BALTIMORE CITY HEALTH DEPARTMENT

Request for Proposals (RFP) for HIV Prevention Services

High Impact HIV Prevention and Surveillance Programs for Health Departments (CDC-RFA-PS24-0047)

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A. Introduction

The Baltimore City Health Department (BCHD) has partnered with community-serving entities to conduct HIV education, prevention, and care interventions aimed at reducing new infections and ensuring that those diagnosed with HIV receive quality care linkage and sustained engagement since Baltimore City became a directly funded city for HIV services by the Centers for Disease Control and Prevention (CDC). Over the years, these entities have included traditional and nontraditional partners including community-based organizations, healthcare facilities, Federally Qualified Health Centers (FQHCs), academic centers, and consultants. With departmental and community-informed priority setting, we have optimized local, state-wide, and national funding to implement our sustained core HIV and STI programs and to achieve the objectives outlined in the Ending the HIV Initiative (EHE).

In April 2024, the National Center for HIV, Viral Hepatitis, STD, and TB Prevention at the Centers for Disease Control and Prevention (CDC) released a Notice of Funding Opportunity (NOFO) for health departments to implement a 5 year integrated HIV surveillance and prevention program- PS24-0047: *High-Impact HIV Prevention and Surveillance Programs for Health Departments*. The purpose of the PS24-0047 funding is to implement a comprehensive person-centered HIV prevention and surveillance program to prevent new HIV infections and improve the health of people with HIV. The NOFO prioritizes increasing knowledge of HIV status, reducing HIV transmission, preventing new HIV infections, improving linkage to care and viral suppression, and maintaining the elimination of perinatal transmission, and supports activities related to the syndemics of HIV, hepatitis C (HCV), and other Sexually Transmitted Infections (STIs), including syphilis. BCHD funded 14 subrecipients from 2024 to 2026 who conducted activities to move Baltimore City closer to its objectives of making new HIV infections rare.

Through this 2026 Request for Proposals (RFP), the Baltimore City Health Department (BCHD) is soliciting proposals from qualified community-based organizations, healthcare providers, and other eligible entities to serve as subrecipients in our effort to strengthen Baltimore City's response to HIV, HCV, and STIs, which continue to pose significant and evolving public health challenges locally. Partners with strong community ties and demonstrated capacity to deliver culturally responsive, evidence-based interventions are encouraged to apply.

The key goals of this funding include:

- Increasing routine and targeted HIV, HCV and STI screening rates, thereby reducing late diagnoses
- Expanding access to and awareness of PrEP and PEP
- Reducing disparities among disproportionately affected populations
- Strengthening community and provider education and partnerships

Available Funding

- Total funding range: $60,000-$165,000 (according to service category-see section C)
- Number of awards anticipated: Up to 10 awards

- Anticipated project period: June 1, 2026 – May 31, 2029 (according to service category)

Funding is contingent upon CDC award and federal appropriations, BCHD's programmatic priorities, and subrecipient performance.

B. Background

According to the 2025 Baltimore City Annual HIV Epidemiological Profile (BCAHEP) published by the Maryland Department of Health (MDH), there were 178 new reported HIV diagnoses in Baltimore City in 2024. While this number reflects a slight increase from 2023 (172, 3.5%), it is also reflective of the effects of improvements in HIV prevention and care treatment over the years, and the core interventions implemented city-wide by various health department programs, and clinical and non-clinical community partners (a reduction from 1,380 reported new diagnoses in 1991). Furthermore, the effect of the COVID-19 pandemic on access to HIV screening and workforce capacity is still being studied. Through the overall decline and apparent stabilization of new HIV diagnoses in Baltimore, the realities of the persistent disparities of who is affected by HIV in Baltimore, time to diagnosis, gaps in uptake of prevention medication, and viral suppression rates remain crucial priorities to address, which contributed to Baltimore's designation as an Ending the HIV Epidemic (EHE) initiative priority jurisdiction in 2019.

The MDH published 2024 BCAHEP (https://health.maryland.gov/phpa/IDPHSB/Documents/HIV_and_Data_Reporting/Maryland_HIV_Statistics_page/Accordions/Epidemiological_Profiles/Baltimore-City-Annual-HIV-Epidemiological-Profile-2024.pdf) highlighted that:

- People aged 20-39 years accounted for the highest number and proportion (124, 69.7%) of HIV diagnoses
- Non-Hispanic Black people accounted for the highest number, proportion, and rate of HIV diagnoses (134, 75.3%, 46.8)
- Males with male sexual contact exposure accounted for the highest number and proportion (102, 57.2%) of HIV diagnoses
- Males accounted for the highest number and proportion (140, 78.7%) of HIV diagnoses as well as the highest rate (63.7)
- Non-Hispanic Black women accounted for 73.7% (28 out of 38) of women diagnosed with HIV in Baltimore City
- Six of the 31 ZIP codes accounted for half of the HIV diagnoses (92, 51.7%)

Additionally, although advances in treatment and viral suppression have improved, gaps remain in early diagnosis, linkage to care, and sustained viral suppression, with co-infection with STIs—particularly syphilis—continuing to contribute to HIV transmission risk in the city.
The MDH published 2024 BCAHEP report also highlighted that between 2020-2024:

- 17.4% of new HIV diagnoses were stage 3 (AIDS) at HIV diagnosis (late diagnosis). Of those diagnosed at stage 3:
    - Most were among people 65+ years of age (36.8%)
    - People assigned female sex at birth (32, 17.8%)
    - Hispanic people 25 (30.9%)

- People with opposite sex sexual contact (59, 20.1%)

Additionally, during 2024, 73.4% of people living with diagnosed HIV were virally suppressed. However, viral suppression was lowest among people assigned male sex at birth 1,851 (27.7%), Hispanic people (145, 28.5%), People ages 25-34 (371, 33.4%), and people with perinatal transmission of HIV (46, 34.6%) were not virally suppressed.

The AHEAD dashboard reports that Baltimore city has achieved 17% PrEP coverage (https://ahead.hiv.gov/maryland/baltimore_city/), with much work still needed to reach the 50% goal set by the EHE initiative.

This RFP highlights the need to address syphilis in Baltimore City since syphilis rates have increased significantly in recent years, representing a critical and urgent public health concern. According to MDH's surveillance reports:

- Syphilis rates increased by approximately 62% between 2020 and 2024
- Over 1,100 cases of syphilis were reported in 2024, further complicated by proper disease staging, treatment shortages, and the long history of syphilis in Baltimore, reflecting a persistent high burden
- Congenital syphilis cases reached 28 in 2024, signaling serious gaps in prenatal screening and care
- Disparities are pronounced:
  - Approximately 70% of cases occur among Black residents
  - Cases among Latinx populations have increased dramatically (over 100% since 2020)
- A substantial proportion of congenital cases are associated with lack of prenatal care and substance use, highlighting the intersection of clinical care gaps and social determinants of health

With high rates of co-infection, the importance of integrated screening and prevention strategies cannot be overstated. BCHD's Disease Investigation Specialists (DIS), clinic programs, community outreach, syringe services program, the Healthcare on the Spot van, Maternal and Child Health program, and a network of external partners continue to employ strategies to address these intersecting epidemics.

This RFP reflects BCHD's commitment to advancing a comprehensive and community-centered response to HIV and STIs, aligned with CDC PS24-0047 priorities and grounded in community-informed interventions.

C. Scope of Work

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

CDC NOFO 24-0047 *High-Impact HIV Prevention and Surveillance Programs for Health Departments*

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

The full NOFO can be found here:
PS-24-0047 | Announcements | Funding | HIV/AIDS | CDC
https://www.cdc.gov/hiv/funding/announcements/ps24-0047/index.html

Reducing the incidence of HIV in Baltimore must include a syndemic approach to ensuring the provision of services that address viral hepatitis, tuberculosis, drug-user health, mpox, and Sexually Transmitted Infections (STIs) in the city.

C.1 Service Categories

BCHD plans to award funding across five categories. Namely:

- Category 1: Routinized HIV, HCV, and syphilis screening, testing, and prevention and care linkage in hospital emergency room settings
- Category 2: Integrated HIV, syphilis, and hepatitis C screening, testing, and prevention and care linkage in community settings
- Category 3: Community engagement, education, awareness, and referrals with a focus on HIV, HCV, STIs (especially syphilis), and Pre-exposure Prophylaxis (PrEP)/Post-exposure Prophylaxis (PEP)
- Category 4: Provider engagement and education for HIV (prevention and treatment) and syphilis
- Category 5: Supplemental HIV and STI self-testing

Applicants should state the specific category to which they are applying. Each application should reflect one of the categories. Category 5, "Supplemental HIV and STI Self-Testing" can be an add-on service category to one of the others, or a stand-alone service category proposal.

More information and requirements for each of the service categories are provided below and summarized in Table 1.

C.1a. Service Category 1: Routine HIV, HCV, and Syphilis Testing in Emergency Room Settings.

Objective: Integrate routinized opt-out HIV, syphilis, and HCV screening in emergency clinical settings and facilitate care linkage
Eligible applicants: Hospital Emergency departments, Urgent Care Centers
Summary of Activities:

- Implement routine opt-out HIV, HCV, and syphilis screening protocols
- Establish HER/EMR alerts
- Ensure confirmatory testing and timely delivery of results
- Provide linkage to HIV care, HCV and STI treatment, and PrEP/PEP services
- Provide timely reports to BCHD and monitor screening rates and positivity outcomes

Through existing partnerships and surveillance data reports, Emergency Departments (ED) have historically provided opportunities where HIV diagnoses are made either for people seeking other emergency department services or those accompanying patients. Routinizing HIV, HCV, and syphilis testing, especially for those at increased risk of infection, is crucial.
Scope of activities in this category includes:

- Implementing screening methods to identify patients who are at an increased risk of infection
- Assessing clients for essential social services needs
- Conducting routine HIV, HCV. and syphilis screening, and testing, especially among pregnant people
    - Proposals should describe how they will identify and conduct screening for HIV, HCV, and syphilis among general ED patient population and those at increased risk
    - Criteria may differ for HIV and syphilis testing. Some examples include:
        - Individuals who meet national HIV or syphilis screening criteria but have not been tested for HIV or syphilis
        - Individuals who have multiple sex partners
        - Individuals presenting with other STIs
        - Pregnant people or people who may be pregnant
        - People who belong to communities with disproportionate rates of HIV or syphilis
    - Applicants are encouraged, but not required, to include modifications to electronic medical records to assist staff in routine testing

- Proposals should specify if testing includes conventional or rapid (point of care) testing
    - Applicants are expected to meet all regulatory requirements for testing including utilizing an approved commercial laboratory; ensuring appropriate CLIA/COLA or other licensing is in place for point of care testing.
    - Proposals should include plans for reporting appropriate test results to MDH, following MDH's reporting criteria for both conventional (blood) testing in high complexity laboratories and point of care testing. This includes lab-based and provider-based (Maryland State 1140 forms) reporting.
- Notify individuals of test results.
    - Proposals may include plans to request support from BCHD in notifying individuals of test results if individuals leave emergency room settings prior to tests being completed. BCHD may request additional discussions regarding this workflow, including initial efforts being made by the ordering facility
    - Proposals must include clear care and prevention linkage protocols
- Appropriate treatment, linkage and referrals.
    - For individuals who test positive for HIV, proposals should include plans for linkage to HIV care
    - For individuals who test positive for syphilis, proposals should include plans for syphilis treatment. Proposals may include plans to request support from BCHD in completing syphilis treatment for those who require more than one administration of Bicillin
    - For individuals who test negative for HIV, proposals should include plans for education and/or linkage about PrEP (HIV prevention medication)
    - PEP provision or referral pathways must also be identified
    - For individuals who test positive for syphilis, proposals should include plans for syphilis treatment. Proposals may include plans to request support from BCHD in completing syphilis treatment for those who require more than 1 administration of Bicillin.
    - For individuals who test positive for HCV, proposals should include plans for HCV treatment or linkage to care. Proposals may include plans to request support from BCHD

- Reporting requirements
    - Reporting requirements for this category include confidential data submission/line list of all individuals who are tested for HIV or syphilis and the test result, documentation that the patient was notified of the test result, or request for BCHD support in notifying patients of results, outcomes of linkage to HIV care or PrEP and/or PEP, syphilis treatment (if applicable),HCV treatment or referral and other demographic and risk factors requested by CDC reporting, utilizing the BCHD required data submission mechanism. Data submission is required on a monthly basis to meet CDC reporting requirements

- Meet all requirements in Appendix B as it applies to testing and reporting of test results
  - See Appendix B for more details on requirements for conducting HIV and syphilis testing, reporting of test results to the Maryland Department of Health, and reporting of client-level and aggregate data to BCHD for grant reporting purposes, including establishment of a data use agreement.

BCHD is aware of the challenges facing emergency room partners regarding data reporting, resulting or treatment concerns. Partners are encouraged to apply and discuss challenges they may face with BCHD to determine mutually compliant mechanisms for program implementation. BCHD is also available to assist clinical partners with access to previous test results and treatment history to assist in staging of syphilis. Partners are encouraged to incorporate proposed partnerships with BCHD as it pertains to syphilis record searching, and BCHD will explore its capacity to meet the needs among funded partners.

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

C.1b. Service Category 2: Community-based HIV, HCV, and Syphilis Testing

Objective: Expand access to low-barrier screening services within and outside of traditional clinical settings

***Eligible applicants*:** Healthcare providers, Federally Qualified Health Centers (FQHC), hospitals, community-based organizations (501 (C)(3)), university-based programs

Summary of Activities:

- Conduct integrated HIV, HCV, and syphilis screening in clinical and community settings (Street outreach, shelters, schools/universities, events, etc.)
- Distribute prevention commodities (condoms, educational resources, etc.)
- Ensure confirmatory testing and timely delivery of results
- Provide linkage to HIV care, HCV and STI treatment, and PrEP/PEP services
- Provide timely reports to BCHD and monitor screening rates and positivity outcomes

BCHD is requesting proposals for partners to conduct HIV, HCV, and syphilis testing in community-based settings across Baltimore City. Subrecipients in this category are encouraged to have the capability to perform mobile testing (via a mobile unity or by tabling at community events). Awardees will work with BCHD to provide HIV and STI testing in community-based settings throughout Baltimore City

Subrecipients are required to have the capacity to perform HIV, HCV, AND syphilis testing. More information on testing requirements is provided below and in **Appendix B**.

Proposals should detail which areas of the city they will cover and provide weekly or monthly testing location schedules to BCHD. Subrecipients are also expected to work in close collaboration with BCHD staff to determine the schedule and location for testing. Awardees in this category are expected to fulfill community-based testing requests received by BCHD, and work with BCHD to develop a testing schedule, including receiving input from BCHD on where and when testing events are scheduled using surveillance and community-based data to determine where testing is most needed in Baltimore City. BCHD will also request awardees to partner with other organizations, including (but not limited to) those selected for Category 3 below, to provide HIV/STI testing at partner events.

The HIV/HCV/STI testing schedule for awardees of this category will be a compilation of the following:

- Subrecipient's priority population focus
- BCHD requests of where and when to provide testing. This may be based on surveillance data, gaps in testing coverage around the city, and community feedback
- Requests from awardees in service category 3 of this RFP (i.e. community organizations providing education, awareness, and stigma reduction related to HIV and STIs)
- Community requests to BCHD for HIV/STI testing at community events (i.e., health fairs, neighborhood events)

BCHD will meet with awardees at least monthly to discuss schedule planning and other programmatic implementation.

BCHD expects that community testing will take place no less than 3 days per week. Subrecipients' flexibility to provide testing during nontraditional business hours is highly encouraged and preferred. Awardees should specify in their application: (1) the number of days per week that testing will be available (2) the hours that testing will be available (i.e. evening hours until 9 pm will be available up to 3 days per week, etc.) and (3) the types of tests to be conducted.

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

For HIV testing:

- Applicants are required to perform HIV testing.
    - Point of care/rapid testing for HIV is encouraged but not required. If point of care HIV testing is performed, then awardees must demonstrate a plan for follow up confirmatory

testing. Applicants should specify their plans for confirmatory testing in their applications. This can include: a plan to perform confirmatory blood testing; a warm hand-off referral to a clinical partner; or other plans. If warm handoffs occur, awardees should confirm the confirmatory testing has occurred, including a data use agreement that allows sharing of appropriate data
    - Subrecipients should meet all testing requirements specified in Appendix B
    - Proposals must include clear care and prevention linkage protocols

- Applicants are required to test for syphilis. Applicants should ensure appropriate clinical (MD or NP) staff to interpret syphilis test results.
    - If applicants perform rapid syphilis testing, they must demonstrate a plan for follow up confirmatory syphilis testing (which includes RPR titers). Applicants performing rapid syphilis testing also must appropriately educate individuals that a positive test result is not necessarily indicative of new disease, and that confirmatory testing is needed. Applicants should specify their plans for confirmatory testing in their applications. This can include: a plan to perform confirmatory blood testing; a warm hand-off referral to a clinical partner; or other plants. If warm handoffs occur, awardees should confirm the confirmatory testing has occurred, including a data use agreement that allows sharing of appropriate data.
    - If applicants perform blood testing for syphilis, they must have appropriate staff for interpretation of test results

Subrecipients are expected to:

- Work with BCHD to build a testing schedule. This includes meeting BCHD requests for testing events or sites, partnering with other subrecipients in service category 3 of this award, and fulfilling community requests.
- Conduct HIV, HCV, and syphilis testing in community-based settings
    - Testing may be conventional/blood testing or rapid, point of care testing
    - If point of care testing is conducted, proposals must include plan/workflow for confirmatory testing. This can include linking to a provider
- Applicants proposing conducting testing must meet all Maryland requirements for testing including:
    - Working with an approved laboratory (if applicable)
    - Having an appropriate CLIA or similar license, with an approved medical director
    - An appropriate medical provider placing orders for tests
    - Meet all reporting requirements for reportable diseases in Maryland
    - A system for informing patients of results
    - Methods to record test results in a patient medical record

    - Staff trained in HIPAA and protocols/practices in place to ensure HIPAA compliant practices
- Link patients to appropriate services based on test results
    - If a patient tests positive for HIV, warm handoffs to confirmatory testing and HIV care
    - If a patient tests positive for syphilis, warm handoffs for treatment
    - If a patient tests negative for HIV, education and referral for PrEP and PEP services
    - Proposals should describe how all components of the PrEP cascade will be achieved
- Reporting requirements
    - Provide a monthly schedule of planned testing events
    - Reporting requirements for this category include a line list of all individuals who are tested for HIV, HCV or syphilis and the test result, documentation that the patient was notified of the test result or request for BCHD support in notifying patients of results, outcomes of linkage to HIV care or PrEP, syphilis treatment (if applicable), and other demographic and risk factors requested by CDC reporting. Reports should include the testing site or event where testing took place. Reporting is conducted in Redcap. There is also potential for other forms of data sharing to minimize data entry requirements. Data entry is required on a quarterly basis to meet CDC reporting requirements. Data fields may change based on CDC reporting requirements.
- Meet all requirements in Appendix B as it applies to testing and reporting of test results

See Appendix B for more details on requirements for conducting HIV, HCV, and syphilis testing, reporting of test results to Maryland Department of Health, and reporting of client level and aggregate data to BCHD for grant reporting purposes, including establishment of a date use agreement.

C.1c. Service Category 3: Community engagement, education, awareness, and referrals with a focus on HIV, HCV, STIs (especially syphilis), and Pre-exposure Prophylaxis (PrEP)/Post-exposure Prophylaxis (PEP)

Objective: Increase community awareness, reduce stigma, collaborate for testing, and promote prevention uptake behaviors

Eligible applicants: Community-based organizations (501(C)(3) or fiscally sponsored organizations) including faith-based organizations, peer-led organizations

Summary of Activities:

- Develop and implement appropriately tailored or standardized HIV/STI/HCV education campaigns, curriculum, support groups
- Conduct workshops, training, outreach events, peer education in-person, and through various media
- Collaborate and establish partnerships with testing providing organizations to offer testing, client care linkage, and follow-up as needed
- Assess linkage to HIV care, HCV and STI treatment needs of clients

- Promote PrEP/PEP awareness and navigation, and other prevention commodities
- Address HIV/STI stigma

BCHD is requesting proposals from community partners to provide engagement, education, and awareness about HIV, HCV, syphilis, and other STIs in community settings, crucial components of addressing myths and stigma. Proposals should include plans for in-person and virtual education events or postings, including an approximate number of events per month, activity type, and estimates of the number of participants expected.

Awardees in this category are expected to work in collaboration with partners in service category 2 to provide testing, where appropriate and feasible.

Organizations with experience with marginalized or vulnerable populations, or populations experiencing disproportionate burden of HIV, HCV, or syphilis in Baltimore City are encouraged to apply. Please include experience working with these groups. Organizations are also encouraged to partner with other organizations who may not have previous experience with HIV/STIs but work regularly with impacted populations.

C.1d. Service Category 4: Provider engagement and education for HIV (prevention and treatment) and syphilis

Objective: Improve provider screening, treatment, and prevention efforts for HIV and syphilis, specifically addressing systemic gaps in prevention and care that lead to the disproportionate impact on priority populations in the city.
Eligible applicants: Healthcare organizations, academic institutions, professional associations, consultant groups
Summary of Activities:

- Identify the range and geographic locations of healthcare providers to engage in the city
- Conduct provider training on:
    - HIV and syphilis screening and treatment guidelines including Maryland's GIFT Act
    - PrEP and PEP prescribing, management, and modalities
    - Normalizing testing throughout screening protocols
    - Optimizing Electronic Medical Records (EMR/HER) to include automated prompts for mandated testing for HIV and syphilis, especially for pregnant patients
    - Referring patients to BCHD's partner services and care linkage services
- Develop and disseminate clinical tool kits and resources including materials on stigma free care
- Support quality improvement initiatives including tracking rates of testing and care linkage

BCHD is requesting proposals for a subrecipient to conduct provider engagement on HIV and syphilis. Proposals should include descriptions of a proven track record in engaging providers in Baltimore City, knowledge of Baltimore's public health

landscape, and creative mechanisms of engaging providers and educational material development.

The scope of service includes:

- Conducting outreach to clinical providers in Baltimore City to assess knowledge, attitudes, and practices related to HIV and syphilis, testing, prevention and treatment
- Conducting outreach to clinical providers to better understand challenges faced by providers as it relates to testing and treatment for HIV, and syphilis. This may include formal or informal surveys, focus group discussions, or other methods. Synthesis of information to inform BCHD on how to best plan public health programming
- Conducting outreach to clinical providers in Baltimore City to provide education, awareness, and information about HIV and syphilis
- Coordinating with BCHD to develop and disseminate information on HIV, and syphilis. This may include written material, on-line resources, materials for BCHD's website, or other media

C.1e. Category 5: Supplemental HIV and STI Self-testing

Objective: Expand access to low-barrier HIV and STI screening services within and outside of traditional clinical settings to reach populations currently underserved by traditional clinics by leveraging existing infrastructure, digital reach, and community trust

Eligible applicants: Healthcare providers, Federally Qualified Health Centers (FQHC), hospitals, community-based organizations

Summary of Activities:

- Identify priority populations to engage
- Develop guidelines to implement care linkage for clients who test positive and PrEP/PEP linkages
- Develop mechanisms and partnerships for low-barrier kit pick-up sites in non-traditional locations like community-based organizations, barbershops, hair salons, university health centers, etc. to reach priority populations
- Distribute prevention commodities (condoms, educational resources, etc.)
- Utilize social media and dating apps for geo-targeting

BCHD is requesting applications for the provision of self-testing for HIV, syphilis, and other sexually transmitted infections. Applicants in this service category must currently operate an active HIV/STI testing program (clinical or community-based) with established CLIA-waived protocols, have an existing secured web platform capable of HIPAA-compliant data intake and kit ordering (or provide details on how one will be established), and a proven history of outreach in high-prevalence zip codes in Baltimore City. Community distribution of test kits is a key component of this service category.

The scope of work includes:

- Developing a website or other mechanism by which individuals can request self-tests for HIV, syphilis, and/or sexually transmitted infections
- Conducting community distribution of test kits

- Establish a mechanism to receive test kits and process test results
- Providing support for treatment for positive test results, and prevention tools

Reporting requirements include:

- Communication with BCHD on aggregate data, including:
  - Number and type of test kits distributed
  - Percent positivity
  - Percent linked to care or PrEP/PEP
  - Demographic data including gender, race, ethnicity, zip code, etc.

Applicants are expected to describe how they will meet the above scope of work in their application.

- Meet all requirements in Appendix B as it applies to testing and reporting of test results
  - See Appendix B for more details on requirements for conducting HIV and syphilis testing, reporting of test results to Maryland Department of Health, and reporting of client level and aggregate data to BCHD for grant reporting purposes, including establishment of a date use agreement.

Table 1. Service Category Summary Table

Category of application	**Eligible applicants**	**Summary of activities**	**Number of anticipated awards and dollar amount per award per annum***
Category 1 **Routine HIV, HCV, and syphilis screening, testing, and prevention and care linkage in emergency room settings**	Emergency Departments	Subrecipients in this category will: • Screen and test for HIV, HCV and syphilis • Treat syphilis • Link individuals to care for HIV and HCV • Link to PrEP and PEP if HIV negative • Conduct HIV, HCV, and STI education	Up to 2 awards of up to $165,000 per award (up to 3 years, dependent upon funding availability and subrecipient performance)
Category 2 **Community HIV, HCV, syphilis, and Hep C testing**	Entities capable of providing HIV, HCV and syphilis testing in the community and in clinical settings	Subrecipients in this category will: • Screen and test for HIV, syphilis, and hepatitis C • Linkage to care for individuals who are HIV and HCV positive • Linkage to and/or initiation of treatment for individuals who are syphilis positive • A defined client resulting process • Linkage to PrEP and PEP	Up to 4 awards of up to $110,000 per award (up to 3 years, dependent upon funding availability and subrecipient performance)

		• Conduct HIV, HCV, and STI education Subrecipients in this category must: • Conduct mobile community-based testing • Partner with BCHD and other community partners as needed to perform testing at community events, including subrecipients funded through Category 4	
Category 3 **Engagement, education, awareness, and referrals**	Community-based organizations	Subrecipients in this category will: • Conduct educational activities in community settings aimed at increasing awareness of HIV, syphilis, and other STIs • Refer and link to PrEP/PEP, and HIV treatment • Refer and link to supportive services Subrecipients are expected to partner with those selected in category 2 to provide testing, when appropriate.	Up to 2 awards between $60,000-$90,000 per award (up to 3 years, dependent upon funding availability and subrecipient performance)
Category 4 **Provider engagement, education, and awareness**	Entities with infrastructure and experience in medical provider outreach and engagement	This subrecipient will conduct education, awareness, and engagement in HIV (prevention and treatment), and syphilis to medical providers in Baltimore City	One (1) award for up to $110,000/year (up to 2 years, dependent upon funding availability and subrecipient performance)
Category 5 **Supplemental self-testing for HIV and syphilis**	Entities with existing HIV and syphilis testing programs that can support community distribution of self-testing kits for HIV and syphilis	This subrecipient will develop and implement a community-based self-testing program (either standalone or as a supplement to an existing testing or self-testing program), which includes client support and referrals to prevention and care linkage, and essential supportive services that address social determinants of health needs.	One (1) award for up to $40,000 (up to 3 years, dependent upon funding availability and subrecipient performance)

*Note that the number of awards in each category is approximate and will be finalized based on the number of applications received and available funding. Exact funding amounts will be determined after BCHD receives its Notice of Award (NOA) from the CDC. Funding ranges and/or the number of anticipated rewards may

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

We strongly encourage organizations that apply to include planning for any HIV-awareness-related activity in their proposed budgets. This includes planning for World AIDS Day, HIV Testing Day, other HIV awareness days, educational events, seminars, or other events. **Subrecipients awarded a contract under this PS24-0047 RFP may not receive additional funding through this same grant for events that are not included in the approved budgets.**

D. Grant Reporting Requirements

Reporting requirements may differ based on the service category selected.

Categories 1, 2, 3, and 5 must meet BCHD and CDC grant reporting requirements. This includes client-level and aggregate test results, demographics, and other screening data. Criteria are subject to change according to CDC guidelines. Reporting is required in BCHD's REDCap database or using the agreed upon data submission mechanism and templates. Each subrecipient will receive training in entering data in the BCHD REDCap database. Applicants should note their plans for data reporting in their application.

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

Testing

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

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

- Number of tests administered during the reporting period;
- Number of positive people identified and number of positive people who did not previously know their status;
- Number of positive persons that received post-test counseling;

- Number of positive persons that were successfully linked to care with confirmation of date of attendance at their first appointment to determine time from testing to linkage,
- Number of positive persons newly diagnosed with warm handoff to BCHD Partner Services program
- Number of previously diagnosed persons reengaged in care including date of attendance at appointment;
- Number of self-HIV test kits distributed
- Number of chlamydia/gonorrhea/syphilis/Hepatitis C tests conducted and percent positive for each
- For PrEP services:
    - Eligibility for PrEP services
    - Screening for PrEP
    - Referral to PrEP services
    - Linkage to PrEP appointment
    - Receiving first PrEP prescription
- For PEP services:
    - Screening for PEP
    - Referral to PEP services
    - Linkage to PEP appointment
    - Receiving PEP prescription
- Number of persons referred and/or linked to other HIV/HCV/STI prevention services including evidence-based prevention interventions or condom distribution, if applicable
- Number of persons reporting need for essential support services and referred and/or linked to essential supportive services
- Lesson learned and progress on reimbursement efforts for routinized testing (where applicable)
- Lessons learned in collaborative relationships
- Successes, challenges, and anticipated changes in program implementation
- Achievement of testing goals, technical assistance needed and provided
- Feedback, formal or informal, from community members or partners

Non-Testing Subrecipient Reporting Requirements

Reporting requirements for service categories 3 (community engagement) and 4 (provider engagement) will depend on the proposed activities and will include the following:

- Number and type of engagement/education events and/or encounters
- Documentation of referrals
- Documentation of evaluation (surveys, focus groups, other feedback sessions)
- Types of provider engagements completed. For example, activities focused on gathering feedback from providers or the community will include a report to BCHD on the information learned through the activity.
- Types and quantities of materials developed and disseminated

Additional Program Requirements

- Progress reports and annual program plans must be submitted and are subject to approval for funding renewal. Programs will be assessed annually
- Participation in at least one annual site visit and potentially unannounced site visits as needed
- Attend the collaborative grantee meetings as determined by BCHD
- Accept technical assistance and recommendations provided by project monitors and implement changes when required
- Meet the following reporting requirements:
    - Submit expenditure reports, on a monthly basis and submit the end of year financial report (Form 440) no later than 30 days after the end of the project period (Appendix B)
    - Incorporate any changes you have made or will be making to improve program effectiveness into the work plan that should be submitted with the budget and budget justification;

These funds cannot and must not be used to support the following without prior written authorization from BCHD: developing grants, conducting research, and purchasing certain equipment (please contact your program team for specifications).

E. Eligibility, Proposal Instructions, Timeframe, and Other Specifications

BCHD expects to fund recipients for up to three years dependent upon the service category, subrecipient performance, BCHD's programmatic priorities, and federal allocation of grant funding. Awards will be renewed annually. The intended funding period is from June 1, 2026-May 31, 2028/2029. BCHD does not intend to release new RFPs in 2027, or 2028.

The budget accompanying this RFP should be a 12-month budget, for the first grant period (June 1, 2026-May 31, 2027).

E.1 Eligibility

Proposals will be generally accepted from private organizations/entities with current not-for- profit status [501 (C) (3)] or organizations with a fiscal sponsor with a 501 (C)(3) status who:

- Operate/provide services in Baltimore City
- Have a documented history of providing HIV/STI and community engagement services in Baltimore City
- Provide demonstrated ability to access priority populations and fulfill program requirements
- Have a current System for Award Management (SAM) registration, which is a requirement to receive federal funds https://sam.gov/

E.2 Proposal Instructions

The Baltimore City Health Department reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of Baltimore City.

The Baltimore City Health Department reserves the right to:
• Request clarification of any submitted information
• Not enter into any agreement
• Not to select any applicants
• Amend or cancel this process at any time
• Interview applicants prior to award and request additional information during the interview
• Negotiate a multi-year contract or a contract with an option to extend the duration
• Award more than one contract if it is in the best interest of the program; and/or
• Issue similar RFPs in the future as deemed necessary

A proposal may be disqualified prior to scoring if it:
• Is received at any time after the exact time and date set for the receipt of proposals
• Is incomplete or fails to meet the minimum qualifications of the RFP
In the event a proposal is disqualified as described above, written notification will be mailed to the applicant describing the reasons for disqualification

Applicants should ensure that they can fulfill all requirements contained in the Baltimore City Provider Agreement attached as Appendix C and requirements of 2C.F.R.200 and the uniform administrative requirements, cost principals, and audit requirements for federal awards. BCHD will conduct a Fiscal Risk Assessment for newly funded partners.

If any applicant submits a proposal and it is not recommended during the review process, and the applicant can show that the proposal did not receive due consideration or that other substantial irregularities existed, the applicant may appeal the recommendation. The appeal must be in writing, signed by the authorized organizational representative and submitted on letterhead, and must be received by the Baltimore City Health Department to the attention of Genevieve Barrow Gongar genevieve.barrow@baltimorecity.gov no later than seven (7) days after the denial notification. Appeals after the established time frame will not be accepted. The review shall be limited to information provided in writing.

The written appeal must contain:
• The full name, address, and telephone number of the appealing party
• A brief statement of the reasons for appeal, including citations to the RFP and other pertinent documents
• A statement of the relief sought

Completed and signed proposals in PDF format, must be received by the HIV/STI Prevention Program at or before 4:00 p.m. EST, on Tuesday, June 16,2026, via email to Genevieve.barrow@baltimorecity.gov . No extensions will be given. Incomplete submissions will not be considered. See the Application Checklist in Appendix A.

Questions may be directed to Genevieve Barrow at Genevieve.barrow@baltimorecity.gov

E.2a Proposal Format

A. Submitted proposals should be **no more than 10 pages, Times New Roman font size 12**. Proposals may be double of single spaced. The cover page, table of contents, work plans, budgets packets, resumes and other supporting documents do not count towards the 10 page maximum.

Cover Page:

a. The cover page should include the following
   i. Name of proposed program.
   ii. List the name and address of the main organization and department submitting the proposal along with all collaborating organizations.
   iii. Name, title, telephone number, e-mail address and mailing address of the Principal Investigator/Chief Executive Officer (programmatic) contact person.
   iv. Name, title, telephone number, e-mail address and fax number of secondary grant contact person (lead financial/budget personnel).
   v. The person who is authorized by the applicant's governing body to apply for this funding must sign and date the proposal. This is the same person who will sign the contract.
   vi. Specify the service category in which the applicant is applying (categories 1-5)
   vii. Organization's System for Award Management (SAM) registration number. https://sam.gov/

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

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

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

i. Agency Description/Capability Statement

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

ii. ***Service*** **Category Description**

Describe the selected category and specify how the organization will carry out the proposed activities for this category. Only service category 5 can be added on to another category.

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

-Program Implementation:
Statement of Need and Project Description:
Describe the need that your project intends to improve-include the areas your project will serve, priority audience served by project to include age, race/ethnicity, gender, economic status, etc., outline the benefits of your project. The Statement of Need should explain how your project is real and demonstrable, important, and will help improve current issues faced by your priority audience. Describe the organization's strategy for the selected activities. For example, in what settings will HIV/STI testing occur? Describe plans to provide HIV counseling, testing and care linkage, provision of PrEP services, and required referrals to supportive services, as applicable. How will the entity conduct integrated testing? Or provider engagement? Discuss plans for increasing the number of people screened and describe how referrals and linkages will be made

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

- *Partnerships and coordination approach*: Describe your organization's plans to collaborate with other community entities, healthcare facilities, schools and universities (where appropriate) to implement your proposed project. Include letters of support or other collaborative agreements in the attachments.

iii. ***Data Reporting and Program Monitoring and Evaluation***

The annual site visit from BCHD will be an opportunity to discuss project yields and determine if objectives are being met. In this section, please describe how the program will be monitored internally during implementation. Include key project **outcomes** and how they will be measured and reported on at the end of year one. Also include a

description of your organization's data collection, storage, and reporting infrastructure. Describe the anticipated project benefits to the priority population, community, and other project participants.

E.2b Proposed Work Plan

Provide the program's work plan for Year 1 in a format similar to the table below. Include your work plan as ATTACHMENT 1,

Overall Project Goal:			
Specific, Measurable, Achievable, Realistic, and Time-Specific (SMART) Objective #1:			
Outcomes for SMART Objective #1:			
Activities	Outputs/Indicators/Data Sources	Staff Responsible	Completion Date/Timeline
SMART Objective #2:			
Outcomes for SMART Objective #2:			
Activities	Outputs/Indicators/Data Sources	Staff Responsible	Completion Date/Timeline

E.2c Budget narrative/justification: A section of your proposal should describe your organization's capacity to manage program budgets and to adapt to new reporting templates and requirements. A budget and budget narrative are required and should be included as ATTACHMENT 2. Questions related to the budget should be directed to Arif Ansari: Arif.Ansari@baltimorecity.gov and Genevieve Barrow Genevieve.barrow@baltimorecity.gov.

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

Below are examples of common budget line items. Include descriptions for each of the following budget costs along with other administrative and programmatic budget needs:

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

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

Client Incentives
If using incentives, describe the type, quantities, purpose, and management (including logs) of incentives. Wearable items such as tote bags, T-shirts, caps, socks, etc. are not allowed under this funding.

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

Supplies
Detail each estimated cost, including:
HIV/STI/HCV test kits and controls
Office supplies-Funds used for general office supplies for the project. Supplies can include paper, pens, folders, and related items.

Telecommunications
Telephone, cell phones assigned to grant staff, internet, etc.

Consultants
Describe the type of work to be completed by the consultant(s), hourly rates, and duration of work

Printing
Project related printing costs including flyers, brochures, other educational materials

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

Attachments: Additional Required Documents (these items do not count towards your page limit)

1. CLIA Waiver (if applicable) (valid at least until January 2027) or evidence of submitted application and payment for the waiver, if applicable
2. Maryland Certificate of Status/Good Standing
3. Public health testing certificate https://health.maryland.gov/ohcq/docs/Applications/APPLICATION_LABS-PHTS-04.23.2026-A.pdf
4. Certificate of Insurance Liability
5. Resumes or biographical sketches of existing or proposed positions/roles to carry out project responsibilities
6. Evidence of nonprofit status
7. Organizational Chart related to the proposed program implementation

Letters of Support/Agreements and MOUs may be included, but are not required.

E.3 Schedule

Activity	Scheduled Date
RFP Release	5/19/26
RFP Webinar #1 RFP Webinar #2	5/20/26 5/28/26
Proposal Deadline	4.00 p.m. 6/16/26
Grant Award Preliminary Notification	6/22/26
Post Award Meeting	6/26/26
Site Visits	6/29-7/10/26

Register in advance for meeting #1:
https://us02web.zoom.us/meeting/register/gTvpA4M0SWSIxu4c3Mkr3A

Register in advance for meeting #2:
https://us02web.zoom.us/meeting/register/85B6G_a9QBm13A5mUSivZg

Participation in the RFP webinar is not required but encouraged.

E.4 Other Specifications

Provisions
BCHD anticipates supplementing the number of rapid HIV and HCV test kits to funded organizations (100 test kits and two controls bi-monthly). Proposals should include the cost of additional test kits and controls. Proposals for service category 5-supplemental self-testing, should include the cost of self-testing kits.

The BCHD Baltimore Disease Control lab can provide syphilis testing if the lab is also being used for HIV confirmatory testing. Proposals must state whether the

entity intends to use the BDC lab, and if so, must follow BDC ordering and resulting requirements.

BCHD's HIV/STI Prevention program can provide technical assistance, facilitated through the CDC's Capacity Building Assistance program. The BCHD project management team can also provide technical assistance on certain topics, including project implementation, work plan development, budget alignment, etc.

Abstracts and Publications

Awardees must discuss plans for all proposed conference abstracts and publications that are related to this project with BCHD prior to initiation, and submit a final draft for review prior to submission and acknowledge CDC and BCHD as the project funders. All abstracts, publications, and presentations reflective of the work under this award must be in compliance with BCHD's publication policies. These are currently in review, and when finalized will be made available to awardees.

Reimbursements

Invoices for reimbursement of funds must be presented promptly, after the conclusion of each calendar month by the subrecipient. Invoices must have documents supporting documentation (e.g. receipts, payroll ledgers, consultant invoices, etc.) that align with the subrecipient's project budget and work plan in order for them to be approved.

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

F. Review Process

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

Application Scoring and Evaluation Factors for Award
A review team, made up of BCHD staff and external individuals with expertise in HIV and public health will conduct the first round of scoring, based on the metrics provided below. A second round of scoring, conducted by BCHD staff, will include

consideration of distribution of awards across service categories, priority populations, and high prevalence zip codes, and required CDC deliverables under NOFO PS24-0047.

Category	Percent Weight
Organizational capacity and experience, including: demonstrated experience providing HIV/STI/HCV testing services, experience with priority populations, organizational infrastructure for data collection and reporting, staffing, and financial management, etc.	25
Statement of need that aligns with selected service category, including: knowledge of conditions affecting identified priority populations, HIV/STI/HCV epidemiology, Baltimore specific needs, gaps, and opportunities	15
Program design and service delivery, including: clear service category selection, model for implementation, and workflow; evidence-based practices, availability of testing services, community engagement strategy (where appropriate), integrated HIV/STI/HCV prevention education, mobile testing (where appropriate), PrEP/PEP navigation, care linkage plan, referral to supportive services plan	35
Partnerships, collaboration, and work plan	15
Budget and cost effectiveness, including adherence to budget guidelines and budget template, and feasibility of alignment of proposed budget with project deliverables	10

G. Resources

BCHD's Community Health Assessment 2024-2025:
https://dashboards.mysidewalk.com/baltimore/community-health-needs-assessment-chna

Baltimore City Annual HIV Epidemiological Profile 2024
https://health.maryland.gov/phpa/IDPHSB/Documents/HIV_and_Data_Reporting/Maryland_HIV_Statistics_page/Accordions/Epidemiological_Profiles/Baltimore-City-Annual-HIV-Epidemiological-Profile-2024.pdf

Maryland Annual Viral Hepatitis Epidemiological Profile 2024
https://health.maryland.gov/phpa/IDPHSB/Documents/Maryland-Annual-Viral-Hepatitis-Epidemiological-Profile-2024.pdf

Maryland Department of Health-Sexually Transmitted Infections
https://health.maryland.gov/phpa/IDPHSB/Pages/Home.aspx

Public Health Testing Certificate
https://health.maryland.gov/ohcq/docs/Applications/APPLICATION_LABS-PHTS-04.23.2026-A.pdf
CLIA Application
https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms116.pdf

Appendices

Appendix A: Proposal Submission Checklist

Appendix B: Requirements for Testing

Appendix C: Baltimore City Health Department Expenditure Report, and Form 440 Final Financial Report

Appendix D: Sample Baltimore City Health Department Provider Agreement

Appendix E: Budget Narrative Template – required for application

Appendix F: Sample Financial Risk Assessment

Appendix A: **Application Checklist**

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

Application Material	Completed Y/N
Cover page	
Table of Contents	
Abstract	
Proposal Description: -Agency Description/Capability Statement - Service Category Description (Categories 1-5) -Project goals and objectives -Program Implementation -Staffing Plan -Partnerships and Coordination -Data Reporting and Program Monitoring and Evaluation (including outcomes, metrics, anticipated benefits)	
Work Plan	
Budget narrative and justification	
CLIA Waiver/ CLIA Waiver Application (if applying for a testing service category)	
Maryland Certificate of Status/Good Standing	
Evidence of nonprofit status	
Certificate of Insurance Liability	
Resumes or biographical sketches of existing or proposed position/roles to carry out project responsibilities	
Signed MOU or Letter(s) of Collaboration/Support (if submitting)	

Appendix B: **Requirements for HIV, HCV and Syphilis Testing and Linkage to Care**

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

Testing regulatory requirements

All organizations conducting rapid or conventional testing must have an ordering provider(s). Ordering providers must have a license to practice medicine in the state of Maryland identified as their ordering provider. The ordering provider must be documented in the application to this RFP. BCHD will not serve as the ordering provider.

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

Organizations conducting conventional/blood testing for HIV or any other STI must utilize a laboratory that is using an FDA approved platform to conduct HVI testing, holds a Maryland Permit number and is compliant with Maryland HIV reporting requirements. Include the name of the laboratory, type of HIV test they are conducting, and their Maryland Permit number in the proposal.

Indicate if the organization would like to request BCHD Baltimore Disease Control laboratory perform HIV confirmatory and/or syphilis testing on blood samples. Requests will be considered based on overall capacity of the BDC lab. If requested, indicate why other testing options are not feasible.

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

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

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

All HIV testing counselors are required to attend required trainings and participate in annual competencies and proficiency testing programs as required by CDC, MDH,

and BCHD. Testing protocols, such as log books and temperature monitoring, will be assessed at least annually at site visits.

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

Organizations conducting syphilis testing must include staff who can appropriately interpret syphilis test results and provide patients/clients with appropriate guidance, including treatment or linkage to appropriate treatment. BCHD staff are available during business hours to check surveillance databases for titer and treatment history to assist with syphilis staging. Organizations conducting rapid, point of care syphilis testing must include written information and verbal instructions to patients/clients regarding the limitations and interpretation of rapid syphilis test results, and perform confirmatory testing or provide linkage to a partner to provide confirmatory testing.

Assessment and linkage requirements for HIV and syphilis testing programs

- All patients who are tested for HIV, whether rapid or conventional testing must be screened for social determinants of health and referred to appropriate services. This includes:
    - An assessment of essential supportive service needs, including but not limited to housing, food security, transportation, mental health services, and drug use services
    - Referral for individuals to supportive services depending on assessment of needs. Warm handoffs are preferred
    - Results of the assessment of social services needs and referrals to support services must be reported to BCHD. A reporting tool will be developed and shared after award announcements
- All patients who are tested must receive appropriate pre-and post-test counseling, per MDH HIV testing guidelines, especially post-test counseling for all persons newly diagnosed with HIV infection
- Organizations must ensure the provision of HIV test results to all persons tested, especially those with HIV positive/reactive tests results
- Patients who test reactive (for rapid tests) or positive (for conventional tests) must be linked to treatment ideally within 7 days, but ultimately within 30 days of the test result. Patients who were previously diagnosed with HIV but have fallen out of care should be actively re-engaged in medical care
    - Warm handoffs between a patient and provider are preferred for care linkage
    - Organizations are responsible for being aware of and reporting the status of the linked appointment
    - If the referral is not successful and appointment is not kept, refer the patient to the BCHD linkage to care team

    - Non-clinical partners conducting rapid testing are required to have MOU with a clinical partner to conduct confirmatory testing and provide the outcome of care linkage for individuals testing positive
    - Organizations should report the status of the referral (i.e. appointment kept/not kept) to BCHD
- Organizations should notify BCHD Partner Services of individuals who have a reactive or positive test, to facilitate partner services
- Ensure that all HIV-positive and high-risk HIV-negative pregnant persons who do not report being in prenatal care are actively linked to prenatal care and HCAM services
- Patients who test negative/non-reactive should receive education and linkage to PrEP services, all steps of the PrEP cascade, and including:
    - Education and awareness about PrEP and the availability of PrEP
    - Screening for PrEP eligibility and willingness
    - Referral to a PrEP provider. This can be an internal referral, referral to a partner, or referral to the patient's primary care provider. Nonclinical partners are required to have an MOU with a clinical partner to accept PrEP referrals and provide the outcome of PrEP referrals (i.e. PrEP linkage status and prescription written)
    - Status of PrEP Linkage (i.e. individual attended the appointment)
    - Status of first PrEP prescription (written vs. not written)
    - Report the PrEP cascade to BCHD. A reporting tool will be developed and shared after award announcements.

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

HIV Self-Testing Guidelines

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

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

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

Linkage to and Retention in HIV Care

Clinical and non-clinical organizations may apply to perform HIV linkage services. HIV linkage activities funded through this RFP should focus efforts among at least 1 of the priority populations and within 2 priority zip codes (see below). The goal is to link individuals who are newly diagnosed with HIV or who have fallen out of care to HIV treatment services, especially for individuals made vulnerable and those who cannot easily access the traditional medical system. Linkage should ideally occur within 7 days of the test result and no more than 30 days.

A syndemic approach to linkage is strongly encouraged. For example, if the individual is known to be positive for Hepatitis C, STIs, or Mpox, linkage services should include treatment for those conditions as well. Organizations are encouraged to also link to essential support services such as housing, substance abuse treatment services, mental health services, employment, and food security). This may include a rapid needs assessment for all people with new HIV diagnoses and linkage to a case manager to receive services for improved quality of life.

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

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

Appendix C:BCHD Expenditure Report, Form 440 Annual Financial Report

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

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

SECTION I.

VENDOR NAME _____ **AWARD #** _____

VENDOR ADDRESS _____ **STATE FISCAL YEAR** _____

CITY/STATE/ZIP _____ **REPORTING PERIOD** _____ _____

PROJECT TITLE _____ **TOTAL BCHD AWARD** _____ _____

TELEPHONE NUMBER _____ **SIGNATURE** _____

BLUE INK

DIRECTOR'S NAME _____ **DATE** _____

FEDERAL EMPLOYER ID _____

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SECTION II.

SUMMARY OF EXPENDITURES

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

BCHD 440 (REV. Feb 1997)

==========

SECTION III.

SUMMARY OF RECEIPTS

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

==========

SECTION IV. RECONCILIATION
DPCA USE ONLY

==========

TOTAL RECEIPTS _____

TOTAL EXPENDITURES _____

VARIANCE - UNDER (OVER) _____

(CSA ONLY)$TO CONTINGENCY FUND _____

==========

DPCA ACTION: _____

BY: _____

DATE: _____

Appendix D: SAMPLE Baltimore City Health Department Provider Agreement

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

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

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

RECITALS

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

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

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

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

1. PURPOSE:

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

2. SCOPE OF SERVICES:

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

3. PROFESSIONAL RESPONSIBILITY:

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

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

4. TERM:

4.1. The term ("Term") of this Agreement will commence immeditately upon the date of approval by the Board of Estimates of Baltimore City (the "Board") and will terminate _____ (___) years thereafter, with an option to renew this Agreement for _____ (__) additional _____ (__) year terms on the same terms and conditions, to be exercised at the sole discretion of the City.

5. COMPENSATION:

5.1. Reimbursement.

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

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

5.2. Payment.

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

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

6. INSURANCE:

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

6.1.1. Professional Liability, Errors, and Omissions Insurance, at a limit of not less than Three Million Dollars ($3,000,000) per occurrence in the event that service delivered pursuant to this Agreement, either directly or indirectly, involves professional services. If coverage is purchased on a "claims made" basis, the

Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis". Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require professional services.

6.1.2. Technology Liability, Errors, and Omissions Insurance, with annual, aggregate limits of no less than One Million Dollars ($1,000,000), pertaining to programming errors, software performance, and performance failures rendered by the Provider or its agents or employees. If coverage is purchased on a "claims made" basis, the Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "claims made basis". Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require technology related services.

6.1.3. Cyber Liability Insurance including but not limited to Network Privacy, Technology, Security, Web-Media Services, Breach Containment, Technology Extortion, and Data Restoration, at a limit of not less than One Million Dollars ($1,000,000) per occurrence with an aggregate limit of One Million Dollars ($1,000,000) is required. If coverage is purchased on a "claims made" basis, the Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis". Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require technology related services.

6.1.4. Workers' Compensation coverage as required by the State of Maryland or other applicable State's law.

6.1.5. Commercial General Liability Insurance, at a limit of not less than One Million Dollars ($1,000,000) per occurrence for claims arising out of bodily injuries or death, property damages, sexual molestation and abuse, and products and completed operations coverage. For those policies with aggregate limits, a minimum limit of One Million Dollars ($1,000,000) is required. Such insurance shall include contractual liability insurance.

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

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

6.3. To the extent of the Provider's negligence, the Provider's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Provider's insurance or benefit the Provider in any way.

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

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

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

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

6.8. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance or complete copies as required shall be a default by the Provider under this Agreement.

6.9. Notwithstanding anything to the contrary in any applicable insurance policy, the Provider expressly warrants, attests and certifies that there are no carve outs or exclusions to the policy coverage and limitations stated herein, except as required by law.

7. INDEMNIFICATION:

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

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

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

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

8. TERMINATION:

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

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

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

9. RETENTION OF RECORDS:

9.1. The Provider shall retain and maintain all records and documents relating to this Agreement for a minimum of six (6) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the City. The Provider shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, and if applicable to state and/or federal government authorized representatives. If the Provider should cease to exist, custody of all records related to this Agreement will be transferred to the City.

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

9.2.1. General Journal;

9.2.2. General Ledger;

9.2.3. Cash Disbursement Journal;

9.2.4. Payroll Register;

9.2.5. Time and Attendance Records;

9.2.6. Cumulative Leave Records;

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

9.2.8. Monthly Reconciliation of Bank Accounts;

9.2.9. Monthly Reconciliation of Petty Cash Accounts; and

9.2.10. Monthly Trial Balance.

9.3. The Provider further agrees that:

9.3.1. All checks shall be supported by official documentation;

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

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

10. AUDITS:

[if federal grants, use this]:

10.1. The Department requires each of its providers to have an annual audit at its own (Provider's) expense to coincide with its fiscal year to be performed by an independent

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

10.1.1. If the Provider expends $750,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on its fiscal year in compliance with the requirements of 2 C.F.R. 200 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") as promulgated by the United States Office of Management and Budget ("OMB").

10.1.2. If the Provider receives less than $750,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent auditor to perform a financial statement audit based on its fiscal year in accordance with 2 C.F.R. 200, Subpart F and Uniform Guidance.

10.1.3. The Provider shall submit an original bound audit report and all management letters in hardcopy and pdf versions to the Department within the nine (9) months after the end of its fiscal year. The Provider shall send the appropriate audit report to the Fiscal Unit of the Department.

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

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

10.3. The Provider shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by City, state, or federal auditors or their designated representatives, and reviewed by the Provider. The Provider will be billed by the Department for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the Department may offset the current fiscal year award or subsequent year award by the amount of such audit disallowance.

10. INFRINGEMENT PROTECTIONS:

10.1. The Provider represents and warrants to the City that any concepts, idea, studies, models, presentations, graphics, images, maps, guides, photos, printed materials, reports, brochures, operating manuals, designs, data, electronic files, software, processes, plans, procedures and other materials prepared or used by the Provider in performance of services under this Agreement (the "Property") do not infringe or

otherwise violate any intellectual property right of others, including patent, copyright, trademark, or trade secret.

10.2. The Provider agrees to defend at its expense any action brought against the City to the extent based on a claim that the Property violates an intellectual property right. The Provider will pay any costs and damages finally awarded against the City in such action that are attributable to such claim, provided that the City promptly notifies the Provider in writing of the claim (provided, however, that the failure to so notify shall not relieve the Provider of its indemnification obligations), allows the Provider to control the defense, provides the Provider with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without the Provider's prior written consent. In no event shall the Provider agree to any settlements related to this Agreement without first receiving the City's written consent.

10.3. Should the Property become, or in the Provider's opinion be likely to become, the subject of any intellectual property claim, the City may at its sole option direct the Provider to (i) procure for the City the right to continue using the Property, (ii) replace or modify the Property so as to make it non-violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and the City shall be entitled an equitable adjustment in accordance with the Agreement.

11. WORK FOR HIRE:

11.1. To the extent any graphics, images, maps, guides, photos, printed materials, brochures, operating manuals, designs, data, processes, plans, procedures and information prepared by the Provider in performance of services under this Agreement include material subject to copyright protection, such materials have been specifically commissioned by the City and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. The Provider shall secure a "work for hire" agreement on behalf of the City for any subcontractor who provides materials for this Agreement.

11.2. To the extent any of the materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, the Provider hereby assigns to the City all right, title, and interest in and to any intellectual property, and the City shall have the right to obtain and hold in its own name any copyrights, registrations, and other proprietary rights which may be available.

11.3. In the event this Section is not applicable, the Provider agrees to grant the City a perpetual enterprise license to the materials produced, prepared, generated, or created in accordance with this Agreement.

12. CONFIDENTIALITY:

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

of this Section shall remain binding upon the Provider after the expiration or earlier termination of this Agreement.

12.2. The Provider shall comply with all applicable federal and state confidentiality requirements regarding personal information, including Md. Code Ann. State Gov. §10-1301 et seq.

12.3. As required under the Maryland Public Information Act, the Provider shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal information disclosed to the Provider by the City or other government agencies and which are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.

12.4. If the Provider becomes aware of any unauthorized access to, disclosure of, use of, or damage to the confidential information, the Provider shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage. Additionally, the Provider shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Provider or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City in any litigation against third parties that the City undertakes to protect the security and integrity of the confidential information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Provider shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.

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

12.5. The Provider shall comply with all applicable federal and state confidentiality requirements regarding the collection, maintenance, use and disclosure of health information. This includes, where appropriate, (1) the Health Insurance Portability and Accountability (HIPAA) Act of 1996 (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR parts 160 and 164) as amended, (2) the Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. 290dd-2, as implemented at 42 C.F.R. part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General § 4-301 et seq.) as amended.

12.6. The parties have executed the attached Business Associate Agreement intending the effective date thereof to be the Effective Date of this Agreement, attached hereto as **Exhibit E** and incorporated herein. Additionally, the Business Associate Agreement is hereby incorporated into this Agreement for the purpose of protecting the personal health information pursuant to this Agreement in compliance with federal, state, and/or local laws, codes, and regulations, now in effect and hereafter adopted.

12.7. As applies to Baltimore Infants and Toddlers Program records and School Health Suite records, the Provider shall comply with all applicable federal and state confidentiality requirements regarding the collection, maintenance, use and disclosure of information

from education records in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. §1232g and 34 CFR Part 99) and policies on School Health Suite records of the Baltimore City School Board available through the Baltimore City Public Schools Family Handbook and Directory available through the website http://www.baltimoreCityschools.org/ or the Baltimore City Public Schools Office of Legal Counsel 410-984-2000.

13. PUBLICATION:

13.1. Prior to any advertising, publicity, or promotional materials initiated by the Provider relating to the services under this Agreement, the Provider shall obtain prior written approval regarding such promotional materials from the City before such materials can be released. Materials shall be presented to the City for prior written approval and shall be returned to the Provider in a timely manner. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

14. MODIFICATIONS AND AMENDMENTS:

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

15. COMPLIANCE WITH LAWS:

15.1. The Provider hereby represents, warrants, covenants, and agrees that:

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

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

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

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

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

15.2.1. There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of the Provider's knowledge, which if adversely determined, would have

a material adverse effect on the financial condition or business of the Provider; and

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

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

16. CRIMINAL BACKGROUND CHECKS:

16.1. The Provider covenants and agrees that it and its subcontractors will conduct a criminal background check of all of its employees, agents, and volunteers prior to commencing work under this Agreement. All costs of the criminal background check shall be borne by Provider or its subcontractors. As applicable pursuant to Md. Code Ann. Family Law Article, §5-550 et seq., the Provider and its subcontractors shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the Provider and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual.

[include this as applicable]:

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

17. DISPUTES:

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

18. CITY REQUIREMENTS:

18.1. Nondiscrimination.

18.1.1. The Provider shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, ethnicity, sex, age, marital status, sexual orientation, gender identity or expression, disability, genetic information or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

18.2. MBE/WBE. The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated by reference into this Agreement. If applicable, failure of the Provider to comply with this subtitle shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider. The Provider will make good faith efforts to utilize minority and women's business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. *(See Art. 5, § 28-54, Baltimore City Code)*

18.3. Local Hiring. Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to every contract for more than $300,000 made by the City, or on its behalf, with any person. The Local Hiring Law also applies to every agreement authorizing assistance valued at more than $5,000,000 to a City-subsidized project. Please visit www.oedworks.com for detailed on the requirements of the law. If applicable, the Local Hiring Law and the Local Hiring Rules and Regulations shall be attached hereto as **Exhibit D** and incorporated herein.

18.4. Conflict of Interest. No elected official of the City, nor other officer, employee or agent of the City who exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Provider asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Provider agrees to refrain from entering into all such practices or agreements during the Term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Provider asserts that it has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the Term of this Agreement and any extensions thereto.

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

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

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

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

18.6. No Dumping. The Provider's violation of any provision of City Health Title 7 {"Waste Control"}, Subtitle 6 {"Prohibited Disposal"}, constitutes a breach of this Agreement; and the City may determine, in its discretion, whether the violation is a material breach warranting termination of this Agreement.

19. STATE REQUIREMENTS:

19.1. **Political Contribution Disclosure.** The Provider is aware of, and will comply with all applicable provisions of the Maryland Annotated Code, Election Law Article, §14-101 et seq., "Disclosure By Persons Doing Public Business", ("Election Law"). The

Provider certifies, in accordance with §14-107 of the Election Law, that it has filed the statement required under §14-104(b)(1) of the Election Law.

20. MISCELLANEOUS PROVISIONS:

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

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

20.3. Governance.

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

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

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

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

20.6. Notice.

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

FOR THE CITY:	**FOR THE PROVIDER:**
Director's Name, Title	Provider's Legal Name
Name of Department/Agency	Title
Address	Address
City, State Zip Code	City, State Zip Code

Email Email

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

20.7. Payment to the City. Any payment(s) to the City or any of its Departments, Agencies, Boards or Commissions due under the terms of this Agreement or arising incident thereto shall be made to the Director of Finance and be mailed or delivered to: Director of Finance c/o Bureau of Revenue Collections Abel Wolman Municipal Building 200 N. Holliday Street Baltimore, MD 21202. Wiring instructions may be obtained from the Bureau of Treasury Management.

20.8. Non-Hiring of Officials and Employees. The Provider agrees that no official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and terms of this Agreement and while serving as an official or employee of the City become or be an employee of the Provider or any entity that is a subcontractor of the Provider on this Agreement.

20.9. Gender. Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa.

20.10. Headings. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.

20.11. Multiple Copies. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

20.12. Recitals. The recitals are hereby incorporated as part of this Agreement.

20.13. Survival. The representations, warranties, covenants promises and agreements contained in this Agreement shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.

20.14. Interpretation. In the event of an ambiguity or question as to the meaning of any provision of this Agreement, or a conflict, or inconsistency between similar terms, conditions, or language between or within this Agreement and the provisions of any exhibit or schedule attached hereto or any document referred to herein, the interpretation placed thereon by the City shall be final and binding on the parties hereto, provided that any such interpretation shall not be unreasonable.

20.15. Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

20.16. Independent Contractor.

20.16.1. It is agreed by the parties that at all times and for all purposes hereunder that the

Provider is not an employee of the City. No statement contained in this Agreement shall be construed so as to find the Provider or any of its employees, subcontractors, servants, or agents to be employees of the City, and they shall be entitled to none of the rights, privileges, or benefits of employees of the City.

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

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

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

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

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

20.21. Entire Agreement. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal and hereby agree to impose the standard statute of limitations on this Agreement.

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

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

[Signature Page Follows]

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

ATTEST	**MAYOR AND CITY COUNCIL OF BALTIMORE**
_____	By:_____
Custodian of the City Seal	Name: _____
	Title: _____
WITNESS	**PROVIDER'S LEGAL NAME**
_____	By:_____(Seal)
	Name: _____
	Title: _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	**APPROVED BY THE BOARD OF ESTIMATES**
_____	_____
Assistant Solicitor	Clerk Date

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

EXHIBIT A

SCOPE OF SERVICES

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

- See Section C and Appendix B
-
-

EXHIBIT B

ESTIMATED PROJECT BUDGET

Line Item	Description	Year 20___ Estimated Funding
1		
	Total:	**$_____**

EXHIBIT C

FUNDING SOURCE IDENTIFICATION

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

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

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

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

EXHIBIT D

THE LOCAL HIRING LAW
AND THE LOCAL HIRING RULES AND REGULATIONS

Attach if applicable.

EXHIBIT E
Baltimore City Health Department
Business Associate Agreement (if applicable)

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

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

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

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

1. DEFINITIONS

1.1. The terms used in this Agreement (e.g., Individual(s), Report, Required by Law, and Security Incident) have the same meaning as set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, as they may be amended from time to time and as set forth in B. below.

1.2. Specific definitions:

1.2.1. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Regulations and which compromises the security or privacy of the PHI (45 C.F.R. § 164.402).

1.2.2. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the PROVIDER.

1.2.3. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the Department.

1.2.4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Parts 160 and 164, as amended from time to time.

1.2.5. "HIPAA Regulations" mean the Privacy, Security, Breach Notification, and Enforcement Regulations at 45 C.F.R. Parts 160 and 164.

1.2.6. “MCMRA” means the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health-General, §4-301 et seq. as amended from time to time.

1.2.7. Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

1.2.8. “Secretary” means the Secretary of the Department of Health and Human Services or his designee.

1.2.9. “Unsecured PHI” means PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance.

2. PERMITTED USES AND DISCLOSURES OF PHI BY PROVIDER

2.1. Provider may only use or disclose PHI as necessary to perform the services set forth in the Primary Contract or as required by law.

2.2. Provider agrees to make uses and disclosures and requests for PHI consistent with the Department's policies and procedures regarding minimum necessary use of PHI.

2.3. Provider may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Department.

2.4. Provider may, if directed to do so in writing by the Department, create a limited data set, as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Provider will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Provider will report any material breach or violation of the data use agreement to the Department immediately after it becomes aware of any such material breach or violation.

2.5. Except as otherwise limited in this Agreement, Provider may disclose PHI for the proper management and administration, or legal responsibilities of the Provider, provided that disclosures are Required By Law, or Provider obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

2.6. The Provider shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”). This prohibition does not apply to the Department's payment of Provider for its performance pursuant to the Primary Contract.

2.7. The Provider shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

2.8. The Provider shall comply with an individual's request to restrict disclosure of PHI if the information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full as provided in §13405(a)(2) of the HITECH Act.

2.9. If the Provider uses or maintains an electronic health record with respect to the PHI of an individual, the Provider shall provide a copy of such information in an electronic format as provided in §13405(e) of the HITECH Act.

3. DUTIES OF PROVIDER RELATIVE TO PHI

3.1. Provider agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as required by law.

3.2. Provider agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.

3.3. Provider agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

3.4. Provider agrees to Report to the Department any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure.

3.5. If the use or disclosure amounts to a breach of Unsecured PHI, the Provider shall ensure its report:

3.5.1. is made to the Department without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.E.1, Provider must notify the Department of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Provider has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

3.5.2. includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;

3.5.3. is in substantially the same form as the ATTACHMENT hereto; and

3.5.4. includes a draft letter for the Department to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

3.5.4.1. a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

3.5.4.2. a description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

3.5.4.3. any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;

3.5.4.4. A brief description of what the Department and the Provider are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

3.5.4.5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.

3.6. To the extent permitted by the Primary Contract, Provider may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), Provider shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Provider agree to the same restrictions, conditions, and requirements that apply to the Provider with respect to such information. Provider must enter into Business Associate Agreements with subcontractors as required by HIPAA.

3.7. Provider agrees it will make available PHI in a designated record set to the Department, or, as directed by the Department, to an individual, as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format.

3.8. Provider agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Department pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.526.

3.9. Provider agrees to maintain and make available the information required to provide an accounting of disclosures to the Department or, as directed by the Department, to an individual, as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.528.

3.10. To the extent the Provider is to carry out one or more of the Department's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Department in the performance of such obligation(s).

3.11. Provider agrees to make its internal practices, books, and records, including PHI, available to the Department and/or the Secretary for purposes of determining compliance with the HIPAA Regulations.

3.12. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider in violation of the requirements of this Agreement.

4. TERM AND TERMINATION

4.1. This Agreement shall remain in effect unless otherwise terminated for the entire term of the Primary Contract including any extensions, options or modifications, or, as appropriate, in accordance with the requirements of paragraph (C) of this subsection.

4.2. Upon the Department's knowledge of a material breach by Provider, the Department will either:

4.2.1. Provide an opportunity for the Provider to cure the breach or end the violation and terminate this Agreement if the Provider does not cure the breach or end the violation within the time specified by the Department;

4.2.2. Immediately terminate this Agreement if the Provider has breached a material term of this Agreement and cure is not possible; or

4.2.3. If neither termination nor cure is feasible, report the violation to the Secretary.

4.3. Effect of Termination.

4.3.1. Upon termination of this Agreement for any reason, the Provider shall return or, if agreed to by the Department, destroy and document the destruction of all PHI received from the Department, or created or received by the Provider on behalf of the Department that the Provider still maintains in any form. Provider shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Provider.

4.3.2. If the Provider believes that returning or destroying the PHI is infeasible, the Provider shall provide to the Department notification of the conditions that make return or destruction infeasible. If the Department agrees that return or destruction of PHI is infeasible, the Provider shall extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction infeasible, for so long as the Provider maintains the PHI.

4.3.3. Should Provider make an intentional or grossly negligent in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, the Department shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Primary Contract.

4.4. The obligations of Provider under this Section shall survive the termination of this Agreement.

4.5. If Provider breaches any of the covenants and assurance in this Agreement, the Department will suffer irreparable harm. Consequently, Provider agrees that the Department may enjoin and restrain Provider from any continued violation of this Agreement, and to reimburse and indemnify the Department for its reasonable attorney's fees and expenses and costs reasonably incurred as a proximate result of

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

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

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

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

6. NOTICE PROVISIONS

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

FOR THE DEPARTMENT:	**FOR THE PROVIDER:**
_____	_____
_____	_____
_____	_____

7. COMPLIANCE WITH STATE LAW

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

8. MISCELLANEOUS

8.1. A reference in this Agreement to HIPAA or the HIPAA Regulations or a section of either means HIPAA or the HIPAA Regulations or the section as in effect or as amended from time to time.

8.2. The Parties agree to take such action in writing to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA Regulations and HIPAA.

8.3. Any ambiguity in this Agreement shall be resolved to permit the Department to comply

with the HIPAA Regulations.

8.4. The parties agree that this Agreement shall not be assignable, except by written approval, in advance by the Department.

8.5. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, exclusive of its conflict of law rules. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Baltimore City.

8.6. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

8.7. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

8.8. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

8.9. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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

8.11. Should any conflict exist between the language of this Agreement and the Primary Contract, the language of this Agreement shall prevail unless at some time in the future the parties specifically refer to this Agreement and explicitly otherwise provide.

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

ATTEST **MAYOR AND CITY COUNCIL OF BALTIMORE**

_____ By:_____
Name: _____
Title: _____

WITNESS **PROVIDER'S LEGAL NAME**

_____ By:_____(Seal)
Name: _____
Title: _____

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

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

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

Description of the breach:
_____

_____

Date of the breach: _____ Date of discovery of the breach: _____

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

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

Number of individuals affected by the breach:
_____

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

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

_____

_____

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

_____

_____

Contact information to ask questions or learn additional information:

Name:
_____

Title:
_____

Address:
_____

Email Address:
_____

Telephone:
_____

Appendix D: Sample Budget Narrative Template

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

Name of Contractor:

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

Method of Selection"
This contractor is submitting a budget in response to a request for proposal.

Method of Accountability

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

Scope of Work

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

INTRODUCTION

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

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

Sample Budget & Justification

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

Personnel ***$103,091***

Name and Position/ Title	*Annual*	*Time*	*Months*	*Amount Requested*
Jae Johnson	*$65,000*	*100%*	*12 months*	*$65,000*

Project Coordinator

Position Narrative/Justification (descriptions may vary)

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

Name and Position/ Title	*Annual*	*Time*	*Months*	*Amount Requested*
Sally Summers	*$45,000*	*50%*	*12 months*	*$22,500*

Community Health Worker

Position Narrative/Justification (descriptions may vary)

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

.

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

Sample Budget

35% of Total salaries = Fringe Benefits	*Fringe Benefits Total*
	$7875+$7,716=$15,591

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

Example: Project Coordinator — Salary $45,000

Retirement 5% of $45,000	=	*$2,250*
FICA (Standard at 7.65%) of $45,000	=	*3,443*
Insurance $2,000/year	=	*2,000*
Workers' Compensation .05% of $45,000	=	*23*
Total	=	*$7,716*

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

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

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

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

Sample Budget

Equipment Total $1000

Item Requested	*How Many*	*Unit Cost*	*Amount*
Laptops	*2*	*$500*	*$1,000*

Total
$1,000

Sample Justification

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

E. Supplies: Individually list each item requested. Show the unit cost of each item, number

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

Sample Budget

Supplies Total $1560

General office supplies (pens, pencils, paper, etc.)
12 months x $20/month x 1.5 FTEs = $360
OR
General Office Supplies:
Printer toner 3 x $60= $180
Paper: 5 Boxes x $30=$150
Pens: 5 packs x $9=$45
Totaloffice supplies =$375

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

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

Sample Justification

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

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

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

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

Sample Budget

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

In-State Travel:

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

Sample Justification

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

Sample Budget

Out-of-State Travel:

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

Sample Justification

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

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

Sample Budget

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

Communication ***$900***

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

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

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

Printing flyers, and other educational information.
$0.25 x 2000 copies= $500
$2.50 x 250copies=$625

Client Incentives ***$2000***

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

200 clients x $10 gift cards= $2000

Internet Provider Service: ***$875***
($18 per month x 9 months x 1.5 FTEs) =$875

Rent and Utilities*:(Note, if this category is included in your indirect costs, do not itemize in the budge)* ***$4,566.67***
Anticipated Occupancy Costs are as follows –

Rent:	*$24,000*
Power:	*$1,800*
Water:	*$800*
Sanitation:	*$800*
Total	*$27,400*

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

Sample Justification

Some items are self-explanatory (telephone, postage, rent) unless the unit rate or total amount requested is excessive. If not, include additional justification. For printing costs, identify the types and number of copies of documents to be printed (e.g., procedure

manuals, annual reports, materials for media campaign).

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

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

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

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

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

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

Sample Budget

Contractual *Total $**2,500***

CPA Consulting Services
Basis of Allocation: Hourly rate of $25 x 100 hours =$2,500

I. Total Direct Costs $119,208.17
Show total direct costs by listing totals of each category.

J. Indirect Costs $11,920.82

The indirect cost should be no more than 10% of the overall grant.
10% x $119,208.17=$11,920.82

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

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

Appendix E: Sample Risk Assessment Form

Sub-recipient/ Contractor Risk Assessment (RA)

This document will be utilized to assess an entity's ability to carry out services and determine how they shall be monitored.

Entity Name:	
Risk Assessment for FY:	
Program:	
Supplier ID/SCON:	
Award Number:	
Grant Title/ Description:	
Award Amount:	
Review Date:	
Award Period:	
Date of Last Review:	

Risk Assessment

Manually check or utilize space bar to record responses.

While there are six questions that require manual scoring, majority of responses will automatically tabulate.

#	I. Sub-award Experience & Eligibility	YES	NO	N/A
1	Does the sub-recipient have prior experience with the same or similar programs? **(If no, explain)**	☐	☐	☐
2	Does the Subrecipient have a Unique Entity ID (UEI)? **(If no, explain)**	☐	☐	☐
3	Is the subrecipient in good standing with Maryland State Department of Assessments and Taxation (SDAT). *Search Business name here: https://egov.maryland.gov/BusinessExpress/EntitySearch	☐	☐	☐
4	Is the subrecipient currently delinquent in submission of the Single Audit Report (if applicable) for any of the past 3 years?	☐	☐	☐
5	Has the sub-recipient been suspended or banned from doing business with the Federal Government? **(If yes, explain. also notate if ban is current)** ***Check by looking up UEI (https://sam.gov verification site) Also, If Health care related program check OIG exclusion list (https://exclusions.oig.hhs.gov/)**	☐	☐	☐
6	Does BCHD have an existing relationship with the sub-recipient (as a federal grant sub-recipient), If yes how are they doing? ***Only count towards negative score if the existing relationship does not meet standards of the other contracts.**	☐	☐	☐
7	Explain (expound on any answers from above)			

#	II. Personnel, Policies & Systems	YES	NO	N/A
8	Has the sub-recipient changed their program and/or accounting systems since the last review? **(If yes, please explain)**	☐	☐	☐
9	Has the sub-recipient's key staff and/ or organization changed since its last review? **(please provide organizational chart)** *May not necessarily be negative. Depending on positions any reasoning (e.g. entity adding positions or taking away redundant positions).	☐	☐	☐
10	Does the subrecipient have Standard Operating Procedures and/ or manuals that indicate strong internal controls? **(If yes, please provide)**	☐	☐	☐
11	Does the sub-recipient have adequate and qualified staff to comply with the terms of the agreement?	☐	☐	☐
12	Does the subrecipient have financial management systems that are adequate to manage the award (i.e., program expenditures, cost reimbursement with expenses tracked per § 200.302)?	☐	☐	☐
13	Does the subrecipient have adequate practices and/or policies in place to protect sharing and storing of Personally Identifiable Information (PII)/ Data? **(If yes please provide)**	☐	☐	☐
14	Does the subrecipient have a conflict of interest policy? **(If yes please provide)**	☐	☐	☐

15	If staff will be required to track their time associated with the award, does the subrecipient have a system in place that will account for 100% of each employee's time?	☐	☐	☐
16	*Explain (expound on any relevant information)			
#	**III. Results of Previous Audits**	***YES***	***NO***	***N/A***
17	Should this sub-recipient receive single audits? **(If yes please provide)** *Single audit requirement: If subrecipient received $750K (1million as of 10/1/24) or more in total Federal funds, they must have had a single audit completed. Required as noted in Subpart F (2CFR).	☐	☐	☐
18	Does the sub-recipient's prior audits (single or other) report any findings? ***Please notate if prior audit findings were corrected in a timely manner.**	☐	☐	☐
19	Are there any current reports or pending reports of fraud? **(If yes please provide report)**	☐	☐	☐
20	*Explain (expound on any relevant information)			
#	**IV. Results of Monitoring (by BCHD)**	***YES***	***NO***	***N/A***
21	Were prior monitoring reviews conducted?	☐	☐	☐
22	If Yes, does the sub-recipient's prior monitoring reviews report any findings? ***Please notate if prior findings were corrected in a timely manner.**	☐	☐	☐
23	Is the sub-recipient's programmatic performance low quality? (if yes, explain)	☐	☐	☐
24	Are the sub-recipient's progress reports inadequate, inaccurate and/or late?	☐	☐	☐
25	Are the sub-recipient's financial reports inadequate, inaccurate and/or late?	☐	☐	☐
26	Were fiscal issues identified?	☐	☐	☐
27	Are there identified issues with sub-recipient following the conditions of the award?	☐	☐	☐
28	Are there identified issues with the sub-recipient monitoring their own sub-recipients? (Note: Select "N/A" if there are no sub-recipients to monitor.)	☐	☐	☐
29	*Explain (expound on any relevant information)			

RISK	**SCORING** (Number of answers deemed to be a risk)	
	Section I:	0
	Section II:	0
	Section III:	0
	Section IV:	0
	Total of Manually Scored Questions: Consider questions 4,5,6,8, 9 & 10. If they lean to a concerning ruling, count it as a risk.	0
	Total: See second tab for monitoring recommendations.	0
	Risk Level: **Red**=High **|** **Yellow**= Medium **|** **Green**=Low	

BALTIMORE CITY HEALTH DEPARTMENT (BCHD)
EXPENSE REPORT

ORGANIZATION NAME	
ORGANIZATION ADDRESS	
ORGANIZATION REMIT TO ADDRESS	
TELEPHONE NUMBER	
CONTACT PERSON	
EMAIL ADDRESS	
FISCAL YEAR	
CONTRACT PERIOD	
PROJECT NAME	
EMPLOYER IDENTIFICATION NUMBER (EIN)	
REGISTERED IN SAM.GOV (YES/NO)?	
UNIQUE ENTITY ID (UEI)	
WORKDAY SUPPLIER ID NUMBER	
CONTRACT NUMBER	
INVOICE DATE	04/13/2026

Instructions: *Please add rows and/or line items for this portion of your budget, as needed. Examples of additional line items can be found in the last tab.*

LINE ITEMS	Approved Budget	Current Period Expenditures 04/13/2026	Total Expenditures Previously Reported	Total Expenditures	Variance	Is a budget modification needed?
Salary				0.00	0.00	NO
Fringe				0.00	0.00	NO
Supplies/Materials				0.00	0.00	NO
Travel				0.00	0.00	NO
Rent & Utilities				0.00	0.00	NO
Communication				0.00	0.00	NO
Equipment				0.00	0.00	NO
Contractual Services				0.00	0.00	NO
Consultant				0.00	0.00	NO
Other				0.00	0.00	NO
				0.00	0.00	NO
				0.00	0.00	NO
				0.00	0.00	NO
				0.00	0.00	NO
TOTAL DIRECT COSTS	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	NO
INDIRECT COST Rate 10%	0.00	0.00	0.00	0.00	0.00	NO
TOTAL	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	NO

OK

BALTIMORE CITY HEALTH DEPARTMENT (BCHD)
INVOICE

ORGANIZATION NAME	0
ORGANIZATION ADDRESS	0
ORGANIZATION REMIT TO ADDRESS	0
TELEPHONE NUMBER	0
CONTACT PERSON	0
EMAIL ADDRESS	0
FISCAL YEAR	0
CONTRACT PERIOD	0
PROJECT NAME	0
EMPLOYER IDENTIFICATION NUMBER (EIN)	0
REGISTERED IN SAM.GOV (YES/NO)?	0
UNIQUE ENTITY ID (UEI)	0
WORKDAY SUPPLIER ID NUMBER	0
CONTRACT NUMBER	0
INVOICE DATE	4/13/2026

Instructions: *Please fill out document completely and ensure information matches accompanying documentation.*

Contract No.	Fiscal Year	Invoice Date	Amount
0	0	4/13/2026	$ -

Certification of Vendor: I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Authorized Representative Signature	Name, Title	Date

BCHD Use Only

"I have reviewed the attached invoice or financial report. Both the work being performed, and the expenses reflected on this invoice and/or financial report are consistent with the scope of work."

Reviewed and approved by:

Program Director, Name	Program Director, Signature	Date

BCHD Finance Manager, Name	BCHD Finance Manager, Signature	Date