fax. The PROVIDER must also send a copy of each signed consent form to the DEPARTMENT within 48 hours. The PROVIDER must fax a copy of the consent and/or revocation to the individual designated by the Ryan White Program Manager to the secure fax server number provided in writing by the Ryan White Program Manager. The designated individual and secure fax number will be provided to the PROVIDER prior to the implementation of RWIS, the PROVIDER will also be notified of any staff changes or fax number changes related to RWIS in writing by the Ryan White Program Manger. The COUNTY agrees to maintain client confidentiality to the extent required by law. Client eligibility will be determined by the PROVIDER in accordance with the policies of the CARE Act, the Care Council, and the COUNTY as grantee. No residency requirement shall be applied to clients who otherwise qualify and are eligible for service.

Client eligibility will be determined by the PROVIDER in accordance with Title II of the Ryan White CARE Act (42 USC 300ff), and the policies and guidelines of the State of Florida, Department of Health, Bureau of HIV/AIDS, the Care Council, and the COUNTY as grantee. No residency requirement shall be applied to clients who otherwise qualify and are eligible for service.

The PROVIDER shall have written procedures to ensure that staff and volunteers will maintain the confidentiality of client records related to the services provided under this contract, as specified in Sections 384.29 and 381.004(3), 392.65 and 456.057, Florida Statutes (2003), as amended from time to time, and all applicable state and/or federal laws and/or regulations. The PROVIDER shall have each employee and volunteer with access to confidential client information, complete and date a memorandum of understanding regarding confidentiality of client information in the form attached hereto as Exhibit X. Client records shall be kept in secured storage containers or equipment, in secured locations, within the physical location of the PROVIDER and must comply with HIPAA Security Rules and Regulations.

C. Reporting: The PROVIDER will submit the Monthly Administrative Report included as Exhibit IV, incorporated by reference. The Monthly Administrative Report provides client-level information,

including client identifier number and specific demographic data for each new client served, and summarizes the number of individuals served during the reporting period, and the units of service provided. Additional information may be required by the COUNTY, State of Florida, Department of Health or the United States Department of Health and Human Services. The COUNTY and the PROVIDER mutually agree the confidentiality of the clients served by the PROVIDER under this Agreement will be strictly observed, as required by applicable law, in any reporting, auditing, invoicing, program monitoring and evaluation. Monthly requests for reimbursement will not be processed unless accompanied by a completed Monthly Administrative Report.

Acceptance of this Agreement indicates the PROVIDER'S assurance that it will comply with data requirements of the Office of Management and Budget (OMB) approved Care Act Data Report ("CADR") annually. If the PROVIDER receives both Title I and Title II funding, the PROVIDER shall submit a copy of the same CADR for both contracts, reflecting all clients served under both Titles in the report. The PROVIDER is also required to submit the pharmaceutical portion of the Care Act Data Report if pharmaceutical services are provided under this Agreement. The DEPARTMENT requires the submission of reports regarding achievement in meeting the Measurable Outcomes listed in EXHIBIT I on a quarterly basis. Therefore, the PROVIDER shall submit an aggregate quarterly report to the COUNTY by the 15th of the month following the quarter being reported (see schedule below). Reports must be submitted in a timely manner.

Quarterly Reporting Period	Report Due
July 1 – September 30	October 5
October 1 – December 31	January 5
January 1 – March 31	April 5
July 1 – June 30	July 5

PROVIDER agrees to comply with any and all requests for information for State and/or Federal reports or the Federal Grant Application.

D. The PROVIDER must comply with the Audit requirements set forth in EXHIBIT XIII, attached hereto and made a part hereof. Unless the Audit requirements in EXHIBIT XIII, require otherwise, audits will be completed no later than six (6) months after the end of the PROVIDER's fiscal year. The audit must be conducted in accordance with the applicable OMB Circular, as amended, Program Audit Guide, or Government Auditing Standards. Audits will be submitted to the DEPARTMENT within thirty (30) days of receipt by the PROVIDER and will include the management letter and corrective action plan. PROVIDERS must have audits performed for each fiscal year during which Ryan White federal assistance has been received. Any PROVIDER with less than \$500,000 in total federally funded contracts is required to submit an unaudited financial statement no later than two (2) months after the end of the PROVIDER's fiscal year. The PROVIDER understands that failure to meet this requirement after written notice from the COUNTY and an opportunity to cure within the time from specified in said notice, shall constitute a material breach. In addition, such failure can result in loss of current funding and disqualification from consideration for future COUNTY administered funding.

E. Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$100 or more per unit, and an expected useful life of at least one year, and hardback bound books that are not circulated to students or the general public, the value or cost of which

is \$100 or more. Hardback books with a value or cost of \$25 or more should be classified as an Other Capital Outlay (OCO) expenditure only if they are circulated to students or to the general public.

The PROVIDER is responsible for providing equipment necessary for the successful completion of this contract. No equipment will be paid by this contract. Non-expendable property acquired by the PROVIDER under this Agreement will be maintained, inventoried, and controlled in accordance with the equipment management requirements established by the COUNTY and in accordance with the Public Health Service Grants Policy Statement. Items of equipment which cost in excess of \$25.00 will also be physically tagged with COUNTY property control numbers. In accordance with the FY 1995 Appropriations Act (P.L.103-333) and advice from the Health Resource and Services Administration (HRSA), all equipment and products purchased with grant funds should be American-made. The PROVIDER shall not dispose of unused expendable property or non-expendable property purchased under this contract, except with prior written approval from the COUNTY.

Title (ownership) to all unused expendable property and non-expendable property acquired with funds from this contract shall be vested in the State of Florida, Department of Health.

The PROVIDER shall receive written approval, through the County, from the appropriate Department of Health approving authority prior to the purchase of any Information Technology Resource (ITR) made as part of this contract, by means of an Information Resource Request (IRR) form. Information Technology Resources are data processing, hardware, software, services, supplies, maintenance, training, personnel and facilities. Reimbursement will not be approved for any ITR purchase or payment made prior to the County and State's written approval on an IRR form.

The client has the title to prescriptive medical personal property purchased under this contract for the use and benefit of the client, as identified in the Individual Care Plan.

F. The PROVIDER agrees to participate in evaluation studies and needs assessments sponsored by the U.S. Health Resources and Services Administration and/or analyses carried out by or on behalf of the COUNTY or the Care Council to assess the needs of the HIV target population or to evaluate the appropriateness and quality of services provided. This participation will, at a minimum, include permitting right of access to staff involved in such efforts to PROVIDER's premises and records, consistent with client confidentiality requirements, and to participate in meetings scheduled for such purposes.

G. At least one authorized representative of the PROVIDER organization is required to attend all PROVIDERS meetings held by the DEPARTMENT to exchange important contractual, fiscal and program information. Absences of PROVIDER representatives, due to emergencies, may be excused by the DEPARTMENT.

H. Records shall contain documentation of the client's eligibility requirements, all past and current individual plans of service, other eligibility documentation, individual case notes documenting and detailing service provided, correspondences, invoice or other financial records, and any other documents necessary to provide services to the individual client.

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I. LIQUIDATED DAMAGES:

1. If the PROVIDER fails to perform or provide for any of the items listed in paragraph three below within ten (10) business days after the DEPARTMENT has given PROVIDER written notice of PROVIDER's failure to perform; Liquidated damages shall be assessed against the PROVIDER for each calendar day that the COUNTY is harmed and will incur administrative expenses incidental to the PROVIDER's failure to perform as required.
2. Both parties agree that any liquidated damages imposed are for the harm incurred by the COUNTY administratively, which costs are difficult to quantify, and shall not be construed as a penalty. Imposition of liquidated damages will in no way limit the COUNTY's ability to pursue all other legal remedies and other substantiated costs incurred by the COUNTY.
3. COUNTY shall be entitled to assess liquidated damages and deduct same from the monthly billing of the PROVIDER for each of the following occurrences:
 - a. Failure to provide within the time period set forth in the Agreement any reports, audits, and/or financial statements required pursuant to Articles I, IV, VII except as expressly excluded therein, and XVI of this Agreement will be assessed \$50.00 per day.

Assessment of liquidated damages is in addition to any other incidental, consequential or other damages that the COUNTY may be entitled to pursuant to law.

J. The PROVIDER must comply with all requirements listed in Exhibit XII.

K. Proof of Ambulatory/Outpatient Medical Care: The PROVIDER must obtain proof that the client has been to an ambulatory/outpatient medical care ("primary care") provider at least once annually. Any services provided to a client without proof of primary care will not be eligible for reimbursement. This paragraph is excluded from the Liquidated Damages provision.

L. Case Management PROVIDER's will be required to attend case management training sessions funded under Title I, as well as any State of Florida, Department of Health sponsored training sessions, which the PROVIDER is granted access to attend.

M. All case managers, mental health counselors and medical staff in Hillsborough and Pinellas Counties must identify Hispanic and African American clients who 1) have been referred to primary care but have not accessed it, or 2) are accessing care inconsistently. The PROVIDER must obtain the proper release of information from the client and refer those clients to the Ryan White Title I contracted Medical Educators or Adherence Liaisons.

N. The PROVIDER must have the ability to provide documents requested by the DEPARTMENT in an MS Word format, while files containing data must be submitted in an Excel format. The DEPARTMENT will notify the PROVIDER if the documents are to be provided electronically or on a disc. The PROVIDER agrees to provide the items as requested within the timeline established by the DEPARTMENT.

O. The PROVIDER shall develop a service delivery system consisting of 8 hours per day, 5 days per week, excluding State of Florida, Department of Health holidays. The COUNTY will only reimburse the PROVIDER for services rendered, therefore the COUNTY will not reimburse the PROVIDER for

days in which they are closed excluding State of Florida, Department of Health holidays. Time sheets must document hours worked. The PROVIDER must notify the DEPARTMENT in writing and with 30 days prior notice of the days their offices will be closed.

ARTICLE VIII

Legal Governance

Unless otherwise specified, this Agreement is governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when the services provided herein are funded by the United States government, and venue will be in Hillsborough County, Florida.

ARTICLE IX

Statement of Assurance

During the performance of this Agreement, the PROVIDER herein assures the COUNTY that said PROVIDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, in that the PROVIDER does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the PROVIDER's employees or applicants for employment. The PROVIDER understands and agrees that this agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the PROVIDER herein assures the COUNTY that said PROVIDER will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of the services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference. This statement of assurance will be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability. In instances where the total payments to be made to the PROVIDER by the COUNTY under this Agreement amount to \$10,000 or more, the PROVIDER (as contractor) will abide by the provisions of the HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE attached as EXHIBIT V and incorporated by reference.

ARTICLE X

Assignment and Subcontracting

It is understood and agreed that this Agreement may not be assigned without the prior written consent of the COUNTY. All requirements of this contract must be included in all subcontracts or assignments, unless waived in writing by the COUNTY.

ARTICLE XI

Notification Requirement

The PROVIDER and COUNTY will give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the services provided herein. If the PROVIDER observes that

any of the provisions of this Agreement are at variance therewith, the PROVIDER will give the DEPARTMENT prompt written notice. Any necessary changes to the provisions contained herein will be adjusted by an appropriate modification.

ARTICLE XII

Indemnification and Insurance Requirements

Liability in any tort action arising out of the performance or non-performance of the obligations contained herein, or any related matter, shall be subject to and within the limitations of the provisions of Florida Statutes Section 768.28(2002). Further, except for if the COUNTY defaults on its payment obligations as stated herein, PROVIDER agrees not to name or add COUNTY as a party to any action or claim arising out of or related to the subject matter covered by this agreement, whether said action is initiated directly by PROVIDER or indirectly by or through another state agency or office or a federal agency or office.

ARTICLE XIII

Automation Requirement

The COUNTY is in the process of developing a new Management Information System ("MIS") for the Ryan White Program. Various components of the MIS will be added over time. Once the basic components of the MIS are in place all providers will be required to use the MIS. Upon execution of this Agreement PROVIDER shall notify the DEPARTMENT in writing of PROVIDER's selection to either (1) use the COUNTY's MIS to perform invoicing and reporting functions ("Data Entry"); or (2) maintain client data in their own data system with the ability to electronically send invoice and report data to the COUNTY ("Electronic Submissions"). Under Electronic Submissions if PROVIDER is a covered entity under HIPAA, then PROVIDER shall transmit its billing and reporting information in a HIPAA standard transaction format. All costs related to the PROVIDER's programming, formatting, or submission of HIPAA Transactions through a clearinghouse or translator product will be the PROVIDER's sole responsibility. If PROVIDER is not a covered entity under HIPAA, then PROVIDER shall transmit its billing and reporting information in the designated County format.

The PROVIDER shall maintain their own computers, information systems, licenses, virus protection software, passwords, networks, and other such logging and access control systems and procedures as to provide reasonable assurance as to the Privacy and Security of any Protected Health Information ("PHI") and/or Electronic PHI ("EPHI") that they create, maintain, store, or use in conjunction with the Ryan White Program.

PROVIDER must have a mechanism of capturing, billing and reporting data required by this Agreement and HRSA. Failure to capture, bill and report required data will result in termination of this Agreement. The COUNTY will no longer provide computer resources, support and maintenance of computer hardware or software, Internet services or communication lines. All future repairs, maintenance, licensing, security mechanisms, and telecommunications costs are the responsibility of the PROVIDER.

Furthermore, the PROVIDER agrees to comply with all HIPAA, if applicable, and Ryan White Care Act guidelines applicable for Privacy, Confidentiality, Security and applicable records retention laws for any Ryan White related data in their control.

PROVIDER is responsible for securing access to computers and performing periodic review and maintenance of all hardware used for Ryan White data collection for their agency. The maintenance of these computers will include the following:

1. PROVIDER must purchase and use either a software or hardware firewall.
2. PROVIDER must purchase and use an anti-virus security software package installed on each of their personal computers.
3. PROVIDER is responsible for keeping all operating systems, firewalls and anti-virus security software products up to date as suggested by each of the appropriate software vendors. PROVIDER agrees to provide access to DEPARTMENT staff to inspect and monitor that these measures are being followed.
4. Failure to meet these requirements or keep in step with prevailing HIPAA, if applicable, Federal or State requirements for securing Ryan White data will result in termination of this Agreement.

PROVIDER shall not input in the MIS psychotherapy notes, as that term is defined in the HIPAA Rules Governing the Standards for Privacy of Individually Identifiable Health Information.

The PROVIDER shall provide all required reporting and billing data in a format that shall be designated by the DEPARTMENT. PROVIDER agrees to modify this Article as necessary to correspond to the specific method or methods that will be used for data collection coinciding with the implementation of the MIS. It is also anticipated that data collection, billing and reporting requirements may change during the life of this Agreement and PROVIDER agrees to comply with those requirements. The PROVIDER will make the necessary adjustments in their data collection, billing and reporting systems and methodologies to continue to comply with this Article.

If PROVIDER is a covered entity under HIPAA, PROVIDER agrees to enter into a Trading Partner Agreement with the COUNTY to specify the conditions of electronic data transfers and to conform to Health Insurance Portability and Accountability Act ("HIPAA") mandates of transaction and code sets.

If PROVIDER is not a covered entity under HIPAA, PROVIDER agrees to comply with the MIS Protocols and Procedures to be developed by the DEPARTMENT. The MIS Protocols and Procedures will among other things specify the format and conditions of electronic data submissions. Electronic exchange of all Ryan White related data will employ a secure technology preapproved by the COUNTY. The COUNTY will not be responsible for costs incurred by the PROVIDER to submit electronic report and claim data.

Supporting documentation required to accompany line item claims will still be required for match up to the electronic submission. Detailed back up for billings, reports, etc., may be required to accompany electronic submissions and data entry.

Client Registration:

For billing and reporting all clients must be registered and have a number to uniquely identify said client in the MIS, a Client Identification Number ("CIDN"). CIDN shall be generated by the MIS.

Upon implementation of the MIS and upon the client's first contact with PROVIDER after implementation of MIS. PROVIDER shall conduct a thorough look-up in the MIS to determine whether the client has been previously registered. The look-up will require that PROVIDER enter basic client information such as name, date of birth, social security number, etc., in the MIS to locate a match. If the client has been previously registered PROVIDER will use that client's CIDN. If the client has not been previously registered, then PROVIDER will input the basic demographics of that individual and a CIDN will be generated for said client. Duplication of clients within the system is strictly prohibited. PROVIDER shall submit billing and reporting data to the COUNTY using the clients CIDN. Data that cannot be linked to a registered client will be rejected. The DEPARTMENT will designate a contact person to assist the PROVIDER in resolving questions that arise regarding client registration. It is the PROVIDER's responsibility to obtain the appropriate consents from the client prior to conducting a look-up.

Security of Electronic Claim Submissions

Any electronic exchange of Ryan White related data will utilize SSL ("Secure Socket Layer") technology. The COUNTY will implement a certificate and public ID that are issued by a trusted root certificate authority ("CA") - such as VeriSign.

HIPAA Covered Entities and Supported Transactions

PROVIDER's that are HIPAA Covered Entities shall submit all electronic claim data to the DEPARTMENT in HIPAA standard transaction format for the 837P claim. A draft version of the Companion Guide for the COUNTY's 837P transaction format can be obtained upon request from the DEPARTMENT.

All costs related to the PROVIDER's programming of the HIPAA Transactions including the 837P, or for clearinghouse submission of the 837P will be the PROVIDER's sole responsibility.

Providers may also use the 270/271 Eligibility Inquiry transaction to verify if a client is registered in the MIS. If the client is not found, the PROVIDER will need to complete data entry registration before claims or reporting data can be accepted electronically. Other transactions supported at this time for the Ryan White Program will be the 276/277 Claim Inquiry and the 835 Remittance Advice.

The DEPARTMENT will only accept electronic claim data from a Covered Entity that is in HIPAA standard transaction format. If the Covered Entity is working towards a compliance plan for the electronic claim submission, the PROVIDER shall certify to the COUNTY upon execution of this Agreement that it has a contingency plan and is making a good faith effort to move towards compliance within one year. Beyond that one year, the COUNTY shall not accept transactions that are not in the required HIPAA standard transaction format.

Each staff member of the PROVIDER agency who needs access to the Ryan White Information System Computer Software ("RWIS") for client, billing or data input will be provided a RSA SecurID® token for their sole use. If the PROVIDER's staff member(s) lose(s), misplace(s) or has their RSA SecurID® token stolen the PROVIDER will be charged \$60.00 for each replacement. The PROVIDER's staff member(s) who lose, misplace or have their token stolen will not be able to input information or utilize the system until a new token is purchased. A new token will not be issued until PROVIDER issues a check for \$60.00 made payable to Hillsborough County BOCC and mails said check to the Ryan White Program Manager. The replacement token will be issued upon receipt of proof that the check has cleared the COUNTY's bank account. The PROVIDER has 30 days from the reported loss, misplacement or theft to deliver a check to the COUNTY. If for some reason the DEPARTMENT does not receive payment for the token, the DEPARTMENT will offset the cost of the token by deducting \$60.00 from the next invoice/reimbursement request. If for any reason the PROVIDER's contract is terminated, not renewed, or the PROVIDER is no longer funded, the PROVIDER must return all tokens issued to the PROVIDER agency within 30 days of termination or non renewal of contract(s). The PROVIDER will need to issue a check for all tokens not returned to the DEPARTMENT at a cost of \$60.00 each. The check must be made payable to Hillsborough County BOCC and mailed to the Ryan White Program Manager. If the PROVIDER does not submit a check for the token(s) within 30 days of loss of funding, the DEPARTMENT will offset the cost of the token(s) by deducting \$60.00 per token from the next or final invoice/reimbursement request.

Additionally, if the PROVIDER terminates employment of a staff member who was issued a token, or if the employee resigns, the PROVIDER has the responsibility to collect the token from the employee, notify the DEPARTMENT of their employment status within 24 hours of termination/resignation in order that the token be disabled by the DEPARTMENT. If the position will be filled with a new employee within 30 days, the PROVIDER must notify the DEPARTMENT of the new employee information so that the token may be activated in the new staff members name.

ARTICLE XIV

Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid or illegal, the remainder of the Agreement shall not be affected by such invalidity or illegality and shall remain in full force and effect.

ARTICLE XV

Independent Contractor Requirement

The PROVIDER will carry out, or cause to be carried out, all of the services required herein as an independent contractor. The PROVIDER will not represent itself as an agent, sub-agent, or representative of the COUNTY. All services described herein will be carried out by persons or instrumentalities solely under the PROVIDER's control and supervision.

ARTICLE XVI

Customer Satisfaction Survey

The PROVIDER will be required to participate in the Customer Satisfaction Survey Program by distributing DEPARTMENT-approved survey forms to the clients. The results of the survey must be reported to the DEPARTMENT annually on or before March 15. The DEPARTMENT's Ryan White staff will advise the PROVIDER of any significant client-perceived deficiencies in performance, as well as significant positive client feedback. Client satisfaction surveys are to be sent to all clients served during the contract period by the end of the contract period, with results reported to DEPARTMENT. PROVIDER shall achieve 85 percent or better rating on the client satisfaction survey administered by the PROVIDER. If an 84 percent or less satisfaction rate is received on the above referenced survey a corrective action plan ("plan") must be submitted within 30 days. If the corrective action plan is not submitted within 30 days the COUNTY will withhold reimbursement requests until the plan is submitted. Additionally, the PROVIDER will be required to submit a follow-up survey 3 months after submitting the plan.

ARTICLE XVII

Political Limitations for County Contracts with Private Non-Profit Corporations

Service PROVIDERS must not participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE XVIII

Public Entity Crimes Statement

If the amount of the Agreement is ten thousand dollars (\$10,000) or more, the PROVIDER shall certify by sworn statement that it has not been charged and convicted of a Public Entity Crime, nor is it in violation of any state or federal law involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation as stated in Exhibit VII, attached hereto and made a part hereof.

ARTICLE XIX

Compliance

The PROVIDER shall comply with all applicable federal laws, state laws, and local codes, statutes, ordinances, rules, and regulations, including the Hillsborough County Contractor Guidance and Policies Manual ("Manual"). The State of Florida, Department of Health, Bureau of HIV/AIDS has established a manual which sets forth various forms, rules, and criteria on the provision of all services. The PROVIDER acknowledges that by signing this Agreement that they have received a copy of the manual referred to as the HIV/AIDS Patient Care Resources Administrative Guidelines; 2001 HIV/AIDS Case Management Standards and Guidelines ("Guidelines") incorporated herein by reference. The PROVIDER must review and read the guidelines carefully. The PROVIDER must comply with each and every requirement and

must maintain documentation of compliance, for the period of this Agreement. In the event of a conflict between this Agreement and the Guidelines, the requirements of the Guidelines shall control. However, the PROVIDER must notify the DEPARTMENT immediately of any conflict. To the extent any portion of this Agreement conflicts with the Manual, the Manual shall control, unless it conflicts with a federal or state statute or regulation. In the event there is a conflict between the Manual and the Guidelines the Guidelines shall control. The PROVIDER represents that it has and shall maintain all the necessary licenses to provide the services set forth in Exhibit I of this Agreement, and that the person executing this Agreement has the authority to do so.

ARTICLE XX

Costs

Each party shall be responsible for their respective attorneys' fees and costs, including but not limited to costs and attorneys' fees associated with administrative hearings, court proceedings and appellate proceedings.

ARTICLE XXI

Waiver

A waiver of any performance or breach by either party shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any subsequent default of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XXII

Additional Rights and Remedies

Nothing contained herein shall be construed as limitation on such other rights and remedies available to the parties under the laws which may now or in the future be applicable.

ARTICLE XXIII

Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits attached hereto, the contents of the exhibits shall control over the contents of the Agreement. In the event of any conflict between the provision of this Agreement and Sections A through F of RFA # RW2-07, the terms of this Agreement shall control. If there are any conflicts between the Agreement and the Guidelines listed in Article XIX the Guidelines shall control. However, the PROVIDER must notify the DEPARTMENT of any conflicts.

ARTICLE XXIV

Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE XXV

P.L.103-227, Pro-Children Act of 1994

PROVIDER understands and agrees that it is in compliance with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), and shall remain in compliance during the term of this Agreement and any renewal thereof. Provider shall certify by notarized statement its compliance on EXHIBIT VIII which is attached hereto and incorporated herein by reference.

ARTICLE XXVI

Headings

Article headings have been included in the Agreement solely for the purpose of convenience, and such headings shall not have legal effect or in any way affect the extent of, or the interpretation of, any of the terms of the Agreement.

ARTICLE XXVII

In accordance with the FY 1995 Appropriations Act (P.L. 103-333) and HRSA advise, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

As required by Florida Statute Section 286.25 (2002), as amended from time to time, if the PROVIDER is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and Hillsborough County, and the State of Florida Department of Health". If the sponsorship reference is in written material, the words "Hillsborough County" and the "State of Florida Department of Health" shall appear in the same size letters or type as the name of the organization.

ARTICLE XXVIII

Drug Free Workplace

The Provider will assure the County it will administer, in good faith, a policy designed to ensure that the Provider is free from the illegal use, possession, or distribution of drugs or alcohol. As part of such policy, the Provider will require, as a condition of employment, that each employee notify their supervisor within five (5) days if they have been convicted under a criminal drug statute for activity occurring at the workplace or outside the workplace, if the offense could be reasonably expected to affect the Provider's function. The Provider will, in turn, immediately notify the County of the occurrence as well as any and all corrective action taken. A criminal drug statute is any law, federal, state, or local, which makes unlawful the manufacture, distribution, dispensation, or possession of any controlled substance or illegal drug.

ARTICLE XIX

Incident Reporting

The PROVIDER shall, in accordance with the Department of Health client risk prevention system, report those reportable situations listed in HRSR 215-6 paragraph 5, in the manner prescribed therein. In addition, an employee of the PROVIDER who knows or has reasonable cause to suspect that child, aged person, or disabled adult is or has been abused, neglected or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

ARTICLE XXX

Patents, Copyrights, and Royalties

If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the PROVIDER shall refer the discovery or invention to the State Department of Health, through the COUNTY, to determine whether patent protection will be sought in the name of the State of Florida. In the event any books, manuals, films, or other copyrightable materials are produced, the PROVIDER shall notify Department of Health. Any and all patent rights and copyrights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

The PROVIDER, without exception, shall indemnify and hold harmless the COUNTY and State of Florida and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the PROVIDER. If the PROVIDER uses any design, device, or materials covered by letters, patent or copyright, it is agreed and understood without exception that the fees for service shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

ARTICLE XXXI

Certification Regarding Lobbying

PROVIDER shall comply with the certification provisions set forth in ATTACHMENT B.

ARTICLE XXXII

PROVIDER understands that it is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), and 42 USC Section 7401 et seq., the Federal Water Pollution Control Act as amended 33 USC 1251 et seq., 40 CFR 35.6595, and shall remain in compliance during the term of this Agreement and any renewal or amendment thereof. Violations shall be reported to the United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

PROVIDER understands that it is in compliance with the Energy Policy and Conservation Act 45 CFR 92.36(I)(13), 45 CFR 92.37 (b), as well as Debarment and Suspension 45 CFR 74 App A (8), and shall remain in compliance during the term of this Agreement and any renewal thereof.

ARTICLE XXXIII

A. Use of Volunteers: The PROVIDER will make maximum use of all available community resources, including volunteers serving under the Domestic Volunteer Services Act of 1973 (PL 87-394), and other appropriate voluntary organizations. The use of such services shall supplement, but shall not be in lieu of, paid employees.

B. Standards for Services and Construction of Facilities: The PROVIDER will ensure that the facilities and buildings used to provide services under this contract meet the standards specified in 45 CFR 1386.17, Standards for Services and Construction of Facilities. The PROVIDER will also comply with those standards required by local fire and health authorities.

C. Accessibility: The PROVIDER ensures that buildings used in connection with the delivery of services accessed under this contract will meet standards adopted pursuant to the Act of August 12, 1968 (42 U.S.C. 4151-4157), known as the Architectural Barriers Act of 1968.

D. Auxiliary Aids for Persons with Sensory, Manual, or Speaking Impairments: The PROVIDER will provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to participate in or benefit from Department of Health programs and services. The use of auxiliary aids will be at no cost to the client, employee or applicant.

ARTICLE XXXIV

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

PROVIDER, as a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for PROVIDER to comply with the HIPAA laws shall be borne by PROVIDER. All HIPAA compliance dates must be satisfied and PROVIDER must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by COUNTY's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the COUNTY upon request. PROVIDER is required to fully cooperate with any and all audits, reviews and investigations conducted by COUNTY, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

PROVIDER, as a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the DEPARTMENT (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

(The remainder of page intentionally left blank)

ARTICLE XXXVI

Entire Agreement

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the PROVIDER and the COUNTY have executed this Agreement the date first above written.

ATTEST: Pat Frank, Clerk
of Circuit Court

COUNTY: Hillsborough County, Florida

BY: _____
Deputy Clerk

BY: _____
Chairman of the Board of
County Commissioners

ATTEST: For the PROVIDER

PROVIDER: XXX

Witness

BY: _____
Authorized Representative

Title

Witness

Date Signed

<i>Dept.</i>	<i>Approval</i>	<i>Date</i>
<i>Contracts</i>	<u>N/A</u>	<u>5/26/06</u>
<i>Legal</i>	_____	_____

ACKNOWLEDGMENT OF PROVIDER, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____
(Date) (Name of officer or agent, title of officer or agent)

of _____ a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)
on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____
(Type of Identification)
as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGMENT OF PROVIDER, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____,
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf of _____, a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____
(Type of Identification)
as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGMENT OF PROVIDER, IF A GOVERNMENTAL ENTITY

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____,
(Date) (Name of person acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____
(Type of Identification)
as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

EXHIBIT I

SCOPE OF SERVICES

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

To be completed upon award.

B. UNIT OF SERVICE:

To be completed upon award.

C. PROVIDER's Contract Coordinator for this contract:

1. Name: XXX
2. Address: XXX
3. Phone/FAX: XX

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

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

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

F. PROVIDER's operating hours:

1. Mon-Fri 8:00 AM to 5:00 PM

(The remainder of page intentionally left blank.)

G. MEASURABLE OUTCOMES for this contract period are:

To be completed upon award:

1. A minimum of XXX unduplicated individuals will be served, as documented in monthly administrative reports, and substantiated in case records;
2. A minimum of XXX units of service will be provided, as documented in monthly administrative reports, and substantiated in case records;
3. Client satisfaction surveys to be sent to all clients served during each budget period by the end of each budget period;
4. The PROVIDER must report on all outcomes defined by the Quality Management program.
5. Documentation of responses on 95 percent of client complaints.
6. Documentation of the provision of orientation and regularly scheduled and appropriate training of all program staff.

H. STAFFING REQUIREMENTS:

1. Professional Qualifications: Staff carrying out the administrative responsibilities of this Agreement will have sufficient education and experience to effectively carry out the provisions of this Agreement. Professionals under this Agreement will have appropriate licensure, when appropriate, and adequate documented experience working with the HIV/AIDS population. It will be the responsibility of the PROVIDER to ensure these qualifications are met. The PROVIDER shall act in accordance with any subsequent written policies set forth by the Department of Health.

2. The PROVIDER shall comply with state standards as defined in the State Operating Procedure HRSP 60-02, and as mandated in Florida Statutes Section 110.1127 regarding employee security checks. The PROVIDER shall perform a thorough and complete Florida Department of Law Enforcement and Federal Bureau of Investigation background screening which includes fingerprinting, as a condition of employment for all persons in their agency who are employed in this area and who might have access to sensitive information.

1. It is the responsibility of the PROVIDER to ensure that the HIV/AIDS Patient Care Review, A Quality Assurance Package, is being followed.

I. FACILITY STANDARDS:

1. The PROVIDER agrees that any facility used in the provision of services pursuant to the Agreement shall comply with state and local fire and health codes, Americans with Disabilities Act standards, and all other codes which would apply if space so utilized were owned or leased by the state.

J. STANDARDS DEFINITIONS:

Specific parameters by which the delivery of service will be evaluated:

(1) 100% of clients who report problems to the PROVIDER will have those problems addressed in a timely and appropriate manner. Barring any extraordinary circumstances, an initial contact with the client to address the problem should occur within one week of receipt of the complaint.

(2) All requests for reimbursement shall be submitted in a timely manner.

(3) PROVIDER will ensure that all staff members obtain a legally authorized release from each client in order to release or obtain any verbal or written information about the individual/family. Authorized releases shall be valid for a period of one calendar year and shall be renewed annually. A separate release/signature shall be required for each agency or provider from which information is being requested or to whom information is being released.

(4) The PROVIDER will ensure that documentation exists to verify that 100% of PROVIDER's staff receive required and appropriate training in a timely manner. All orientation and case management training shall occur within 60 days of the employee's date of hire. Said documentation shall be kept in each employee's personnel file and shall be available for review during monitoring visits by the DEPARTMENT or the State of Florida, Department of Health.

The remainder of this page has been left blank intentionally.

EXHIBIT II

PAYMENT SCHEDULE

- A. The maximum amount payable by the COUNTY under this Agreement for XXX is **XXX Dollars (\$XXX.00)**, and will be reimbursed at the rate of \$XXX per unit; and
- B. The PROVIDER will request reimbursement from the COUNTY for actual expenditures or services on a monthly basis, based on the service unit cost approved by the COUNTY.
- C. Services provided to clients who are pending third party eligibility shall not be billed to this contract until third party eligibility is denied. However, all services provided to clients pending third party eligibility during the final month of the contract may be billed on the final invoice. The PROVIDER will reimburse the COUNTY for all third party receipts related to the above services. The usual method of reimbursement will be by credit to the PROVIDER's first billing statement following third party payment.
- D. Moreover, the PROVIDER agrees not to impose or collect supplemental fees from the aforesaid otherwise eligible individuals, except as approved by the DEPARTMENT, and in accordance with Public Health Service guidelines.
- E. The PROVIDER shall not include administrative or indirect costs as separate line items.

The remainder of this page has been left blank intentionally.

EXHIBIT III
 HILLSBOROUGH COUNTY
 HEALTH AND SOCIAL SERVICES DEPARTMENT
STATE GENERAL REVENUE
 REQUEST FOR REIMBURSEMENT

PROVIDER: _____ FOR MONTH OF: _____
 CONTACT PERSON: _____ PHONE: _____
 TYPE OF SERVICE: _____ DATE: _____

	Approved Budget	Current Invoice	Expenditures To Date	Remaining Budget
# OF UNITS OF SERVICE TO BE RENDERED =				
FEE FOR SERVICE =				
UNITS OF SERVICE X FEE FOR SERVICE				
X =				
<u>TOTAL COST</u>				

PAYABLE TO: _____
 Address: _____
 Authorized Signature: _____

STATE GENERAL REVENUE—MONTHLY ADMINISTRATIVE REPORT

PROVIDER NAME _____ MONTH & YEAR _____

CONTRACT # _____ SERVICE CATEGORY _____

REPORT THE NUMBER OF UNITS OF SERVICE PROVIDED AND THE NUMBER OF CLIENTS RECEIVING SAID SERVICE DURING THE CURRENT MONTH.

4. FOR HEALTH SERVICE PROVIDERS ONLY:

(# of visits)	/	(# of clients)	/	(# of 15-minute units)
_____	/	_____	/	Medical care (count # of visits)
_____	/	_____	/	Dental Care (count # of visits)
_____	/	_____	/	_____ Mental Health (count # of visits & # of 15-min units)
_____	/	_____	/	Substance Abuse Treatment/Counseling (count # of visits)
_____	/	_____	/	Rehabilitation services (count # of visits)

5. FOR CASE MANAGEMENT PROVIDERS ONLY:

(# of visits)	/	(# of clients)	/	(# of 15-minute units)
_____	/	_____	/	_____ Face-to-face encounters (count # of encounters AND)
_____	/	_____	/	_____ Other encounters (# of 15-minute units)

6. FOR HOME HEALTH PROVIDERS (TITLE II ONLY):

(# of visits)	/	(# of clients)	
_____	/	_____	Paraprofessional (count # of visits: 4 hours = 1 visit)
_____	/	_____	Professional (count # of visits: 2 hours = 1 visit)
_____	/	_____	Specialized (count # of visits: 2 hours = 1 visit)

7. FOR ALL PROVIDERS:

(# of visits)	/	(# of clients)	
_____	/	_____	Meds/Pharmaceuticals (count # of prescriptions & refills)
_____	/	_____	Buddy/Companion (count # of units actually provided)
_____	/	_____	Client Advocacy (1 unit = 1 hour or portion thereof)
_____	/	_____	Other Cnslng-Not Mental Health (Nutrition) (1 unit = 1 visit)
_____	/	_____	Day/Respite Care (1 unit = 1 hour)
_____	/	_____	Emergency Financial Assistance (count # of units actually provided)
_____	/	_____	Housing (1 unit = one day of housing assistance)
_____	/	_____	Food Bank/Home Delivered Meals (1 unit = \$5.00)
_____	/	_____	Transportation (1 unit = 1 1-way trip unless bus passes used)
_____	/	_____	Education/Risk Reduction (count # of units actually provided)
_____	/	_____	Foster Care/Adoption (count # of units actually provided)
_____	/	_____	Other Services (count # of units actually provided)
_____	/	_____	Hospice (1 unit = 2 hours)

EXHIBIT V

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) General: The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- (2) Recruitment: The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.
- (3) Unions: The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advertising the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Compliance Reports: The CONTRACTOR will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete, and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the CONTRACTOR has complied or is complying with these requirements. The CONTRACTOR will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the CONTRACTOR and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
- (5) Sanctions: In the event of the CONTRACTOR'S non-compliance with the non- discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
- (6) Subcontractors: The CONTRACTOR will include the provisions of paragraphs 1 through 6 in every subcontract under this contract so that such provision will be binding upon each subcontractor. The CONTRACTOR will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.
- (7) Federal Requirements: In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

- Section I of the Fourteenth Amendment to the United States Constitution.
- Title VI of the Civil Rights Act of 1964.
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
- Civil Rights Acts of 1866 and 1870.
- Standards for a Merit System of Personnel Administration, 45 CFR 70.
- Revised Order Number 4, 41 CFR 60-2.10.
- Rehabilitation Act of 1973, P.L. 93-112.
- Interagency Agreement dated March 23, 1973.
- Executive Order 11914, Non-discrimination with Respect to the Handicapped in Federally Assisted Programs.
- Age Discrimination Act of 1967, P.L. 94-135
- Civil Rights Act of 1968, P.L. 90-284
- Veterans Readjustment Act.
- Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O.
- Age Discrimination in Employment Act, as amended.
- Civil Rights Restoration Act of 1987.
- Federal Civil Rights Act of 1991.
- Americans with Disabilities Act
- General Accounting Procedures, 45 CFR, Part 74 and/or Part 92
- Clean Air Act, 42 USC 1857(h), section 306
- Clean Water Act, 33 USC 1368, section 508
- Executive Order 11738
- Environmental Protection Agency Regulations, 40 CFR, Part 15

STATE

- State Constitution (Preamble) and Section 13.251 (Powers and Purposes) protects citizens from discrimination because of race, national origin, or religion.
- Florida Statutes, Chapter 112.041, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
- Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
- Florida Civil Rights Act of 1992.

HILLSBOROUGH COUNTY

- **Civil Service Rule prohibits employment discrimination.
- **Civil Service Rule prohibits removal resulting from discrimination.
- **Civil Service Rule permits employee appeal for alleged discriminatory actions.

- ** Applicable to Hillsborough County Government

- Human Rights Ordinance #88-9, as amended, prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.

- Hillsborough County Ordinance #83-9, (Homerule Charter) Article IX, Section 9.11, provides that no person shall be deprived or any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation.

(Rev 03-91)

EXHIBIT VI

INSURANCE REQUIREMENTS

If the PROVIDER is a state agency or subdivision as defined by section 768.28, Florida Statutes, the PROVIDER shall furnish the COUNTY, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

Certificate of Insurance

The PROVIDER certifies that it maintains general and professional liability protection coverage through the Florida Casualty Insurance Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the state of Florida, Department of Insurance, or through J. Hillis Miller Health Self-Insurance Trust Fund, the J. Hillis Miller Health Center/Jacksonville Trust Fund, self-insurance programs created pursuant to section 240.213, Florida Statutes. Such protection is as described in section 768.28, Florida Statutes. This certification of insurance satisfies the requirements of article XII of this Agreement.

Project Title: REQUEST FOR APPLICATIONS FOR THE PROVISION OF HIV-RELATED HEALTH AND SUPPORT SERVICES FOR THE HILLSBOROUGH COUNTY HEALTH AND SOCIAL SERVICES DEPARTMENT.

(The remainder of page intentionally left blank.)

EXHIBIT VII

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Hillsborough County Board of County Commissioners

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information within 3 years prior to signing this document, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(1), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents, who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(3), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within 3 years prior to signing this document.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years prior to signing this document.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years prior to signing this document. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and a final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____ 20____.

Personally known

OR Produced identification

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed, or stamped
commissioned name of notary public)

(Revised 06/18/92)

EXHIBIT VIII

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Signature of Authorized Official

DATE

Grant-Funded Contractor Name

EXHIBIT IX

(Page intentionally left blank)

EXHIBIT X

MEMORANDUM OF UNDERSTANDING

CONFIDENTIALITY OF CLIENT INFORMATION

The purpose of this Memorandum of Understanding is to emphasize all information held in health records is confidential, with access governed by state and federal laws. Information which is confidential includes a client's name; address; medical, social and financial data; and services received. In addition, the fact that someone has had an HIV test is confidential, whether the results of that test is positive or negative. Data collection by interview, observation, or review of documents should be conducted in a setting that protects the client's identity from unauthorized individuals. Client information should not be discussed outside the agency, except in the performance of referrals to other agencies for client care.

Section 384.29, Florida Statutes, addresses the need for special discretion in the handling of sexually transmissible disease information. Sexually transmittable diseases, by their nature, involve sensitive issues of privacy and all programs designed to deal with diseases should afford privacy and confidentiality to the client.

Section 381.004 (3), Florida Statutes, deal with confidentiality of HIV test results. There are penalties for violating this statute. These penalties range from disciplinary action the agency to a criminal misdemeanor.

I understand and agree to abide by these confidentiality provisions.

Employee Signature

Date



EXHIBIT XI QUARTERLY REPORT

Provider Name: _____ Contract #: _____
 Service Category: _____

Funding Source: (please check) Title I Title II General Revenue HOPWA DCSF Other: _____

	1 st Quarter Jan 1 - Mar 31 GR: Due 4/5/	2 nd Quarter Apr 1 - Jun 30 GR: Due 7/5/	3 rd Quarter Jul 1 - Sept 30 GR: Due 10/5/	4 th Quarter Oct 1 - Dec 31 GR: Due 1/5/
EXPENDITURES				
Monthly Target \$ _____				
Actual Expenditures:				
Monthly Average:	\$	\$	\$	\$
Year to date:	\$	\$	\$	\$
MEASURABLE OUTCOMES				
Write your measurable outcomes and report results on each one.				
1. Quarter: _____				
Year to date: _____				
2. Quarter: _____				
Year to date: _____				
3. Quarter: _____				
Year to date: _____				
4. Quarter: _____				
Year to date: _____				
5. Quarter: _____				
Year to date: _____				
The following is required only if not Reported above:				
# of unduplicated clients served this quarter:				
# of unduplicated clients served year to date:				
# of units of service provided this quarter:				
# of units of service provided year to date:				

EHIBIT XII

ATTACHMENT C
EXPRESS CONSENT REQUIRED BY FLORIDA LAW TO OBTAIN AND
DISCLOSE HEALTH INFORMATION

Client Name _____ SSN _____

Name of Agency _____ (“Agency”)

Agency Address _____

In order to determine your eligibility to receive assistance under the Ryan White Care Act Title I, Part B, HOPWA and/or the General Revenue Programs (collectively the “Ryan White Programs”), it is necessary to obtain, access, and store in Hillsborough County’s Ryan White Information System Computer Software (“RWIS”) certain information which is confidential under state and/or federal law, in order to be in compliance and properly report data to the state or federal funding agency (“Funding Source”). It is necessary for this information to be disclosed to Hillsborough County employees who are related to the treatment, payment and operations of the Ryan White program and/or agents (“Hillsborough County”) as the program manager, to other contracted Ryan White agencies the client chooses to obtain services from, their employees and/or agents under contract with Hillsborough County to provide services under the Ryan White Programs (“Ryan White contracted providers”), state or federal funding agencies, and/or as required by the funding source (“Funding Source”) for provision of services. The information stored electronically in the RWIS includes but is not limited to the following types of information: **Demographic, Contact, Financial/Employment, Insurance, HIV-AIDS Status, Service Notes, Invoicing (Collectively “Health Information”)**.

Therefore, I _____ (Print Name) hereby expressly consent (per Florida Statute) to have my Health Information stored in RWIS, shared and/or disclosed to Hillsborough County, and/or Funding Source. I acknowledge by signing this form that other agencies which are Ryan White contracted providers will need my exact name and date of birth, or my exact social security number in order to access my information. After I provide another Ryan White contracted provider with my exact name, date of birth, or social security number, I understand that they will not have access to service notes or service records from other Ryan White contracted providers. They will have access to basic client level information such as demographics, contact, financial/employment, insurance, HIV-AIDS status. I hereby hold Hillsborough County harmless for disclosure and/or release of my Health Information to any Ryan White contracted provider or Funding Source in connection with the Ryan White Program. If an agency discloses the information without proper consent, they may be liable for the disclosure as a violation of federal or state privacy laws.

I understand that Health Information obtained and stored by Hillsborough County may contain medical, mental health, substance abuse, sexually transmitted disease, tuberculosis, case management and/or HIV/AIDS information that may be deemed confidential under Florida Statutes Chapters 381, 384, 392, 394, 397, 456, 459, 490 and/or any other statute, rule or code related to medical records, testing or information that may now exist or which may be enacted in the future. I expressly agree to the disclosure to Hillsborough County, and/or Funding Source my Health Information as set forth in this form, and disclosure of my Health Information defined above, which excludes my case notes and billing information to Ryan White contracted providers.

EXPRESS CONSENT (Cont'd)

Further, I certify that the information given by me to Agency for the purpose of applying for assistance under the Ryan White Programs has been reviewed by me and is truthful and correct. I understand that once the above Health Information (excluding case notes and billing information) is provided to Agency, it may be re-disclosed by the Agency to Hillsborough County or another Ryan White contracted provider or Funding Source. However, if an agency or entity discloses the information without proper consent, then they may be liable for the disclosure as a violation of federal or state privacy laws or regulations. Therefore, I release Hillsborough County, from any and all liability arising from the re-disclosure of my information pursuant to this consent.

This consent will remain valid until revoked by me. If I revoke this consent form, I understand that I must do so in writing and that I must present my written revocation to this Agency and to Hillsborough County's Ryan White Program Manager. I understand that the revocation will not apply to Health Information that has already been released/disclosed in connection with this form. A revocation of this consent shall also constitute a revocation of any other similar consent executed by me with any other Ryan White contracted provider. A written revocation shall be effective five (5) business days after it is received. Services rendered after the date of the revocation will not be paid for by the Ryan White Program. After revocation, if I should re-apply and execute a new consent I understand my Health Information could be shared and/or disclosed as described above including to any Ryan White contracted provider.

If the signer is a guardian, legal documentation of the representative's identity and authority to act on the individual's behalf must be attached. For a minor, the parent must attach a copy of the birth certificate to this form.

I further expressly consent to give Hillsborough County and the Funding Source access to any and all records stored in the RWIS and any other records held by this Agency for the purpose of monitoring, reporting, operating, payment and administration.

I stipulate reproductions of this signed consent are authentic as original.

Client/Representative signature

Self or Representative's Relation to Client

Witness

Date

Please check to identify attachment in case of representation

___ Birth Certificate

_____ Letters of Guardianship

_____ Other (specify)

1-18-07, supersedes prior versions

**HIV HOPWA SERVICES AGREEMENT WITH XX, FOR THE PROVISION OF
HOUSING AND RELATED SERVICES**

This Agreement is entered into this ____ day of _____, 20____, by and between Hillsborough County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, hereinafter referred to as COUNTY, whose address is 601 E. Kennedy Boulevard, Tampa, Florida 33602, and the XXX, hereinafter referred to as PROVIDER, whose address is XXX.

WITNESSETH

WHEREAS, Hillsborough County has been designated as the grantee agency to administer funding under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, as Amended by the Ryan White Care Act Amendments of 1996 (CARE Act), in the Eligible Metropolitan Area (EMA) comprised of Hillsborough, Pinellas, Pasco and Hernando counties; been contracted as the lead agency for Title II of the CARE Act for Hillsborough, Hernando, Pinellas, Pasco, Polk, Hardee, Highlands, and Manatee Counties; contracted as the lead agency for administration of Housing Opportunities for People with AIDS (HOPWA) funds for Polk, Hardee, Highlands and Manatee Counties; and been contracted as the lead agency for administration of State General Revenue funds for AIDS-related services for Hillsborough, Pinellas, Pasco and Polk Counties; and

WHEREAS, the COUNTY, as grantee for the United States Department of Health and Human Services, and lead agency for the Florida Department of Health, is authorized to purchase services for individuals with HIV disease and their families as defined in the CARE Act; and

WHEREAS, the HIV Services Consortium and the Title I HIV Health Services Planning Council merged on September 1, 1999, and the resulting entity is known as the West Central Florida Ryan White Care Council. Hereafter, the West Central Florida Ryan White Care Council will be referred to as the Care Council.

WHEREAS, the parties hereto, in recognition of their mutual responsibility for the provision of outpatient and ambulatory health and support services for individuals with HIV disease and their families within the area, desire to enter into an agreement whereby the COUNTY reimburses the PROVIDER for authorized services provided to eligible individuals; and

WHEREAS, the COUNTY believes it to be in the best interest of the citizens of the area for the COUNTY to enter into a contract with the PROVIDER for the provision of nonexclusive services to those eligible individuals.

WHEREAS, Section A through F of RFA # RW2-07 are hereby incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the provisions and covenants contained herein and for other valuable consideration given and received, the parties agree as follows:

ARTICLE I

Scope of Services

This Agreement is for the provision of assistance to individuals and families with HIV disease, through transitional housing, rent, mortgages, utilities, and case management services associated with housing. The assistance rendered under this Agreement for transitional housing shall not exceed sixty (60) days within a six (6) month period. The assistance rendered under this Agreement for rent, mortgages, and utilities shall not exceed twenty-one (21) weeks within any fifty-two (52) week period. The delivery of the HOPWA services included in this Agreement is authorized by the Housing Opportunities for People With AIDS Act as passed by the U.S. Congress, final rule 59 FR 17174. This Agreement is 100% federally funded by the Department of Housing and Urban Development (HUD). The major program goal is to secure stable housing for the homeless, or to enable eligible individuals to remain in their own dwellings.

A. The PROVIDER will provide the nonexclusive services specified in EXHIBIT I, incorporated by this reference, to eligible persons referred to the PROVIDER or acquired by the PROVIDER through a program of outreach. Services will be provided during the operating hours, and at the location(s), specified in EXHIBIT I. The PROVIDER will report quarterly, by the 10th day of the month following the end of the quarter, on progress toward the measurable outcomes listed in EXHIBIT I.

B. The PROVIDER will notify the DEPARTMENT's Ryan White Program Manager in the Hillsborough County Health and Social Services Department, in writing, of any change in the PROVIDER staff person serving as Contract Coordinator, named in EXHIBIT I. The Contract Coordinator must be available to meet with the staff of the Health and Social Services Department, hereinafter referred to as DEPARTMENT, to review activities on an "as needed" basis as requested by the DEPARTMENT.

The PROVIDER must maintain adequate qualified staff to facilitate effective service delivery. Changes in staffing that will affect or are expected to affect service delivery must be reported in writing to the Program Manager at least 15 calendar days before the change is implemented.

C. The PROVIDER will also notify the DEPARTMENT's Ryan White Program Manager and Accountant II, in writing, of any change in the PROVIDER staff person designated in EXHIBIT I as the contact person for processing of reimbursement requests.

D. As a participant in the Ryan White CARE Act, the PROVIDER agrees to participate in a coordinated continuum of care with other providers of CARE Act services and agrees not to use CARE Act funding to supplant other funding for the same or equivalent services funded herein.

E. The PROVIDER will establish internal grievance procedures approved by Hillsborough County staff and cooperate with the Tampa-St. Petersburg HIV Health Services Planning Council, and the COUNTY in addressing all complaints and/or problems identified by clients or other care providers. A "patient bill of rights" and grievance procedure are to be posted in a conspicuous location in the lobby of service location(s) of the PROVIDER. Clients shall be given a written copy of the bill of rights at the time of eligibility determination. Notice of the PROVIDER's action or decision and the right to appeal shall be given both verbally and in writing in a language the client understands, at the time of the decision or action, but no later than 10 days after same. When an applicant or client requests a fair hearing, the PROVIDER will make arrangements to provide such a hearing through its fair hearing procedure.

F. The PROVIDER understands and agrees that the COUNTY will monitor program and fiscal records on a regular basis for compliance with contract terms and conditions, and that conformance to the contract will be rated and considered in future renewal and funding decisions.

G. The PROVIDER understands and agrees that the COUNTY will exercise its right to modify the contract, within thirty days of notification by the COUNTY, for the purpose of reallocating unexpended funds, in the event the PROVIDER is not achieving fiscal and/or program objectives.

H. The PROVIDER shall ask each seropositive recipient of services if they have or have had a partner at any time within the ten-year period prior to diagnosis of HIV infection. If so, the person shall be informed of the importance of notification of the partner of potential exposure to HIV. HIV infected persons shall be offered the assistance of public health personnel in notifying any sex or needle sharing partner. The PROVIDER shall refer those individuals choosing the assistance of public health personnel to the State of Florida Department of Health's local sexually transmitted disease control program staff.

I. The PROVIDER agrees to notify the Department of Children and Families of all entry level employment opportunities associated with this contract which require a high school education or less, so that WAGES (Work and Gain Economic Self-Sufficiency) participants can be referred to the PROVIDER. In the event that the PROVIDER employs a person who was referred by the WAGES office, the PROVIDER will inform the COUNTY.

J. The PROVIDER will ensure that housing resource identification to establish, coordinate and develop housing resources for eligible persons will be available. Also, that housing information and referral services which aid in locating and securing housing for HIV+ persons will be available to all individuals regardless of eligibility for further HOPWA funded services.

K. The PROVIDER's service location will have:

1. A publicized office that is identified in a manner so that clients can find it.

2. Office space which is large enough to house its operation and to provide contracted services and which is architecturally accessible to mobility-impaired persons and takes into consideration safety concerns of clients.
3. Facilities which are geographically accessible and convenient to public transportation.
4. The PROVIDER is to maintain sufficient staff, facilities and equipment to deliver the goods and services described in this Agreement, and immediately notify the DEPARTMENT whenever the PROVIDER is unable or is going to be unable to provide the required quality or quantity of goods or services.

L. The PROVIDER must notify the COUNTY each time a grievance is filed. All written complaints must be considered grievances. The notification must be in writing and received by the COUNTY no later than 2 business days from the date the grievance was filed.

M. PROVIDER must achieve 85% or better rating on client satisfaction survey issues related to confidentiality, and perceptions of quality, access, timeliness and availability of services.

N. PROVIDER shall assure that 100% of clients accessing services are effectively screened for other funding sources.

O. Coordinate with the Ryan White Title II providers or other local provider in the geographic jurisdiction to ensure housing needs have been included in the local client comprehensive needs assessment. A progress report including barriers to completing this requirement must be reported in writing to the DEPARTMENT by July 15.

P. 75% of the HIV/AIDS clients served that will be successfully transitioned from transitional housing placement to permanent housing by or before the end of the eligible payment period of 60 days.

Q. 85% of the clients who received short-term rent or mortgage and utility (STRMU) benefits that will be appropriately housed and able to maintain stable housing by or before the end of the eligible payment period of 21 weeks.

ARTICLE II

Period of the Agreement

This Agreement shall be in effect for the period beginning July 1, 2008, and will remain in full force and effect up to and including June 30, 2009. At the sole option of the COUNTY, this Agreement may be extended at the same terms and conditions herein for an additional four (4) periods of one (1) year each, commencing July 1 and ending June 30. Any such extension must be accomplished by a modification as described in Article V of this Agreement.

ARTICLE III

Disbursement Rates and Requirements

A. The COUNTY will reimburse authorized expenses to the PROVIDER in accordance with the PAYMENT SCHEDULE attached as EXHIBIT II, which is incorporated by this reference. However, the PROVIDER agrees to seek reimbursement for benefits that are available from any other responsible third party payor to pay for approved services provided to eligible persons pursuant to the terms set forth herein including, but not limited to, Medicare benefits, Medicaid benefits, commercial insurance benefits, lawsuit settlements, Victims of Crime settlements; or any other third party, individual, entity, or program that is or may be liable to pay all or part of the charges associated with this agreement (hereinafter referred to as "third parties"). CARE Act funding will be used only as a last resort for services not covered by other funding sources or programs, including services provided by the "Hillsborough HealthCare" plan for qualified Hillsborough County residents, or available through other local programs funded by the State of Florida, any political subdivision of the State of Florida, or any health or social service provider for whose services a client or his/her affected family members qualify. The PROVIDER will be required to make reasonable best efforts to obtain payment from any other responsible third party payor and demonstrate to the COUNTY what efforts are made to seek reimbursement from third parties. All such reimbursements received after the COUNTY has paid for service, shall be credited to the COUNTY on the next billing subsequent to the receipt of such reimbursement. If the reimbursement is received after the termination of the contract, a refund check may be issued to "Hillsborough County BOCC".

Reimbursement and Limitations on Use of Funds

B. Except as otherwise provided herein, the PROVIDER understands and agrees to accept as payment in full, amounts paid by either the COUNTY or other third parties for services provided pursuant to this Agreement at the rates included herein; no other charges may be assessed to persons eligible for HOPWA services, except as determined by the Care Council. The Care Council for the eight county area has determined that no copayments shall be required of clients.

C. PROVIDER is required to obtain proof of the client's income, including check copies, bank statements, tax returns, etc. The income documented will be used as the baseline by which the caps on fees will be established.

D. The PROVIDER further understands and agrees that Ryan White CARE Act funds reimbursed by the COUNTY may not be used for the following purposes:

1. To make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer either; (a) under a state or local compensation program, insurance policy, or any federal or state health benefits program; or (b) by an entity that provides health services on a prepaid basis.

2. To purchase or improve land, or to purchase, construct or permanently improve (other than minor remodeling) any building or other facility.

3. To make cash payments to intended recipients of services, except in the form of food or transportation vouchers, if applicable.

4. To pay for lobbying of any funding decision-making body. To comply with provisions of Fla. Stat. 216.347, prohibiting expenditures of contract funds to lobby the Legislature or a state agency.

5. The purchase of nonexpendable property is not allowed under this Agreement. Nonexpendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$500.00 or more per unit and an expected useful life of at least one year, and hard-back bound books that are not circulated to students or the general public, the value or cost of which is \$100.00 or more. Hard-back books with a value or cost of \$25.00 or more should be classified as an Other Capital Outlay (OCO) expenditure only if they are circulated to students or to the general public.

6. Fund raising activities shall not be charged to, or reimbursed from, any Department contract proceeds.

E. If the services reimbursable under this Agreement are available under the state Medicaid plan the PROVIDER, if eligible, will enter into a participation agreement under the state Medicaid plan and will be qualified to receive payment under the state Medicaid plan at the Medicaid rates instead of the COUNTY.

ARTICLE IV

Budgeting and Billing Requirements

A. The PROVIDER will expend funds pursuant to this Agreement in accordance with a DEPARTMENT-approved budget. Budget approvals and budget amendments will be signed by the DEPARTMENT's Ryan White Accountant II's, or his/her immediate supervisor, prior to becoming effective. No budget approval or amendment will increase or decrease the maximum amount payable for each service listed in EXHIBIT II, Payment Schedule.

B. The PROVIDER must submit monthly invoices and all other necessary documents which verify reimbursement requests. Invoices and documentation must meet the COUNTY's auditing requirements, and must contain sufficient detail for a proper pre-audit and post-audit thereof. Requests for reimbursement for authorized expenses must be submitted on the COUNTY'S Request for Ryan White Reimbursement form attached as EXHIBIT III, incorporated by this reference. Payment will be made after all required documents are received and the authorized expenses are approved. Following approval, the completed Request for Ryan White Reimbursement will serve as the approved budget, reimbursement request/invoice document, and cumulative

expenditures/remaining funds management tool. Forms developed by the PROVIDER may also be used if they present the same information contained in EXHIBIT III and are approved for use by the DEPARTMENT. The method of cost presentation must be approved by the DEPARTMENT and must be in the form of a service unit cost reimbursement. The PROVIDER will complete the Budget/Expenditures Status report on a monthly basis, and report to the DEPARTMENT on a quarterly basis, by the 15th day of the month following the end of the quarter, on line item expenditures based on actual expenditures, utilizing EXHIBIT XI, incorporated herein by reference. The PROVIDER must use their approved Condition of Award Budget as the original budget, and all expenditures must be within the approved budget. Under no circumstances can the administrative costs exceed 10% of the contract amount. PROVIDER shall maintain all books, records, and documents (including supporting documents and electronic storage media) in accord with generally accepted accounting procedures and practices to sufficiently and properly reflect all expenditures of funds under this Agreement.

The following Supporting Documentation is to be Submitted With Each Invoice:

1. Professional services fees on a time/rate basis must be documented by a general statement of the services being provided. The time period covered by the invoice as well as the hourly rate times the number of hours worked must be stated. If the provider is not working 100 percent of his or her time on the contract, then time sheets or a time log detailing the hours represented on the invoice are required and should be submitted as backup documentation.

Salaries must be documented by time sheets, payroll registers, and a copy of the check. Fringe benefits must be documented by electronic verification numbers for payroll taxes or 941 form and a copy of the check; invoice stamped paid with check number and date paid for insurance with list of employee(s) covered; and list employees covered, amount paid for each, and a copy of the check for retirement.

2. Case management services provided must be documented by a certified statement that includes: method of payment shown as full-time equivalent (FTEs) positions or unit cost. Billing for FTEs must include number of FTEs, cost for each FTE, and the same documentation required for administrative services as described above.
3. Documentation of service delivery is required. The PROVIDER must maintain records documenting the total number of recipients and names or unique identifiers of recipients to whom services were provided, and the dates on which services were provided, so that an audit trail documenting service provision is available.

Program income, the income received from payments on the sliding fee scale allowed in Article III, section B, must be documented on monthly invoices. Any revenues received from the use of a sliding fee scale, third-party payers, Medicare, or Medicaid for any

services described under this Agreement must be used solely to provide the same above-mentioned services.

Each monthly invoice must be accompanied by a completed Monthly Administrative Report as described in ARTICLE VII, paragraph C., of this Agreement. Failure to submit monthly reimbursement requests and monthly Administrative Reports by the 5th day of the month following the month in which services were rendered may result in the PROVIDER's forfeiture of its claim for that specific month's reimbursement request. Further, said failure may be considered a breach of this Agreement allowing the COUNTY to terminate this Agreement. The COUNTY reserves the right to reduce, reallocate or terminate funds for failure by the PROVIDER to achieve fiscal and/or program objectives set forth in this Agreement in a timely manner. Such action by the COUNTY will be taken only after notice to the PROVIDER and the allowance of thirty days for the PROVIDER to remedy the failure.

The PROVIDER must provide their final expenditure report on or before July 15, for the period July 1 through June 30, failure to do so may result in the PROVIDER's forfeiture of its claim for reimbursement.

PROVIDER understands that these are 100% federal funds and in the event the Federal Government or the Department of Health disallows payment for whatever reason and requires repayment, PROVIDER agrees to reimburse the COUNTY for that amount. Interest shall accrue from the date PROVIDER was obligated to pay such funds through the date on which such funds are fully paid.

C. Travel expenses must be billed in accordance with Section 112.061, of the Florida Statutes (2003), as amended from time to time, documented on State form C676 and follow all State of Florida, Department of Health and COUNTY requirements.

D. The PROVIDER must submit the final invoice 45 days after each budget period ends or is terminated. If the PROVIDER fails to do so, all rights to payment may be forfeited and the DEPARTMENT may not honor requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the PROVIDER and necessary adjustments thereto have been approved by the DEPARTMENT.

ARTICLE V

Modification

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the COUNTY and the PROVIDER.

ARTICLE VI

Termination

A. For Breach: Unless the PROVIDER's breach is waived in writing, the COUNTY may, upon twenty-four (24) hours written notice to the PROVIDER's Contract Coordinator identified in EXHIBIT I, terminate this Agreement for said breach. Waiver of a breach of any provision of this Agreement is not a waiver of any other breach nor is it a modification of this Agreement. The aforesaid termination notice, as well as all other notices required herein, will be effective upon receipt of the written termination notice by the PROVIDER, and delivered either in person with written proof thereof, or when received if sent certified U.S. Mail, return receipt requested.

B. For Convenience: This Agreement may be terminated by the COUNTY for convenience upon no less than thirty (30) days prior written notice to the PROVIDER. The aforesaid termination notice will be considered received by the PROVIDER when delivered as specified in the preceding paragraph. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

C. Insufficient Funds: In the event Ryan White CARE Act grant funds to finance this Agreement become unavailable during the contract period, the COUNTY may terminate this Agreement upon no less than twenty-four (24) hours notice. The COUNTY will be the final authority as to the availability of funds for the current or any subsequent fiscal period. Notice will be given to the PROVIDER in the same manner provided in subparagraph A of this Article. The COUNTY agrees to reimburse the PROVIDER for all authorized services rendered by the PROVIDER pursuant to this Agreement for the period prior to the effective date of the termination, or until the end of the grant budget period, whichever is sooner.

D. Time of Essence Regarding Obligations of Provider, all Breaches Material: Time is of the essence with regard to each and every obligation of PROVIDER contained in this Agreement. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach of the Agreement.

E. For Failure to Satisfactorily Perform Prior Agreement: Failure to have performed any other contractual obligations with the COUNTY in a manner satisfactory to the COUNTY will be sufficient cause for termination. To be terminated as a PROVIDER under this provision, the PROVIDER must have: (1) previously failed to satisfactorily performed in any other contract with the COUNTY, been notified by the COUNTY of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the COUNTY; or (2) had any other contract terminated by the COUNTY for cause.

The DEPARTMENT shall have the right to set-off against any payment obligation to the PROVIDER the amount the DEPARTMENT has been damaged by any breach by the PROVIDER.

F. Breach of any other agreement: The COUNTY may, by written notice to PROVIDER, terminate this Agreement immediately for PROVIDER breach of any agreement with the COUNTY or the Department of Health.

ARTICLE VII

Recordkeeping, Reporting and Evaluation Requirements

A. General Record Requirements: The PROVIDER must maintain both fiscal and programmatic records adequate to submit reports as required by the COUNTY, the State of Florida Department of Health, Bureau of HIV/AIDS, and by the U.S. Department of Health and Human Services. These records include those necessary to assure proper accounting of all CARE Act grant funds, those required to document the services provided through these funds, and any others deemed necessary by the COUNTY or by the U.S. Department of Health and Human Services or the State of Florida Department of Health. All records related to this Agreement are to be retained and must be made available to the COUNTY's authorized representatives for audit or monitoring purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the period of this Agreement and for a period of six (6) years thereafter. PROVIDER must comply with requirements set forth in EXHIBIT XIII, attached hereto and made a part hereof. These records must be made available to the COUNTY's authorized representatives as well as representatives of the State of Florida Department of Health for audit, examination, excerpts, transcription, or monitoring purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the period of this Agreement and during the period of six (6) years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of this contract and shall allow the State of Florida Department of Health, the COUNTY or its designee, access to such records upon request. The PROVIDER shall ensure that audit working papers are made available to the State of Florida Department of Health, upon request for a period of six (6) years from the date the audit report is issued, and PROVIDER agrees to extend said period if so requested by the State of Florida Department of Health or the COUNTY. The COUNTY may require that copies of all fiscal and programmatic records be surrendered to the COUNTY upon termination of this Agreement. Should services provided under this contract be transferred to another provider at any time or for any reason, the PROVIDER understands and agrees to transfer copies of the client records to the new provider agency within fifteen days of said transfer, in a manner that protects the integrity of the records and the confidentiality of the clients. Any document requested by the State of Florida Department of Health, must be provided within 24 hours notice.

B. HIV Status and Eligibility:

The PROVIDER must authenticate and record the HIV status of all clients receiving services funded by The United States Department of Housing and Urban Development ("HUD") in accordance with their policies and procedures. Failure to document the HIV status of clients served will be considered cause for withdrawal of funds and termination of this Agreement by the COUNTY. These records must be made available to State of Florida, Department of Health and COUNTY staff for inspection to validate eligibility of clients served. It is the PROVIDER's responsibility to obtain the required client Consent

and/or Release of Medical Information forms to assure client confidentiality under current law and to allow the State of Florida, Department of Health and County staff access to such records for the purposes described in this Agreement including access to the information in any Management Information System used by the PROVIDER and/or established by the DEPARTMENT. The COUNTY agrees to maintain client confidentiality to the extent required by law.

Client eligibility will be determined by the PROVIDER by utilizing the criteria set forth in 24 CFR Part 574 - Housing Opportunities for Persons With AIDS, and in accordance with the policies of the CARE Act and the COUNTY as lead agency. No residency requirement shall be applied to clients who otherwise qualify and are eligible for service.

The PROVIDER shall have written procedures to ensure that staff and volunteers will maintain the confidentiality of client records related to the services provided under this contract, as specified in Sections 384.29 and 381.004(3), 392.65 and 456.057, Florida Statutes (2003), as amended from time to time, and all applicable state and/or federal laws and/or regulations. These procedures must be consistent with Florida Department of Health Information Security Policies, Protocols and Procedures, 1999-2000, as amended from time to time. The PROVIDER shall adhere to any amendments to the Department of Health's security requirements provided to it during the period of this Agreement within 30 days. The PROVIDER shall have each employee and volunteer with access to confidential client information, complete and date a memorandum of understanding regarding confidentiality of client information in the form attached hereto as Exhibit X. Client records shall be kept in secured storage containers or equipment, in secured locations, within the physical location of the PROVIDER and must comply with HIPAA Security Rules and Regulations.

C. Reporting: The PROVIDER will submit the Monthly Administrative Report included as Exhibit IV, incorporated by reference. The Monthly Administrative Report provides client-level information, including client identifier number and specific demographic data for each new client served, and summarizes the number of individuals served during the reporting period, and the units of service provided. Additional information may be required by the COUNTY, State of Florida, Department of Health or the United States Department of Housing and Urban Development. The COUNTY and the PROVIDER mutually agree the confidentiality of the clients served by the PROVIDER under this Agreement will be strictly observed, as required by applicable law, in any reporting, auditing, invoicing, program monitoring and evaluation. Monthly requests for reimbursement will not be processed unless accompanied by a completed Monthly Administrative Report.

Acceptance of this Agreement indicates the PROVIDER'S assurance that it will comply with data requirements of the Office of Community Planning and Development approved Annual Progress Report (APR). The PROVIDER shall submit to the COUNTY the APR annually on or before July 20 or the deadline date provided by the COUNTY for the period July 1 through June 30.

The State Department of Health requires the submission of quarterly reports, attached as Attachment B. Therefore, the PROVIDER shall submit an aggregate quarterly report to the COUNTY by the 5th of the month following the quarter being reported (see schedule below).

Quarterly Reporting Period	Report Due
July 1 – September 30	October 5
October 1 – December 31	January 5
January 1 – March 31	April 5
July 1 – June 30	July 5

PROVIDER agrees to comply with any and all requests for information for State and/or Federal reports or the Federal Grant Application.

D. The PROVIDER must comply with the Audit requirements set forth in EXHIBIT XIII, attached hereto and made a part hereof. Unless the Audit requirements in EXHIBIT XIII, require otherwise, audits will be completed no later than six (6) months after the end of the PROVIDER's fiscal year. The audit must be conducted in accordance with the applicable OMB Circular, as amended, Program Audit Guide, or Government Auditing Standards. Audits will be submitted to the DEPARTMENT within thirty (30) days of receipt by the PROVIDER and will include the management letter and corrective action plan. PROVIDERS must have audits performed for each fiscal year during which Ryan White federal assistance has been received. Any PROVIDER with less than \$500,000 in total federally funded contracts is required to submit an unaudited financial statement no later than two (2) months after the end of the PROVIDER's fiscal year. The PROVIDER understands that failure to meet this requirement after written notice from the COUNTY and an opportunity to cure within the time from specified in said notice, shall constitute a material breach. In addition, such failure can result in loss of current funding and disqualification from consideration for future COUNTY administered funding.

E. All items of equipment acquired by the PROVIDER under this Agreement will be maintained, inventoried, and controlled in accordance with the equipment management requirements established by the COUNTY and in accordance with the Public Health Service Grants Policy Statement. Items of equipment which cost in excess of \$25.00 will also be physically tagged with COUNTY property control numbers. In accordance with the FY 1995 Appropriations Act (P.L.103-333) and advice from the Health Resource and Services Administration (HRSA), all equipment and products purchased with grant funds should be American-made. The PROVIDER shall not dispose of nonexpendable property purchased under this contract, except with prior written approval from the COUNTY.

The PROVIDER shall receive written approval from the County through the appropriate Department of Health approving authority prior to the purchase of any Information Technology Resource (ITR) made as part of this contract, by means of an Information Resource Request (IRR) form. Information Technology Resources are data processing, hardware, software, services, supplies, maintenance, training, personnel and facilities. Reimbursement will not be approved for any ITR purchase or payment made prior to the County and State's written approval on an IRR form.

The PROVIDER shall purchase articles which are the subject of, or required to carry out, this Agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the manner under the procedures set forth in Fla. Stat. 946.515(2) and (4). For purposes of this Agreement, PROVIDER shall be deemed substituted for Department of Health insofar as dealings with PRIDE. The preceding sentence shall be construed to mean solely that if Department of Health would be obligated to purchase the property necessary under this Agreement from PRIDE, PROVIDER shall be obligated to purchase such property from PRIDE. This clause is not applicable to subcontractors of PROVIDER unless otherwise required by law.

Title (ownership) to all unused expendable property and non-expendable property acquired with funds from this contract shall be vested in the State of Florida, Department of Health.

F. The PROVIDER agrees to participate in evaluation studies and needs assessments sponsored by the U.S. Health Resources and Services Administration and/or analyses carried out by or on behalf of the COUNTY, and the West Central Florida Ryan White Care Council to assess the needs of the HIV target population or to evaluate the appropriateness and quality of services provided. This participation will, at a minimum, include permitting right of access to staff involved in such efforts to PROVIDER's premises and records, consistent with client confidentiality requirements, and to participate in meetings scheduled for such purposes.

G. At least one authorized representative of the PROVIDER organization is required to attend all PROVIDERS meetings held by the DEPARTMENT to exchange important contractual, fiscal and program information. Absences of PROVIDER representatives, due to emergencies, may be excused by the DEPARTMENT.

H. If the PROVIDER has appropriate computer technology, records and reports shall be on electronic file with hard copy printouts available for review at any time. If the PROVIDER does not have the necessary computer technology, all records and reports will be developed and maintained manually.

I. LIQUIDATED DAMAGES:

1. If the PROVIDER fails to perform or provide for any of the items listed in paragraph three below within ten (10) business days after the DEPARTMENT has given PROVIDER written notice of PROVIDER's failure to perform; Liquidated damages shall be assessed against the PROVIDER for each calendar day that the COUNTY is harmed and will incur administrative expenses incidental to the PROVIDER's failure to perform as required.

2. Both parties agree that any liquidated damages imposed are for the harm incurred by the COUNTY administratively, which costs are difficult to quantify, and shall not be construed as a penalty. Imposition of liquidated damages will in no way limit the COUNTY's ability to pursue all other legal remedies and other substantiated costs incurred by the COUNTY.

3. COUNTY shall be entitled to assess liquidated damages and deduct same from the monthly billing of the PROVIDER for each of the following occurrences:

a. Failure to provide within the time period set forth in the Agreement any reports, audits, and/or financial statements required pursuant to Articles I, IV, VII except as expressly excluded therein, and XVI of this Agreement will be assessed \$50.00 per day.

Assessment of liquidated damages is in addition to any other incidental, consequential or other damages that the COUNTY may be entitled to pursuant to law.

J. The PROVIDER must comply with all requirements listed in Exhibit XII.

K. Proof of Ambulatory/Outpatient Medical Care: The PROVIDER must obtain proof that the client has been to an ambulatory/outpatient medical care ("primary care") provider at least once annually. Any services provided to a client without proof of primary care will not be eligible for reimbursement. This paragraph is excluded from the Liquidated Damages provision.

L. Case Management PROVIDER's will be required to attend case management training sessions funded under Title I, as well as any State of Florida, Department of Health sponsored training sessions, which the PROVIDER is granted access to attend.

M. The PROVIDER must have the ability to provide documents requested by the DEPARTMENT in an MS Word format, while files containing data must be submitted in an Excel format. The DEPARTMENT will notify the PROVIDER if the documents are to be provided electronically or on a disc. The PROVIDER agrees to provide the items as requested within the timeline established by the DEPARTMENT.

N. The COUNTY will only reimburse the PROVIDER for services rendered, therefore the COUNTY will not reimburse the PROVIDER for days in which they are closed excluding State of Florida, Department of Health holidays. PROVIDER must provider services 8 hours per day, 5 days per week, excluding state holidays. It will be the responsibility of the PROVIDER to fund the payment of salaries for non-state holidays from funding sources other than those derived from the state of Florida. Time sheets must document hours worked. The PROVIDER must notify the DEPARTMENT in writing and with 30 days prior notice of the days their office will be closed."

ARTICLE VIII

Legal Governance

Unless otherwise specified, this Agreement is governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when the services provided herein are funded by the United States government, and venue will be in Hillsborough County, Florida. The PROVIDER shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations. And acknowledges incorporation by reference of Fla. Stat. 287.058(1)(a)-(f).

ARTICLE IX

Statement of Assurance

During the performance of this Agreement, the PROVIDER herein assures the COUNTY that said PROVIDER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, in that the PROVIDER does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the PROVIDER's employees or applicants for employment. The PROVIDER understands and agrees that this agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the PROVIDER herein assures the COUNTY that said PROVIDER will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of the services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference. This statement of assurance will be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability. In instances where the total payments to be made to the PROVIDER by the COUNTY under this Agreement amount to \$10,000 or more, the PROVIDER (as contractor) will abide by the provisions of the HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE attached as EXHIBIT V and incorporated by reference.

The PROVIDER agrees to comply with applicable provisions of the State of Florida, Department of Health's "Methods of Administration, Equal Opportunity in Service Delivery" publication, and any subsequent amendments thereto.

ARTICLE X

Assignment and Subcontracting

It is understood and agreed that this Agreement may not be assigned or subcontracted without the prior written consent of the COUNTY. All requirements of this contract must be included in all subcontracts or assignments, unless waived in writing by the COUNTY.

ARTICLE XI

Notification Requirement

The PROVIDER and COUNTY will give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the services provided herein. If the PROVIDER observes that any of the provisions of this Agreement are at variance therewith, the PROVIDER will give the DEPARTMENT prompt written notice.

ARTICLE XII

Indemnification and Insurance Requirements

A. Liability in any tort action arising out of the performance or non-performance of the obligations contained herein, or any related matter, shall be subject to and within the limitations of the provisions of Florida Statutes Section 768.28(2002). Further, except for if the COUNTY defaults on its payment obligations as stated herein, PROVIDER agrees not to name or add COUNTY as a party to any action or claim arising out of or related to the subject matter covered by this agreement, whether said action is initiated directly by PROVIDER or indirectly by or through another state agency or office or a federal agency or office.

B. The PROVIDER shall, pursuant to the requirements of EXHIBIT VI, INSURANCE REQUIREMENTS, procure and maintain throughout the period of the Agreement on behalf of themselves and the COUNTY, insurance of the types listed in EXHIBIT VI and in the amounts specified. All insurance not provided by a self-insurance program shall be obtained from responsible companies duly authorized to do business in the State of Florida and each policy shall provide that the COUNTY is an additional insured party as to the actions of the PROVIDER, its employees, agents, assigns and sub-contractors, performing or providing materials and/or services to the PROVIDER during the performance of the Agreement and shall also contain a Severability of Interest provision. Every insurance policy must provide for thirty-(30) days prior written notice to the COUNTY of any cancellation, intent not to renew, or reduction in the policy coverage.

ARTICLE XIII

Automation Requirement

The COUNTY is in the process of developing a new Management Information System ("MIS") for the Ryan White Program. Various components of the MIS will be added over time. Once the basic components of the MIS are in place all providers will be required to use the MIS. Upon execution of this Agreement PROVIDER shall notify the DEPARTMENT in writing of PROVIDER's selection to either (1) use the COUNTY's MIS to perform invoicing and reporting functions ("Data Entry"); or (2) maintain client data in

their own data system with the ability to electronically send invoice and report data to the COUNTY ("Electronic Submissions"). Under Electronic Submissions if PROVIDER is a covered entity under HIPAA, then PROVIDER shall transmit its billing and reporting information in a HIPAA standard transaction format. If PROVIDER is not a covered entity under HIPAA, then PROVIDER shall transmit its billing and reporting information in the designated County format.

The PROVIDER shall maintain their own computers, information systems, licenses, virus protection software, passwords, networks, and other such logging and access control systems and procedures as to provide reasonable assurance as to the Privacy and Security of any Protected Health Information ("PHI") and/or Electronic PHI ("EPHI") that they create, maintain, store, or use in conjunction with the Ryan White Program.

PROVIDER must have a mechanism of capturing, billing and reporting data required by this Agreement and HRSA. Failure to capture, bill and report required data will result in termination of this Agreement. The COUNTY will no longer provide computer resources, support and maintenance of computer hardware or software, Internet services or communication lines. All future repairs, maintenance, licensing, security mechanisms, and telecommunications costs are the responsibility of the PROVIDER.

Furthermore, the PROVIDER agrees to comply with all HIPAA , if applicable, and Ryan White Care Act guidelines applicable for Privacy, Confidentiality, Security and applicable records retention laws for any Ryan White related data in their control.

PROVIDER is responsible for securing access to computers and performing periodic review and maintenance of all hardware used for Ryan White data collection for their agency. The maintenance of these computers will include the following:

1. PROVIDER must purchase and use either a software or hardware firewall.
2. PROVIDER must purchase and use an anti-virus security software package installed on each of their personal computers.
3. PROVIDER is responsible for keeping all operating systems, firewalls and anti-virus security software products up to date as suggested by each of the appropriate software vendors. PROVIDER agrees to provide access to DEPARTMENT staff to inspect and monitor that these measures are being followed.
4. Failure to meet these requirements or keep in step with prevailing HIPAA, if applicable, Federal or State requirements for securing Ryan White data will result in termination of this Agreement.

PROVIDER shall not input in the MIS psychotherapy notes, as that term is defined in the HIPAA Rules Governing the Standards for Privacy of Individually Identifiable Health Information.

The PROVIDER shall provide all required reporting and billing data in a format that shall be designated by the DEPARTMENT. PROVIDER agrees to modify this Article as necessary to correspond to the specific method or methods that will be used for data

collection coinciding with the implementation of the MIS. It is also anticipated that data collection, billing and reporting requirements may change during the life of this Agreement and PROVIDER agrees to comply with those requirements. The PROVIDER will make the necessary adjustments in their data collection, billing and reporting systems and methodologies to continue to comply with this Article.

If PROVIDER is a covered entity under HIPAA, PROVIDER agrees to enter into a Trading Partner Agreement with the COUNTY to specify the conditions of electronic data transfers and to conform to Health Insurance Portability and Accountability Act ("HIPAA") mandates of transaction and code sets.

If PROVIDER is not a covered entity under HIPAA, PROVIDER agrees to comply with the MIS Protocols and Procedures to be developed by the DEPARTMENT. The MIS Protocols and Procedures will among other things specify the format and conditions of electronic data submissions. The COUNTY will not be responsible for costs incurred by the PROVIDER to submit electronic report and claim data.

Supporting documentation required to accompany line item claims will still be required for match up to the electronic submission. Detailed back up for billings, reports, etc., may be required to accompany electronic submissions and data entry.

Client Registration:

For billing and reporting all clients must be registered and have a number to uniquely identify said client in the MIS, a Client Identification Number ("CIDN"). CIDN shall be generated by the MIS.

Upon implementation of the MIS and upon the client's first contact with PROVIDER after implementation of MIS. PROVIDER shall conduct a thorough look-up in the MIS to determine whether the client has been previously registered. The look-up will require that PROVIDER enter basic client information such as name, date of birth, social security number, etc., in the MIS to locate a match. If the client has been previously registered PROVIDER will use that client's CIDN. If the client has not been previously registered, then PROVIDER will input the basic demographics of that individual and a CIDN will be generated for said client. Duplication of clients within the system is strictly prohibited. PROVIDER shall submit billing and reporting data to the COUNTY using the clients CIDN. Data that cannot be linked to a registered client will be rejected. The DEPARTMENT will designate a contact person to assist the PROVIDER in resolving questions that arise regarding client registration. It is the PROVIDER's responsibility to obtain the appropriate consents from the client prior to conducting a look-up.

System developers will make every effort to convert targeted demographic data of active clients currently residing in the Provide® database. In the event that the client appears to be in Provide® multiple times and unresolved variations in demographic elements exist, the client data in question will not be converted into the new system.

Security of Electronic Claim Submissions

Any electronic exchange of Ryan White related data will utilize SSL ("Secure Socket Layer") technology. The COUNTY will implement a certificate and public ID that are issued by a trusted root certificate authority ("CA") - such as VeriSign.

HIPAA Covered Entities and Supported Transactions

PROVIDER's that are HIPAA Covered Entities shall submit all electronic claim data to the DEPARTMENT in HIPAA standard transaction format for the 837P claim. A draft version of the Companion Guide for the COUNTY's 837P transaction format can be obtained upon request from the DEPARTMENT.

All costs related to the PROVIDER's programming of the HIPAA Transactions including the 837P, or for clearinghouse submission of the 837P will be the PROVIDER's sole responsibility.

Providers may also use the 270/271 Eligibility Inquiry transaction to verify if a client is registered in the MIS. If the client is not found, the PROVIDER will need to complete data entry registration before claims or reporting data can be accepted electronically. Other transactions supported at this time for the Ryan White Program will be the 276/277 Claim Inquiry and the 835 Remittance Advice.

The DEPARTMENT will only accept electronic claim data from a Covered Entity that is in HIPAA standard transaction format. If the Covered Entity is working towards a compliance plan for the electronic claim submission, the PROVIDER shall certify to the COUNTY upon execution of this Agreement that it has a contingency plan and is making a good faith effort to move towards compliance within one year. Beyond that one year, the COUNTY shall not accept transactions that are not in the required HIPAA standard transaction format.

ARTICLE XIV

Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid or illegal, the remainder of the Agreement shall not be affected by such invalidity or illegality and shall remain in full force and effect.

ARTICLE XV

Independent Contractor Requirement

The PROVIDER will carry out, or cause to be carried out, all of the services required herein as an independent contractor. The PROVIDER will not represent itself as an agent, sub-agent, or representative of the COUNTY. All services described herein will be carried out by persons or instrumentalities solely under the PROVIDER's control and supervision.

ARTICLE XVI

Customer Satisfaction Survey

The PROVIDER will be required to participate in the Customer Satisfaction Survey Program by distributing DEPARTMENT-approved survey forms to the clients. The results of the survey must be reported to the DEPARTMENT annually on or before March 15. The DEPARTMENT's Ryan White staff will advise the PROVIDER of any significant client-perceived deficiencies in performance, as well as significant positive client feedback. Client satisfaction surveys are to be sent to all clients served during the contract period by the end of the contract period, with results reported to DEPARTMENT. PROVIDER shall achieve 85 percent or better rating on the client satisfaction survey administered by the PROVIDER. If an 84 percent or less satisfaction rate is received on the above referenced survey a corrective action plan ("plan") must be submitted within 30 days. If the corrective action plan is not submitted within 30 days the COUNTY will withhold reimbursement requests until the plan is submitted. Additionally, the PROVIDER will be required to submit a follow-up survey 3 months after submitting the plan.

ARTICLE XVII

Political Limitations for County Contracts with Private Non-Profit Corporations

Service PROVIDERS must not participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE XVIII

Public Entity Crimes Statement

If the amount of the Agreement is ten thousand dollars (\$10,000) or more, the PROVIDER shall certify by sworn statement that it has not been charged and convicted of a Public Entity Crime, nor is it in violation of any state or federal law involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation as stated in Exhibit VII, attached hereto and made a part hereof.

ARTICLE XIX

Compliance

The PROVIDER shall comply with the requirements of all federal laws, state laws, local codes and ordinances, rules and regulations Hillsborough County Contractors Guidance and Policies Manual ("Manual"). In the event of any conflict with the Manual and this Agreement the Manual shall control, unless it conflicts with a Federal or State Statute or

regulation. The PROVIDER represents that it has and shall maintain all the necessary licenses to provide the services set forth in Exhibit I of this Agreement, and that the person executing this Agreement has the authority to do so.

ARTICLE XX

Costs

Each party shall be responsible for their respective attorneys' fees and costs, including but not limited to costs and attorneys' fees associated.

ARTICLE XXI

Waiver

A waiver of any performance or breach by either party shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any subsequent default of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XXII

Additional Rights and Remedies

Nothing contained herein shall be construed as limitation on such other rights and remedies available to the parties under the laws which may now or in the future be applicable.

ARTICLE XXIII

Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits attached hereto, the contents of the exhibits shall control over the contents of the Agreement. In the event of any conflict between the provision of this Agreement and Sections A through F of RFA # RW2-07, the terms of this Agreement shall control. If there are any conflicts between the Agreement and the HOPWA Guidelines or the Case Management Handbook listed in Article XXXV the HOPWA Guidelines and the Case Management Handbook shall control. However, the PROVIDER must notify the DEPARTMENT of any conflicts.

ARTICLE XXIV

Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE XXV

P.L.103-227, Pro-Children Act of 1994

PROVIDER understands and agrees that it is in compliance with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), and shall remain in compliance during the term of this Agreement and any renewal thereof. Provider shall certify by notarized statement its compliance on EXHIBIT VIII which is attached hereto and incorporated herein by reference.

ARTICLE XXVI

Headings

Article headings have been included in the Agreement solely for the purpose of convenience, and such headings shall not have legal effect or in any way affect the extent of, or the interpretation of, any of the terms of the Agreement.

ARTICLE XXVII

In accordance with the FY 1995 Appropriations Act (P.L. 103-333) and HRSA advise, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

As required by section 286.25, Florida Statutes (1995), as amended from time to time, if the PROVIDER is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and Hillsborough County, and the State of Florida Department of Health". If the sponsorship reference is in written material, the words "Hillsborough County" and the "State of Florida Department of Health" shall appear in the same size letters or type as the name of the organization.

ARTICLE XXVIII

Drug Free Workplace

The Provider will assure the County it will administer, in good faith, a policy designed to ensure that the Provider is free from the illegal use, possession, or distribution of drugs or alcohol. As part of such policy, the Provider will require, as a condition of employment, that each employee notify their supervisor within five (5) days if they have been convicted under a criminal drug statute for activity occurring at the workplace or outside the workplace, if the offense could be reasonably expected to affect the Provider's function. The Provider will, in turn, immediately notify the County of the occurrence as well as any and all corrective action taken. A criminal drug statute is any law, federal, state, or local, which makes unlawful the manufacture, distribution, dispensation, or possession of any controlled substance or illegal drug.

ARTICLE XXIX

Incident Reporting

The PROVIDER shall, in accordance with the Department of Health client risk prevention system, report those reportable situations listed in HRSR 215-6 paragraph 5, in the manner prescribed therein. In addition, the PROVIDER shall report incidents of child abuse, abandonment or death and abuse, neglect, exploitation or death of disabled adults or elderly persons. The PROVIDER through its employees and agents must comply with Chapters 39 and 415, Florida Statutes, in reporting abuse, abandonment, neglect, exploitation or death, as relevant, of children, disabled adults and elderly persons served directly or indirectly under this Agreement (1-800-96ABUSE) and report to the Program Manager the nature and details of such report within 24 hours of making thereof. Reporting to the Program Manager does not satisfy the PROVIDER's obligations under Chapters 39 and 415, Florida Statutes.

ARTICLE XXX

Patents, Copyrights, and Royalties

If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the PROVIDER shall refer the discovery or invention to the State Department of Health, through the COUNTY, to determine whether patent protection will be sought in the name of the State of Florida. In the event any books, manuals, films, or other copyrightable materials are produced, the PROVIDER shall notify Department of Health. Any and all patent rights and copyrights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

The PROVIDER, without exception, shall indemnify and hold harmless the COUNTY and State of Florida and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the PROVIDER. If the PROVIDER uses

any design, device, or materials covered by letters, patent or copyright, it is agreed and understood without exception that the fees for service shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

ARTICLE XXXI

Certification Regarding Debarment

Provider shall execute a certification regarding debarment, suspension, ineligibility and voluntary exclusion, contracts/subcontracts, attached as EXHIBIT XV and made a part hereof.

ARTICLE XXXII

Certification Regarding Lobbying

PROVIDER shall comply with the certification provisions set forth in EXHIBIT XIV.

ARTICLE XXXIII

PROVIDER understands that it is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), and 42 USC Section 7401 et seq., the Federal Water Pollution Control Act as amended 33 USC 1251 et seq., 40 CFR 35.6595, and shall remain in compliance during the term of this Agreement and any renewal or amendment thereof. Violations shall be reported to the United States Department of Housing and Urban Development and the appropriate Regional Office of the Environmental Protection Agency.

PROVIDER understands that it is in compliance with the Energy Policy and Conservation Act 45 CFR 92.36(I)(13), 45 CFR 92.37 (b), as well as Debarment and Suspension 45 CFR 74 App A (8), and shall remain in compliance during the term of this Agreement and any renewal thereof.

ARTICLE XXXIV

A. Use of Volunteers: The PROVIDER will make maximum use of all available community resources, including volunteers serving under the Domestic Volunteer Services Act of 1973 (PL 87-394), and other appropriate voluntary organizations. The use of such services shall supplement, but shall not be in lieu of, paid employees.

B. Standards for Services and Construction of Facilities: The PROVIDER will ensure that the facilities and buildings used to provide services under this contract meet

the standards specified in 45 CFR 1386.17, Standards for Services and Construction of Facilities. The PROVIDER will also comply with those standards required by local fire and health authorities.

C. Accessibility: The PROVIDER ensures that buildings used in connection with the delivery of services accessed under this contract will meet standards adopted pursuant to the Act of August 12, 1968 (42 U.S.C. 4151-4157), known as the Architectural Barriers Act of 1968.

D. Auxiliary Aids for Persons with Sensory, Manual, or Speaking Impairments: The PROVIDER will provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to participate in or benefit from Department of Health programs and services. The use of auxiliary aids will be at no cost to the client, employee or applicant.

ARTICLE XXXV

The State of Florida, Department of Health, Bureau of HIV/AIDS has established a manual which sets forth various forms, rules, and criteria on the provision of all HOPWA services. The PROVIDER acknowledges that by signing this Agreement that they have received a copy of the manual referred to as the State HOPWA Program Guidelines, February 2001 ("HOPWA Guidelines") and the 2001 HIV/AIDS Case Management Standards and Guidelines ("Case Management Handbook") both incorporated herein by reference. The PROVIDER must review and read the guidelines carefully. The PROVIDER must comply with each and every requirement and must maintain documentation of compliance, for the period of this Agreement. In the event of a conflict between this Agreement and the HOPWA Guidelines and the Case Management Handbook, the requirements of the HOPWA Guidelines and the Case Management Handbook shall control. However, the PROVIDER must notify the DEPARTMENT immediately of any conflict.

ARTICLE XXXVI

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

PROVIDER, as a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for PROVIDER to comply with the HIPAA laws shall be borne by PROVIDER. All HIPAA compliance dates must be satisfied and PROVIDER must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by COUNTY's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the COUNTY upon request. PROVIDER is required to fully cooperate with any and all audits, reviews and investigations conducted by

COUNTY, Centers for Medicare & Medicaid Services (“CMS”), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

PROVIDER, as a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the DEPARTMENT (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

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ARTICLE XXXVII

Entire Agreement

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the PROVIDER and the COUNTY have executed this Agreement the date first above written.

ATTEST: Pat Frank, Clerk
of Circuit Court

COUNTY: Hillsborough County, Florida

BY: _____
Deputy Clerk

BY: _____
Chairman

ATTEST: For the PROVIDER

PROVIDER: XXX

Witness

BY: _____
Authorized Representative

Title

Witness

Date Signed

<i>Dept.</i>	<i>Approval</i>	<i>Date</i>
<i>Contracts</i>	_____ <i>NA</i>	_____ <i>5/11/05</i>
<i>Legal</i>	_____	_____

ACKNOWLEDGMENT OF PROVIDER, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____ (Date) (Name of officer or agent, title of officer or agent) of _____ a _____ corporation, (Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the

time of notarization, and is personally known to me or has produced _____ as identifies and did certify to have knowledge of (Type of Identification) the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this

_____ (Date)

_____ Commission Number (Official Notary Signature and Notary Seal)

_____ Commission Expiration Date (Name of Notary typed, printed or stamped)

ACKNOWLEDGMENT OF PROVIDER, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____ (Date) (Name of acknowledging partner or agent), partner (or agent) on behalf of _____, a partnership. He/she personally appeared before me at the time of

notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge (Type of Identification) of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

me this _____ (Date)

_____ Commission Number (Official Notary Signature and Notary Seal)

_____ Commission Expiration Date (Name of Notary typed, printed or stamped)

ACKNOWLEDGMENT OF PROVIDER, IF A GOVERNMENTAL ENTITY

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____ (Date) (Name of person acknowledging), who personally

appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did (Type of Identification) certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or

affirmed) before me this _____ (Date)

_____ Commission Number (Official Notary Signature and Notary Seal)

_____ Commission Expiration Date (Name of Notary typed, printed or stamped)

EXHIBIT I

SCOPE OF SERVICES

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

Case Management: Case management services directly associated with housing services provided under this Agreement. Case management includes client-centered service that links clients and other family members or caregivers with needed services to insure timely, coordinated access to appropriate levels of health and support services and continuity of care. Key activities include: initial and ongoing assessment of needs and personal support systems; development of a comprehensive, individualized service plan; coordination of services required to implement the plan; and periodic reevaluation and adaptation of the plan as necessary over the life of the client. Case Management shall also include coordination of payment for the client's rent, mortgage, utility bills (including a telephone), or transitional housing (including room and board if necessary and appropriate), as well as permanent housing placement services under this Agreement.

B. **UNITS OF SERVICE:**

One unit of case management is one quarter hour of case management services, as defined in Exhibit I, provided in relation to eligibility determination or provision of assistance under this Agreement. Billing for case management services must comply with the April 5, 1996, memorandum from Bill Wilde, included as Attachment A, and incorporated herein.

C. **PROVIDER's Contract Coordinator for this contract:**

1. Name: XXX
1. Address: XXX
3. Phone/Fax: XXX

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

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

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

F. **PROVIDER's operating hours:**

Note: Services must be maintained, at a minimum, eight hours a day, five days a week, excluding holidays. The PROVIDER shall observe the same holidays as the State of Florida, Department of Health employees. Holidays in addition to the

aforementioned shall be reimbursed from funding sources other than this contract.

1. Mon-Fri 8:00 AM to 5:00 PM

G. MEASURABLE OUTCOMES for this contract period are:

1. A minimum of XXX unduplicated residents will be served, as documented in the quarterly service report (Attachment B).
2. A minimum of XXX units of service will be provided; as documented in the quarterly service report and the monthly request for reimbursement.
3. The PROVIDER must report on all outcomes defined by the Quality Management program.
4. Documentation of the provision of orientation and regularly scheduled and appropriate training of all program staff;
5. Documentation of responses on 95 percent of client complaints.
6. Documentation in the client record will verify that 95% or more of applications have been followed-up within 10 days of the date of the application.
7. Documentation in the client record will verify that 95% or more of problems identified by the client have been followed-up within 10 days of the problems being identified.
8. Within three months after expiration of eligibility for HOPWA benefits, 85% or more of clients will reside in a reasonably secure housing arrangement, which includes basic utilities such as electricity and water, as confirmed by the case manager and documented in the case record.
9. The PROVIDER shall achieve a satisfactory or better rating on at least 90% of case management records reviewed based on a sample size of at least 10 case management records.
10. Documentation in the client record will verify that referrals, where appropriate, were given to the client 95% of the time.
11. If a percentage less than the satisfaction rate set forth in this Agreement is received on the above referenced survey, then the PROVIDER will submit a corrective action plan within 30 days of the received results.
12. The PROVIDER will provide a written report to the DEPARTMENT on the results of the client satisfaction survey. Results of the survey must be reported to the DEPARTMENT annually on January 15 or the deadline date provided by the COUNTY.
13. Follow up on at least 95% of all applications within 10 days of PROVIDER receipt.
14. Ensure 99% of the clients who receive HOPWA benefits within the eligible payment period will receive an assessment, which includes appropriate referrals to supportive services and service providers.
15. Ensure 99% of the clients will be referred for other types of housing assistance, where available, when client assessments indicate that little or no improvement of the condition that caused the need for HOPWA assistance (financial burden) are likely during and after the eligible payment period for

STRMU. Where other types of housing assistance are not available in the service area, PROVIDER must note and thoroughly document.

16. Ensure 99% of clients served will be evaluated to determine the level of need and ensure that long-term housing solutions are sought for each client with the client's assistance and cooperation.

17. Report to the DEPARTMENT the actual percent of clients served who were successfully transitioned from transitional housing placement to permanent housing by or before the end of the eligible payment period of 60 days by July 15.

18. Report to the DEPARTMENT the actual percent of clients served who received short-term rent or mortgage or utility benefits that were appropriately housed and able to maintain stable housing by or before the end of the eligible payment period of 21 weeks by July 15.

H. SERVICE AND STAFF STANDARDS

1. Rent standard: The rent standard shall be established by HUD and shall be no more than the published Section 8 FMR (Fair Market Rent), 24 CFR 888, FMR for Section 8 housing, incorporated herein by reference, including any subsequent revisions. However, on a unit by unit basis, the Care Council may increase that amount up to 10% for up to 20% of the units assisted.
2. Client Eligibility. Eligibility for services under this Agreement shall be limited to those clients who meet the following requirements. The PROVIDER shall determine the eligibility for HOPWA services at the time of initial application and when additional assistance is sought. Clients must at a minimum:
 - 1) be enrolled through a case manager.
 - 2) have a positive HIV antibody test documented within the client file.
 - 3) provide certification of the need for housing assistance.
 - 4) have a documented income that does not exceed 80% of the median income for the geographic area as defined in the Department of Housing and Urban Development Notice of Estimated Median Family Incomes for Fiscal Year 2004, incorporated herein by reference, including any subsequent revisions.
 - 5) have documented HIV-related need for housing assistance. HIV-related need shall mean -- the client must have an HIV condition which has a detrimental impact on their income or expenses to the extent that they can no longer afford housing, their HIV condition impedes their ability to generate income.

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3. The need for housing assistance must be identified in the client's individualized written case plan, and a copy of the application form, as found in the HOPWA manual, must be completed and kept in the client's record.
4. The rental assistance agreement, as found in the HOPWA manual, must be completed by the interviewer and returned from the landlord prior to recommendation for authorization of payment assistance.
5. Clients provided services under the HOPWA contract are not to be charged fees for services.
6. Service tasks will include eligibility determination, counseling, education, referral, follow-up, and any other tasks which would reasonably be expected as part of case management.
7. Professional Staff Qualifications
 - a) Professional staff employed by the Provider shall have sufficient case management experience and shall receive ongoing training including regular updates to enhance their job skills.
 - b) Staff shall be supervised by a person with appropriate credentials and experience.
 - c) Staff shall be able to communicate with those being served.
 - d) Staff shall be sensitive to clients' ethnic and cultural backgrounds.
 - e) Case Managers providing services under the Agreement shall meet the qualifications referenced in the guidelines for the case management staff qualifications in the State's HIV/AIDS Case Management Handbook.
 - f) Case management agencies should develop promotional and career ladder opportunities to retain their case managers.
8. Staff Orientation and Training.
 - a) New staff shall receive orientation within the first month of employment on the scope of the Department of Health-related and community-related programs.
 - b) Staff will be trained to communicate with clients in an appropriate manner sensitive to clients' ethnic and cultural backgrounds.
 - c) Staff will receive training on a regular basis to continuously improve their skills in areas such as client education, case management, provider fiscal practices, interviewing techniques, etc.
9. The Provider will have written policies pertaining to:
 - a) Orientation and training for program and support staff.
 - b) Personnel policies and procedures including annual staff performance review.
 - c) Job descriptions for all staff.
 - d) Affirmative action.
 - e) Board members' responsibilities, term of office, composition of the Board.
10. The following services are not allowable under this contract:
 - a) Payments which exceed actual costs.

- b) Payments made directly to a client.
- c) Cash payments of any kind, including checks made out to cash.
- d) Property taxes that are not included in the mortgage payment.
- e) Long distance telephone charges.
- f) Repairs of any kind to an individual's home or apartment.
- f) Payment to family member(s) for rent unless substantiated by written agreement that a lessee/lessor relationship existed prior to application for HOPWA assistance.

11. Required Documentation

The Provider shall maintain documentation of records that support payments with award funds on behalf of clients. Each payment requires two items of accounting records. A copy of the invoice and acknowledgment of receipt of payment shall be submitted with the invoice and maintained in the client's record. Examples of items of accounting records include, but are not limited to:

- a. A letter, utility bill, or overdue notice from the landlord, mortgage company or utility company indicating that the rent, mortgage, or utility bill is overdue and the total amount of the bill including all late fees and/or reconnection fees.
- b. A copy of the invoice that has been paid to the landlord, mortgage or utility company.
- c. The County, State Comptroller and Department of Health reserve the right to request supporting documentation on particular invoices at any time. The Provider shall maintain records which document the total number of recipients served, names (or unique identifiers) of recipients to whom services were provided, and the date(s) on which services were provided so that an audit trail is available.

12. Utility Assistance (Short Term Housing Assistance): Services that pay for gas, coal, oil, water, local telephone service, electricity, firewood and garbage service, including late fees, reconnect fees, and payments in arrears. Hookup fees and deposits are allowable expenses, but can be paid with HOPWA funds only after all other funding alternatives are exhausted. When HOPWA funds are used to cover security deposits on apartments, phones or utilities these deposits shall be put in the COUNTY's name whenever possible. When refunded, deposits shall be returned to the COUNTY's account to provide additional services.

13. Case Management services shall be documented in the individual client record in the form of a case note detailing the date, time, interaction, plan of action and follow-up.

14. The PROVIDER shall utilize public and community resources to reduce the cost of the service whenever possible and to enhance integration into the community. Report on the amount of funds and the number of units of housing supported with public and community (other) resources by July 15, for the period ending June 30.

15. PROVIDER must establish and communicate to clients procedures for contacting case management staff in case of housing emergencies during non-working hours.

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EXHIBIT II

PAYMENT SCHEDULE

- A. The maximum amount payable for case management services by the COUNTY under this Agreement is **Fifty-one Thousand Five Hundred Two Dollars (\$51,502.00)**, which will be reimbursed at the rate of \$XXX per unit.
- B. The PROVIDER will request reimbursement from the COUNTY for actual expenditures or services on a monthly basis, based on a DEPARTMENT-approved budget.
- C. Any third party payments collected by the PROVIDER for eligible services for which the COUNTY has also paid pursuant to this Agreement will be reimbursed by the PROVIDER to the COUNTY up to the total amount paid by the COUNTY on behalf of any eligible individual. The usual method of reimbursement will be by credit to the PROVIDER's first billing statement following third party payment.
- D. Moreover, the PROVIDER agrees not to impose or collect supplemental fees from the aforesaid otherwise eligible individuals, except as approved by the DEPARTMENT, and in accordance with Public Health Service guidelines.

EXHIBIT III
 HILLSBOROUGH COUNTY
 HEALTH AND SOCIAL SERVICES DEPARTMENT
HOPWA

REQUEST FOR REIMBURSEMENT

PROVIDER: _____ FOR MONTH OF: _____
 CONTACT PERSON: _____ PHONE: _____
 TYPE OF SERVICE: _____ DATE: _____

	Approved Budget	Current Invoice	Expenditures To Date	Remaining Budget
# OF UNITS OF SERVICE TO BE RENDERED =				
FEE FOR SERVICE =				
UNITS OF SERVICE X FEE FOR SERVICE				
X =				
TOTAL COST				

PAYABLE TO: _____

Address: _____

Authorized Signature: _____

EXHIBIT IV

HOPWA—MONTHLY ADMINISTRATIVE REPORT

PROVIDER NAME _____ MONTH & YEAR _____
 CONTRACT # _____ SERVICE CATEGORY _____

- Total number of individuals served in current month: _____
- Enter the following information for ALL clients listed in number 1 above: _____

URN CLIENT I.D.#	Client ID#	Gender	Ethnicity	Race	Income	Housing Living Arr.	Medical Insurance	HIV/AIDS Status	Enroll ment Status	DOB	HIV/AIDS

Gender:

- (1) Male HIV+
- (2) Male CDC-defined AIDS
- (3) Female HIV+
- (4) Female CDC-defined AIDS
- (5) Transgender+
- (6) Transgender CDC-defined AIDS
- (7) Male Pediatric/affected (Title I only)
- (8) Female Pediatric/affected (Title I only)

Ethnicity:

- (1) Hispanic or Latino/a
- (2) Non-Hispanic or Latino/a
- (3) Unknown

Enrollment Status:

- (1) Active, new
- (2) Active, continuing

Income Level:

- (1) <100% of poverty
- (2) 101-150% poverty
- (3) 151-200% poverty
- (4) 201-250% poverty
- (5) 251-300% poverty
- (6) >300% poverty
- (7) Unknown

Status (HIV/AIDS Status):

- (1) HIV+, not AIDS
- (2) HIV-, affected only (Title I only)
- (3) CDC-defined AIDS

Exposure Category:

- (1) Transfusion, Blood component or Tissue
- (2) Gay/Bisexual Men
- (3) Inj. Drug User (IDU)
- (4) Gay/Bisexual Men & IDU
- (5) Heterosexual Contact
- (6) Pediatric Only
- (7) Unknown
- (8) HIV Affected
- (9) Hemophiliac

Race:

- (1) White
- (2) Black or African Amer.
- (3) Asian
- (4) Native Hawaiian/Pac. Isl.
- (5) Am. Indian or Alask. Nat.
- (6) Multiple Races
- (7) Unknown/Unreported

Medical Insurance:

- (1) Private
- (2) Medicare
- (3) Medicaid
- (4) Other Public
- (5) No insurance
- (6) Other
- (7) Unk/Unrepted

Housing/Living Arrangements:

- (1) Permanently housed
- (2) Non-perm. housed

If you had any clients served since January this year that are now deceased please declare their demographic data below:

URN CLIENT I.D.#	Client ID#	Gender	Ethnicity	Race	Income	H. Living Arr.	Medical Insurance	HIV/AIDS Status	Enroll ment Status	DOB	HIV/AIDS

HOPWA—MONTHLY ADMINISTRATIVE REPORT

PROVIDER NAME _____ MONTH & YEAR _____

CONTRACT # _____ SERVICE CATEGORY _____

REPORT THE NUMBER OF UNITS OF SERVICE PROVIDED AND THE NUMBER OF CLIENTS RECEIVING SAID SERVICE DURING THE CURRENT MONTH.

3. FOR HEALTH SERVICE PROVIDERS ONLY:

(# of visits)	/	(# of clients)	/	(# of 15-minute units)
_____	/	_____	/	Medical care (count # of visits)
_____	/	_____	/	Dental Care (count # of visits)
_____	/	_____	/	_____ Mental Health (count # of visits & # of 15-min units)
_____	/	_____	/	Substance Abuse Treatment/Counseling (count # of visits)
_____	/	_____	/	Rehabilitation services (count # of visits)

4. FOR CASE MANAGEMENT PROVIDERS ONLY:

(# of visits)	/	(# of clients)	/	(# of 15-minute units)
_____	/	_____	/	_____ Face-to-face encounters (count # of encounters AND)
_____	/	_____	/	_____ Other encounters (# of 15-minute units)

5. FOR HOME HEALTH PROVIDERS (TITLE II ONLY):

(# of visits)	/	(# of clients)	
_____	/	_____	Paraprofessional (count # of visits: 4 hours = 1 visit)
_____	/	_____	Professional (count # of visits: 2 hours = 1 visit)
_____	/	_____	Specialized (count # of visits: 2 hours = 1 visit)

6. FOR ALL PROVIDERS:

(# of visits)	/	(# of clients)	
_____	/	_____	Meds/Pharmaceuticals (count # of prescriptions & refills)
_____	/	_____	Buddy/Companion (count # of units actually provided)
_____	/	_____	Client Advocacy (1 unit = 1 hour or portion thereof)
_____	/	_____	Other Cnslng-Not Mental Health (Nutrition) (1 unit = 1 visit)
_____	/	_____	Day/Respite Care (1 unit = 1 hour)
_____	/	_____	Emergency Financial Assistance (count # of units actually provided)
_____	/	_____	Housing (1 unit = one day of housing assistance)
_____	/	_____	Food Bank/Home Delivered Meals (1 unit = \$5.00)
_____	/	_____	Transportation (1 unit = 1 1-way trip unless bus passes used)
_____	/	_____	Education/Risk Reduction (count # of units actually provided)
_____	/	_____	Foster Care/Adoption (count # of units actually provided)
_____	/	_____	Other Services (count # of units actually provided)
_____	/	_____	Hospice (1 unit = 2 hours)

EXHIBIT V

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) General: The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- (2) Recruitment: The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.
- (3) Unions: The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advertising the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Compliance Reports: The CONTRACTOR will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete, and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the CONTRACTOR has complied or is complying with these requirements. The CONTRACTOR will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the CONTRACTOR and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
- (5) Sanctions: In the event of the CONTRACTOR'S non-compliance with the non- discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
- (6) Subcontractors: The CONTRACTOR will include the provisions of paragraphs 1 through 6 in every subcontract under this contract so that such provision will be binding upon each subcontractor. The CONTRACTOR will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.
- (7) Federal Requirements: In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

- Section I of the Fourteenth Amendment to the United States Constitution.
- Title VI of the Civil Rights Act of 1964.
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
- Civil Rights Acts of 1866 and 1870.
- Standards for a Merit System of Personnel Administration, 45 CFR 70.
- Revised Order Number 4, 41 CFR 60-2.10.
- Rehabilitation Act of 1973, P.L. 93-112.
- Interagency Agreement dated March 23, 1973.
- Executive Order 11914, Non-discrimination with Respect to the Handicapped in Federally Assisted Programs.
- Age Discrimination Act of 1967, P.L. 94-135
- Civil Rights Act of 1968, P.L. 90-284
- Veterans Readjustment Act.
- Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State & Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O.
- Age Discrimination in Employment Act, as amended.
- Civil Rights Restoration Act of 1987.
- Federal Civil Rights Act of 1991.
- Americans with Disabilities Act
- General Accounting Procedures, 45 CFR, Part 74 and/or Part 92
- Clean Air Act, 42 USC 1857(h), section 306
- Clean Water Act, 33 USC 1368, section 508
- Executive Order 11738
- Environmental Protection Agency Regulations, 40 CFR, Part 15

STATE

- State Constitution (Preamble) and Section 13.251 (Powers and Purposes) protects citizens from discrimination because of race, national origin, or religion.
- Florida Statutes, Chapter 112.041, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
- Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
- Florida Civil Rights Act of 1992.

HILLSBOROUGH COUNTY

- **Civil Service Rule prohibits employment discrimination.
- **Civil Service Rule prohibits removal resulting from discrimination.
- **Civil Service Rule permits employee appeal for alleged discriminatory actions.
- ** Applicable to Hillsborough County Government
- Human Rights Ordinance #88-9, as amended, prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.
- Hillsborough County Ordinance #83-9, (Homerule Charter) Article IX, Section 9.11, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation.

(Rev 03-91)

EXHIBIT VI

INSURANCE REQUIREMENTS

If the PROVIDER is a state agency or subdivision as defined by section 768.28, Florida Statutes, the PROVIDER shall furnish the COUNTY, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

Certificate of Insurance

The PROVIDER certifies that it maintains general and professional liability protection coverage through the Florida Casualty Insurance Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the state of Florida, Department of Insurance, or through J. Hillis Miller Health Self-Insurance Trust Fund, the J. Hillis Miller Health Center/Jacksonville Trust Fund, self-insurance programs created pursuant to section 240.213, Florida Statutes. Such protection is as described in section 768.28, Florida Statutes. This certification of insurance satisfies the requirements of article XII of this Agreement.

Project Title: REQUEST FOR APPLICATIONS FOR THE PROVISION OF HIV-RELATED HEALTH AND SUPPORT SERVICES FOR THE HILLSBOROUGH COUNTY HEALTH AND SOCIAL SERVICES DEPARTMENT.

(The remainder of page intentionally left blank)

EXHIBIT VII

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Hillsborough County Board of County Commissioners
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____

and (if applicable its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information within 3 years prior to signing this document, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(1), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents, who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(3), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within 3 years prior to signing this document.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years prior to signing this document.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years prior to signing this document. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and a final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this day of 20 .

Personally known
OR Produced identification

Signature

Notary Public – State of _____

My commission expires _____

(Type of identification)

(Printed, typed, or stamped
commissioned name of notary public

EXHIBIT VIII

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Signature of Authorized Official

DATE

Grant-Funded Contractor Name

SMOK_CRT.227] [

EXHIBIT IX

(This page intentionally left blank)

EXHIBIT X

MEMORANDUM OF UNDERSTANDING

CONFIDENTIALITY OF CLIENT INFORMATION

The purpose of this Memorandum of Understanding is to emphasize all information held in health records is confidential, with access governed by state and federal laws. Information which is confidential includes a client's name; address; medical, social and financial data; and services received. In addition, the fact that someone has had an HIV test is confidential, whether the results of that test is positive or negative. Data collection by interview, observation, or review of documents should be conducted in a setting that protects the client's identity from unauthorized individuals. Client information should not be discussed outside the agency, except in the performance of referrals to other agencies for client care.

Section 384.29, Florida Statutes, addresses the need for special discretion in the handling of sexually transmissible disease information. Sexually transmittable diseases, by their nature, involve sensitive issues of privacy and all programs designed to deal with diseases should afford privacy and confidentiality to the client.

Section 381.004 (3), Florida Statutes, deal with confidentiality of HIV test results. There are penalties for violating this statute. These penalties range from disciplinary action the agency to a criminal misdemeanor.

I understand and agree to abide by these confidentiality provisions.

Employee Signature

Date

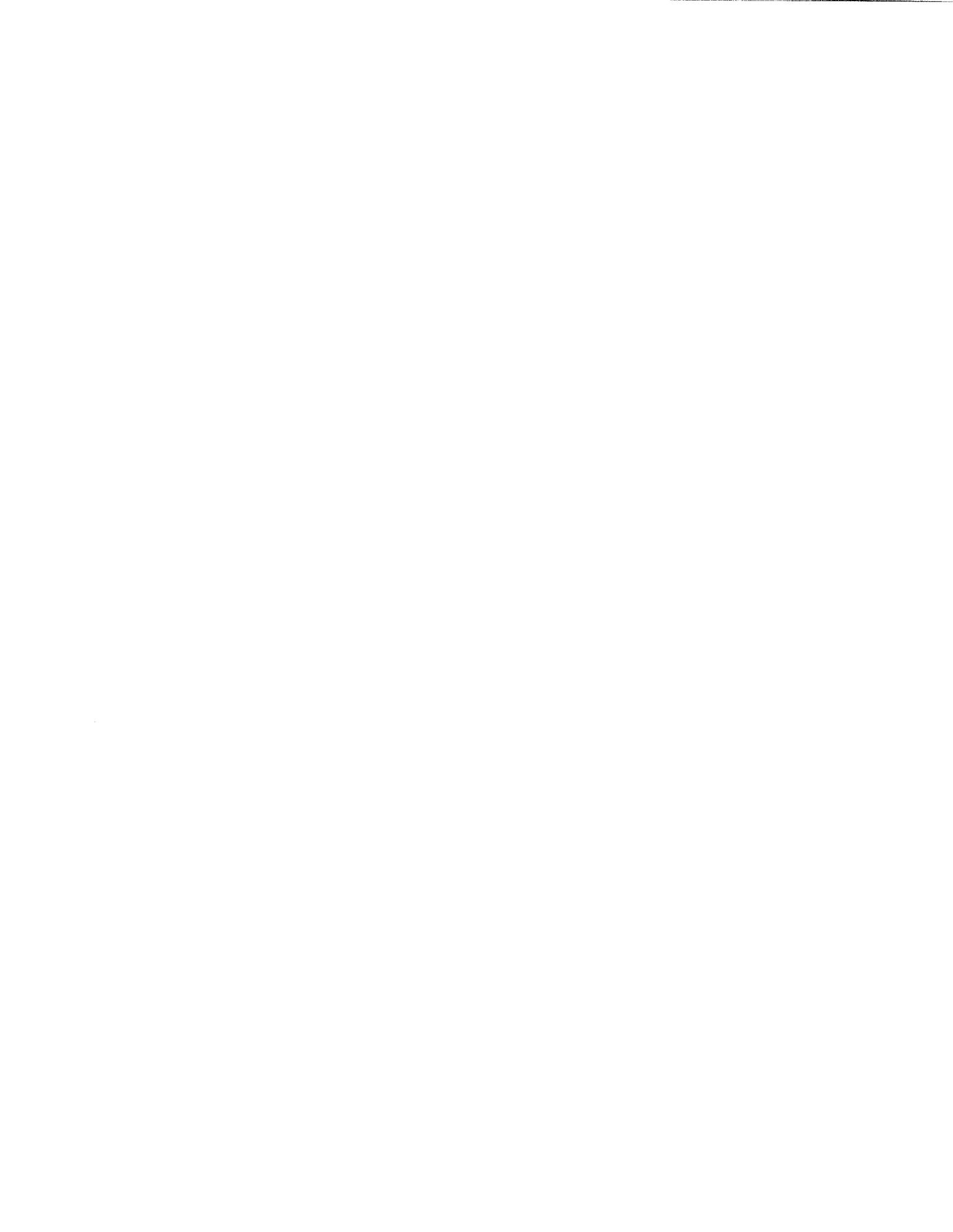


EXHIBIT XI

**RYAN WHITE PROGRAM
CONTRACTOR'S NAME
BUDGET/EXPENDITURES STATUS**

TYPE OF SERVICE:
CONTRACT NUMBER:
CONTRACT AMOUNT:

Budget Categories	Original Budget	Amended Budget	Amended Budget	Exp Mar	Exp Apr	Exp May	Exp Jun	Exp Jul	Exp Aug	Exp Sep	Exp Oct	Exp Nov	Exp Dec	Exp Jan	Exp Feb	Exp YTD	Availa Balan
Personnel																	
Fringe																	
Travel																	
Equipment																	
Supplies																	
Other:																	
1) Util.																	
2) Phone																	
Total Program																	
Admin:																	
Salaries																	
Fringe																	
Rent																	
Printing																	
Postage																	
Liab. Ins.																	
Total Admin																	
Total Contract																	

I, _____, being an authorized agent of (contracted agency's name), hereby attest and certify that the expenditures listed in this document represent the actual expenditures incurred in providing the units of service billed for during the first () second () third () fourth () quarter of 2005 for contract number _____. I further attest that these expenditures are within the approved budget. I certify that there are no mathematical errors in the budget of this contract.

Printed Name _____

Signature _____

Date _____ 405

EXHIBIT XII

I. Provider and DEPARTMENT Mutually Agree:

A through J intentionally omitted.

K. Authority of Person Executing Agreement. And represents the persons executing this Agreement (and any portion thereof) for the respective parties hereto have the actual authority to so execute on behalf of each party and that all actions, corporate or otherwise, necessary to such authority have occurred.

L. intentionally omitted.

II. Provider Agrees:

A. Contractual Services.

1. Intentionally omitted.

2. And acknowledges its exclusive responsibility to gather copies of any publications or other materials referenced herein, including amendments or newer editions published during the term hereof, required to perform hereunder. Such referenced items and amendments or newer editions thereof are automatically incorporated by reference herein without need for further amendment hereof.

B. Invoices and FTE:

1. Any payment due hereunder may be withheld until all reports from Provider are Department approved.

C. Federal and State Laws and Regulations

1. If this Agreement provides for payment, in whole or in part, with federal funds, to comply with the applicable provisions of 45 CFR, Parts 74 and 92, all applicable OMB Circulars, and other applicable regulations whether or not specified herein.

2. If this Agreement provides for payment of federal funds exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, and the Water Pollution Control Act, as amended.

3. To notify the Florida Department of Children and Families of all employment opportunities requiring a high school education or less.

4. To comply with all applicable laws, statutes, ordinances, codes, and regulations of the United States, the State of Florida and, where relevant, counties and municipalities, and to complete any forms required under such laws, statutes, ordinances, codes and regulations, whether or not such laws, statutes, ordinances, codes, regulations and forms are referenced herein.

5. To incorporation by reference of Fla. Stat. 287.058(1)(a-f).

6. If this contract funds purchases or improvements to real property, Provider grants DEPARTMENT a security interest to the value of such funding for at least 5 years from the date of the purchase or the completion of the improvements or as otherwise required by law and shall take such steps to effectuate the security interest as required by law.

D. Records, Retention and Public Access

1. To maintain:

a. Books, records and documents (including supporting documents and electronic storage media) in accord with generally accepted accounting procedures and practices sufficiently

and properly reflecting all expenditures of funds provided hereunder and revenues resulting herefrom; and

b. All programmatic records including client and statistical records and any other documents (including supporting documents and electronic storage media) pertinent hereto in a manner acceptable to DEPARTMENT.

2. To retain all items referenced in II.D.1. of this Attachment as well as any audit working papers generated as a result hereof until the latter of:

- a. Five years after termination hereof;
- b. Resolution of all related audit findings;
- c. Resolution of litigation arising from the terms hereof; or
- d. Five years after the date any underlying audit was issued, unless extended in writing by DEPARTMENT.

3. Upon completion or termination hereof, to permit and facilitate DEPARTMENT and Florida Department of Health prompt access upon request to all items referenced in this section for duplication or transfer to DEPARTMENT during the retention period stated in II.D.2. above.

E. Audits

1. To comply with applicable provisions of:

a. The Florida Single Audit Act, Fla. Stat. 215.97 without limitation on DEPARTMENT or any other state agency conducting or arranging other audits or evaluations;

b. Chapters 10.550 and 10.650 of the Auditor General's regulations; and

c. OMB Circular A-133 and any revision thereto.

2. An audit of Provider by the Auditor General satisfies II.E.1.

3. And acknowledges Audits not required under II.E.1. cannot, in any way, be funded through this Agreement.

4. In addition to any requirements of II.D.1. and II.E.1. to send copies of Audit Reports (with the date Provider received such indicated in accompanying correspondence), the Reporting Package (OMB Circular A-133, as revised), and Management Letters to:

a. Departments Program Manager; and,

b. Contract Administration, 4052 Bald Cypress Way, BIN B01 (HAFACRM), Tallahassee, Florida 32399-1729.

5. To mail copies of reports and management letters required under II.E.1.a. or b. to State of Florida Auditor General, Rm. 574, Claude Pepper Bldg, 111 W. Madison St., Tallahassee, FL 32302-1450.

F. Monitoring

To, consistent with applicable state and federal law:

1. Comply and cooperate with any monitoring procedures and processes deemed appropriate by the State of Florida in general and Department in particular, including but not limited to, inspections, reviews, investigations or audits by the federal government,

DEPARTMENT, the Comptroller, the Auditor General or their agents;

2. Ensure clients, personnel and all items referenced in II.D.1, as well as any other resources necessary to effect this monitoring, and work records of those persons selected to, or filling, the staffing requirements hereof are available and subject at all times to inspection, review, and/or audit by the federal government, DEPARTMENT, the Comptroller, the Auditor General or their agents; and

3. Where Provider is a state university, following any monitoring finding deficiency by DEPARTMENT, DEPARTMENT shall notify Provider in a writing specifying such deficiencies and providing Provider an opportunity within a stated time period to rectify such deficiencies or provide DEPARTMENT a reasonable and acceptable justification for not correcting such.

G & H intentionally omitted.

I. Safeguarding Information. To adhere to any applicable professional standards of practice and relevant state and federal law with respect to client confidentiality in a manner consistent with, or exceeding the requirements of, Department of Health Information Security Policies, Protocols and Procedures, September 2000, as amended.

J. Intentionally omitted.

K. Return of Funds.

1. To return to DEPARTMENT any overpayment or funds disallowed pursuant to the terms hereof disbursed to Provider. Funds paid on a calendar basis shall, upon termination pursuant to I.C., be prorated with any

remainder returned to DEPARTMENT as an overpayment. Additionally, Provider shall return to DEPARTMENT any and all funds paid pursuant hereto for Services for which Provider has received payment from any other source(s) including other sources within DEPARTMENT. All of the above-referenced funds shall be considered DEPARTMENT funds. The return shall be due within forty-five (45) days following the completion or termination hereof, or within ten (10) days after the overpayment is discovered, whichever is sooner. If Provider fails to timely repay such funds, Provider shall pay to DEPARTMENT, in addition to such funds, interest at the rate set pursuant to Fla. Stat. 55.03. Interest shall accrue from the date Provider was obligated to pay such funds through the date such funds are fully paid.

L. Patents, Trademarks, Copyrights and further uses

1. Patents, Copyrights and trademarks arising, developed or created in the course or as a result of Services or in any way connected herewith are the property of the State of Florida Department of Health and nothing resulting from Services or provided by DEPARTMENT to Provider as a result hereof may be reproduced, distributed, licensed, sold or otherwise transferred without prior written DEPARTMENT permission.

2 If a state university, paragraph 1 does not apply and the following controls: Absent DEPARTMENT's explicit notification to Provider herein of particular property to be produced hereunder that DEPARTMENT intends to retain

exclusive rights to copyright, trademark or patent, Provider shall have the right to apply for copyright, trademark or patent on any property, created, developed or invented as a result hereof. Provider shall supply DEPARTMENT a copy of such property and grants all state agencies a nonexclusive, royalty free and irrevocable license to reproduce, publish and use such property for government purposes. If this Agreement contains federal funds, Provider grants the federal awarding agency, for federal government purposes, the same right it grants state agencies.

M through O omitted intentionally.

P. Civil Rights Certification. To comply with applicable provisions of DEPARTMENT publication "Methods of Administration, Equal Opportunity in Service Delivery."

Q. Withholdings and Other Benefits; Independent Capacity of the Contractor, Indemnification.

1. This Agreement creates no DEPARTMENT obligations:
 - a. To pay social security and income tax withholdings;
 - b. To pay retirement, health or leave benefits;
 - c. To furnish services of support normally available to state employees (e.g., office space, office supplies, telephone service, secretarial, or clerical support).
2. And represents it shall not bind, nor represent to third parties it has the authority to bind, DEPARTMENT.
3. And represents that Provider and Provider's employees, agents, subcontractors, assignees and delagees are, and shall behave in all matters arising out of or related

hereto, as independent contractors.

R. Sponsorship. All notices, informational pamphlets, press releases, advertisements, descriptions of sponsorship of the program research reports, and similar public notices by or for Provider arising or resulting herefrom shall comply with Fla. Stat. 286.25.

S. Lobbying, Fund-raising and Program Income. To comply with the prohibitions against expenditures of contract funds to lobby the Legislature or a state agency. Fla. Stats. 11.062 and 216.347. Fund raising activities shall not be charged to, or reimbursed from, any DEPARTMENT contract proceeds. Program income shall be used, at the direction of DEPARTMENT, to either reduce the contract award or fund additional Services. For purposes hereof, "program income" shall mean gross income received by Provider directly generated by a grant supported activity, or earned as a result hereof during the term hereof. If any payment due hereunder results directly from a budget line item submitted by Provider and Provider's actual costs/expenditures during the hereof are less than the amount budgeted, the resulting excess payment shall be deemed "program income."

T. Omitted intentionally.

U. Time of Essence Regarding Obligations of Provider, all Breaches Material. Time is of the essence with regard to each and every obligation of Provider contained herein. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from

the untimely performance thereof) shall constitute a material breach hereof.

V. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Acknowledgments and Representations regarding the Convicted and the Discriminatory Vendors List.

1. If federal funds received by Provider hereunder exceeds \$25,000.00, Provider:
 - a. certifies, by signing this Agreement, neither Provider nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation herein by any federal department or agency and, if Provider is unable to certify to any of the statements contained in this section, Provider shall attach an explanation hereto;
 - b. agrees this certification is a material representation of fact upon which reliance is placed when this Agreement is entered into. If it is later determined the signer or Provider knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment;
 - c. Provider acknowledges and agrees to provide immediate written notice to the Program Manager if Provider learns its certification was erroneous when submitted or has become erroneous due to changed circumstances;
 - d. Provider acknowledges and agrees the terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the

meanings set out in the Definitions and Coverage section of rules implementing Executive Order 1254, Debarment and Suspension, signed February 18, 1986;

e. agrees to not knowingly subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation herein unless authorized by the Federal Government; and

f. agrees to require each person or entity subcontracted hereunder receiving payment of \$25,000 or more in federal monies submit a signed copy of this certification to DEPARTMENT.

2. If the amount of federal funds received by Provider hereunder exceeds \$100,000.00, Provider's signatory (hereinafter the "Undersigned"), on both their own behalf and Provider's, certifies to the best of their knowledge and belief, that:

a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned or Provider, to any person for influencing or attempting to influence an officer or employee of any agency, 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;

b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, an officer or employee of Congress, in connection with this Federally funded agreement, Undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

Undersigned and Provider acknowledge THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS AGREEMENT WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE TO MAKING OR ENTERING INTO THIS AGREEMENT IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

3. Undersigned, on behalf of himself/herself, Provider, and any affiliate thereof, represents there is no placement on either the convicted vendor or discriminatory vendor lists prohibiting this Agreement. Fla. Stats. 287.133-134.

*****END OF TEXT*****

ATTACHMENT A

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

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

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

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

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

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

If you have questions or comments about this new policy, please contact the department's Ryan White Program Manager.