

ALABAMA DEPARTMENT OF PUBLIC HEALTH
Office of HIV Prevention and Care

REQUEST FOR PROPOSALS
FOR

Ending the HIV Epidemic in Alabama

July 25, 2024

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OVERVIEW AND PURPOSE

This Request for Proposal (RFP) is being released to recruit public or private non-profit organizations, government agencies, non-governmental public or private organizations, faith-based organization, AIDS Services Organizations (ASOs), federally qualified health centers (FQHCs), and community-based organizations (CBOs) to implement strategies and activities that are unique to their catchment area.

ELIGIBLE APPLICANTS

Public non-profit organizations which can demonstrate current non-profit 501C (3) status and can provide assurance of ability to access target populations.

FUNDING AVAILABLE

The Office of HIV/AIDS Prevention and Care (OPHC) funding opportunity represents a new direction designed to achieve a higher level of impact with the best use of federal HIV prevention dollars. The funding period is scheduled to begin August 1, 2024 – May 31, 2025. Funding will be available for up to five years with the option of renewing pending satisfactory completion of work, availability of federal funds, and annual submission of an approved workplan. This RFP is competitive, with multiple awards given, to include scoring from external peer reviewers. All payments are on a reimbursement basis pending satisfactory completion of work and approval of submitted invoices and supporting documentation.

***Pending CDC's 2024-2025 budget approval.**

NOTE: The health department reserves the right to negotiate awards based on project plans, performance, and/or recommended program reviews.

TERMS AND CONDITIONS

State of Alabama laws, rules, and regulations specifically govern the format and requirements of contracts between state agencies and offerors. A pro forma contract and business associate agreement (BAA), if required, is included as Attachment 7. If awarded, the offer agrees to meet all state of Alabama required clauses in the contract and BAA, if required.

PROJECT DESCRIPTION

The OHPC seeks to increase efforts to end the HIV epidemic to reduce new HIV infections in the state of Alabama. The Ending the HIV Epidemic (EHE) initiative focuses on scaling up four science-based strategies in communities most affected by HIV across the country. These strategies are to: **Diagnose** all people with HIV as early as possible. **Treat** people with HIV rapidly and effectively to result in sustained viral suppression. **Prevent** new HIV transmissions by sing proven interventions, including condom distribution, pre-exposure prophylaxis (PrEP), postexposure prophylaxis (PEP), and syringe services programs (SSP). **Respond** quickly to potential HIV outbreaks to get vital prevention and treatment services to people who need them. This RFP will focus on the diagnose, treat, and prevent strategy.

The EHE plan relies heavily on new voices and non-traditional CBOs; there, these entities are strongly encouraged apply. Approaches for the strategies will focus on diagnosing all people with HIV as early as possible; treating people with HIV rapidly and effectively to reach viral suppression; preventing new HIV transmission by using proven interventions, including pre-exposure prophylaxis (PrEP).

Based on the 2022 OHPC HIV finalized data report, the top priority populations impacted by HIV in Alabama are Hispanic/Latino MSM ages 13-24, 25-34, and 35-44; Black MSM ages 13-24, 25-34, and 35-44; Cisgender black women 25-34; Injection Drug User black and white men ages 25-34.

Proposed activities for EHE implementation should be enhanced or localized activities not currently implemented under any other funding. Examples of activities are listed under each strategy. Applicants may propose other activities to implement if it supports the strategy.

Strategy 1: Diagnose - Increase knowledge of status to 95% by ensuring all people with HIV receive a diagnosis as early as possible.

- Adopting sustainable, routine HIV testing programs in select health care facilities using all available mechanisms to obtain reimbursement for HIV testing from third-party payers (e.g., Medicare, Medicaid, private insurance, health maintenance organization [HMO] programs).
- Expand or implement routine opt-out HIV screening in health care and other institutional or retail settings (e.g., retail health clinics, emergency departments, urgent care facilities) located in high prevalence communities, including bundling with screening for other relevant conditions.
- Collaborate with county or city jails located in EHE jurisdictions and promote routine opt-out screening as part of medical intake evaluation in jails, particularly in large jails located in high prevalence communities, as well as in prison systems if HIV testing is not yet routinely performed, in accordance with state and local policy.
- Normalize HIV testing in non-traditional settings (e.g., pharmacies and retail venues) by advertising broadly and providing residents multiple options to receive HIV tests in venues, including self-tests, that do not traditionally promote tests.
- Establish systems whereby people with elevated risk for HIV acquisition are routinely identified and HIV tests are ordered at least yearly. In some settings, more than annual screening of all people (e.g., every three months) could be considered.
- Identify "champions " or key staff (e.g., nurses and other medical staff performing intake medical examinations) to lead activities to routinize HIV screening at intake.
- Modify the electronic medical records in selected facilities to routinize the offer of screening and screen all people (at least once) for HIV regardless of risk.

Strategy 2: Treat - Implement a comprehensive approach to treat people with diagnosed HIV infection rapidly (increase linkage to care up to 95%) and effectively to achieve viral suppression (increase viral suppression up to 95%)

- Develop programs to support and promote rapid linkage (within 7 days).

- Develop and implement a plan to ensure early ART initiation for all people with newly diagnosed HIV infection.
- Support community health/lay health advisor networks as part of the HIV treatment team, that can provide outreach to people not in care to facilitate re-entry into care. Community health work programs may be supported by social media and health communication campaigns that emphasize the importance of HIV treatment adherence.
- Develop partnerships between HIV clinical medicine teams and community pharmacists so that HIV patients care is enhanced due to increased communication around development of a medication adherence plan for individuals and to facilitate notices when those individuals have not refilled prescriptions.
- Conduct rapid needs assessment (housing, transportation etc.) for all people with new HIV diagnoses and link to a disease intervention specialist and or case manager as needed in support of receiving needed services for improved quality of life.
- Develop, expand, and scale up Data to Care programs using surveillance data and other data sources including pharmacy data (Data to Care Rx), to identify people not in care and develop re-engagement strategies (e.g., utilizing linkage specialist, disease intervention specialist). Refer to <https://www.cdc.gov/hiv/effective-interventions/treat/data-to-care/index.html>.
- Develop electronic based approaches (e.g. test messaging, viral case management) to support retention in care activities, patient navigation and distribution of strengths-based case management (e.g. Anti-Retroviral Treatment and Access to Services [ARTAS]).
- Create and maintain an easily accessible provider-initiated retention in care support service (e.g., encrypted online reporting system) for providers to request health department support when people miss appointments or appear to be lost to follow up.
- Develop robust telemedicine programs that use electronic information and telecommunications technologies (e.g., videoconferencing, the internet, store-and forward imaging, streaming media) to support and promote long-distance clinical health care and patient health-related education.

Strategy 3: Prevent - 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, and harm reduction.

- Partner with new community-based organizations (CBOs) and/or federally qualified health centers (FQHCs) to offer PrEP and PEP services as part of their routine, normal menu of services.
- Direct mail PrEP and PEP toolkits to clinicians in participating jurisdictions
- Use CDC social media assets on local/regional channels to reach clinicians with PrEP and PEP messaging.
- Conduct on-the-ground outreach and PrEP and PEP navigation at events in local EHE jurisdictions.
- Establish or expand a PrEP and PEP Navigator Training Program geared toward addressing the needs of populations with indications for PrEP that are currently underserved by PrEP and PEP programs (e.g., Black cisgender and transgender women, Black and Latino gay and bisexual men, etc.).

- Partner with a healthcare provider or agency with staff that have prescribing authority and the ability to host a 24 hour/7 day a week "hotline " to facilitate patient-level access to HIV PEP and use of doxycycline post-exposure prophylaxis for bacterial sexually transmitted infection prevention (aka Doxy PEP), as well as 7-day PrEP starter kits and on-going PrEP access.
- Incentivize PrEP or PEP provision that is appropriate to locally specific demographics of people while maintaining provision of PrEP to all people with indications for its use.
- Increase PrEP and PEP training among private and safety-net clinical providers by increasing the number of trained PrEP and PEP detailers (i.e., clinical educators) through collaboration with organizations that have demonstrated success in providing ongoing training and support and adapting resources from CDC and others to meet local provider training needs.
- Partner with a Historically Black College and University (HBCU) or Hispanic Serving Institution to sponsor HIV testing events and linkage to PrEP and PEP.
- Integrate a comprehensive service needs assessment (e.g., mental health, housing, food security, employment) to achieve a person-centered, holistic care approach to PrEP and PEP services.

SCOPE OF WORK

The applicant must provide a table of contents for the entire submission package that includes all the documents in the application and headings. The Project Narrative must include a cover page, background, collaborations, priority population(s) and health disparities, measure of effectiveness, organizational capacity, project implementation, work plan, and budget justification.

Cover Page – Identify the applicant’s organization, name address, contact person, phone number and email address. In addition, the name and signature of the applicant’s organizational representative authorized to submit a proposal or sign a contract must be included. (See **Attachment 2**)

Background – Applicants must provide a description of relevant background information that includes the context of the problem, including data on HIV in the particular district and/or county, and any other relevant information that may indicate a need for HIV programming. Describe the strengths and assets of the applicant organization, community, and stakeholders which are relevant to addressing ending the epidemic.

Collaborations – Applicants must describe how they will collaborate with programs or organizations. Three Letters of Support and/or MOUs with partnering community agencies, organizations, and/or individuals the program partners with that show a strong commitment and support for this application, HIV prevention, and/or the applicant agency.

Priority Populations and Health Disparities – Applicants must describe the specific population(s) of focus in their jurisdiction and explain how to alleviate health disparities. The applicant must also address how they will include specific populations that can benefit from the program. Applicants must also describe the priority population, community issues, barriers to

care and any social and structural factors that prevent individuals for seeking HIV prevention and care services.

Measure of Effectiveness – Applicants must describe how success will be measured to reach the goals and objectives proposed, describe methods to monitor the implementation of proposed strategies and activities, describe methods to show change in behaviors (if applicable), attitudes, and beliefs, and describe how evaluation results will be used to improve, change, or guide program activities.

Organizational Capacity – Applicants should provide a description of the appropriateness of the agency/organization for the EHE project. Please include the following required items:

- A description of the agency/organization and its purpose.
- A brief history of the applicant agency (how, when, and why the agency was established).
- The mission statement.
- An organizational chart.

Project Implementation – The applicant must describe how the organization plans to implement the activities based on the strategies. Applicants must apply for one or more of the recommended strategies. In addition, applicants must implement 2 or more activities listed under each strategy. Applicants must describe the following:

- The population(s) and number of participants the project will serve.
 - How and why the population was selected.
 - Why this population may be at increased risk of acquiring HIV or how engaging this population may promote social norms.
 - What risk factors will be address by implementing each strategy.
 - What protective factors will be addressed by implementing each strategy.
 - Why each strategy is likely to succeed.
 - What are the outcomes, or the changes expected to happen because of strategy implementation? What “benchmarks: will indicate whether the program is on track to succeed at 5 months?
- Describe in detail how the applicant organization plans to complete the following additional **required** activities:
 - Participate in the local HIV Prevention Network Group.
 - Participate and present at the quarterly Alabama Prevention and Care Group (formerly known as the HIV Prevention and Care Group meeting)
 - Participate in the End HIV Alabama planning group.

Work Plan - Use Attachment 5 to develop a project workplan that incorporates the selected strategies and grant activities. Goals should be simple and concise. They should indicate who will be affected and what changes will result from the activity. Objective must be specific and measurable to the point of emphasizing accountability (i.e., able to link program activities directly with the approved budget expenditures), consistent with the stated purpose of the EHE grant announcement, and attainable within the grant period. Objectives should be **Specific, Measurable, Achievable, Realistic, and Time-Bound**.

Budget Justification - Budgets should follow the CDC Budget Preparation Guidelines. Budget narratives must include a justification of how the funds will be spent. Click on the link <https://www.cdc.gov/grants/documents/budget-preparation-guidance.pdf> for an example of the budget narrative. Proposals must include a detailed project budget, using the format described below. A budget narrative section providing supportive description and justification for each line item should follow the budget. **(See Attachment 3)** All program expenses are on a reimbursable basis according to state and federal rules and regulations. Seek consultation with state technical advisors before purchasing incentives and arranging retreat services. The budget narrative should include:

1. Personnel Costs

List all personnel whose salaries will be paid in whole or in part with funding for this proposal. For each position, provide the 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 for by this grant, and amount to be charged to this grant. If the position is vacant, indicate when the position is expected to be filled.

2. Fringe Benefits

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

3. Travel

All travel must directly benefit the work supported by this grant. List all travel anticipated to occur during the grant period. Be specific about who will travel, where when and why the travel is necessary. **In-state** mileage rate and per diem will be paid according to the state rate for travel necessary or beneficial to the project.

4. Subcontractors/Consultants

For subcontracts included within the proposal budget, applicants should name the sub-contractors, describe the services to be performed, and provide a description of and justification for the proposed costs of subcontracts. (See Attachment 4)

5. Supplies

Detail each estimated cost, such as:

Office supplies - Funds used for general office supplies for the project.

Supplies include copy paper, file folders and related items.

Education Materials - Funds used for brochures, pamphlets, posters and other materials for implementation of targeted efforts.

Resource Materials - Funds used for reference materials to implement activities related to the project objectives.

HIV Test Kits – Used for participants of the program. (Must be included on the expenditure report). Funds must be used to purchase test kits to accommodate the project.

Computers, office equipment, etc. per guidance.

7. Other Resources

Provide information about current relevant sources of support for your organization. Proposals requesting partial funding for a project will not be considered unless funding has already been secured for all other aspects of the project and the activities of the ADPH-funded portion of the project can be evaluated and described independently from the remainder of the project.

8. Indirect Cost

Ten percent (10%) is the allowable indirect cost for this grant. If you do not have documentation from a federal agency of your indirect rate, you must use the de minimis rate allowed by

regulation or else not budget for indirect costs. You may still budget for specific administrative costs if you do not budget for indirect costs.

Funds may not be used for cash payments to recipients, matching other funds, purchasing for food items, capital improvements, and professional liability insurance.

Seek consultation with state technical advisors before purchasing incentives and arranging retreat services. A sample budget and budget narrative/justification are provided in Attachment 3.

All payments are on a reimbursement basis pending satisfactory completion of work and approval of submitted invoices.

PROPOSAL FORMAT

An electronic version of the proposal must be received by 5:00p.m., CDST, August 22, 2024. No extensions will be given.

PROPOSAL SUBMISSION

Completed proposals **must be received** by the Office of HIV Prevention and Care before or on Thursday, August 22, 2024, by 5:00 p.m.

When received by the HIV Office of Prevention and Care, the application will be reviewed for completeness. Incomplete proposals will not be accepted. Applicants may submit one proposal per organization/clinic.

Discussion may be conducted with offerors who submit proposals determined to be reasonably sufficient for being selected for award, but proposals may be accepted without such discussions. If additional information or discussions are needed with any offerors, the offeror(s) will be notified.

Proposal should be emailed to AL_HIV_RFP@adph.state.al.us

Letters of Intent should be emailed to AL_HIV_RFP@adph.state.al.us by Thursday, August 1, 2024. (See Attachment 1)

PROPOSAL EVALUATION

The ADPH HIV Prevention Division will assemble an external peer review team of professionals who have expertise in health care, evaluation, HIV education, and outreach work. Every endeavor will be made to include at least one consumer.

Based on their knowledge and experience, these selected individuals will review applicant's content and written presentation of the proposal, organizational capability, and collaboration intent. The following criteria will be utilized to evaluate proposals.

- | | |
|---|-----------|
| • Background | 5 points |
| • Collaborations | 5 points |
| • Priority Populations and Health Disparities | 25 points |
| • Measure of Effectiveness | 10 points |
| • Organizational Capacity | 10 points |

- Project Implementation 30 points
- Work Plan 5 points
- Budget Narrative/Justification 10 points

Total Possible Score 100 points

IMPORTANT DATES

Release RFP.....July 25, 2024
 Letter of Intent Due.....August 1, 2024
 Proposals Due.....August 22, 2024
 Program OrientationTBA
 Funding Cycle..... August 2024 – May 2025

CONTACT INFORMATION AND TECHNICAL ASSISTANCE

For additional questions or information regarding technical assistance, please contact Jora White,
Jora.White@adph.state.al.us

HIV/AIDS SERVICE DISTRICTS/COUNTIES HIV MANAGERS

HIV PREVENTION NETWORK GROUPS

NORTHERN DISTRICT

Tia Gilbert
Northern District HIV Manager
4112 Chisholm Rd.
PO Box 3569, Florence, AL 35630
Office: (256) 765-7527
Letitia.Gilbert@adph.state.al.us

NORTHEASTERN DISTRICT

VACANT
Northeastern District HIV Manager
3400 McClellan Boulevard, Anniston, AL 36201

WEST CENTRAL DISTRICT

Shakina Wheeler-Cox
West Central District HIV Manager
2350 Hargrove Road East
Tuscaloosa, AL 35405
Office: (205) 554-4526
shakina.wheeler@adph.state.al.us

JEFFERSON COUNTY

Jahilla Craig
Jefferson County HIV Manager
601 West Blvd.
Birmingham, AL 35206
(205) 838-7371
Jahilla.Craig@adph.state.al.us

EAST CENTRAL DISTRICT

Ka'Laun Hambrite
East Central District HIV Manager
3060 Mobile Highway, Montgomery, AL 36108
Office: (334) 293-6476
kalaun.hambrite@adph.state.al.us

SOUTHWESTERN DISTRICT

Kendall Maye
Southwestern District HIV Manager
416 Agriculture Drive
Monroeville, AL 36460
Office: (251) 575-8869
Kendall.Maye@adph.state.al.us

SOUTHEASTERN DISTRICT

Jacqueline Snell
Southeastern District HIV Manager
1781 E Cottonwood Rd, Dothan, AL 36301
Office: (334) 678-5920
Jacqueline.Snell@adph.state.al.us

MOBILE COUNTY

Tameka Dale-Wright
Mobile County HIV Manager
251 N. Bayou St.
Mobile, AL 36651
(205) 690-8850
Tameka.Dale-Wright@adph.state.al.us



Attachment 1
FORM FOR LETTER OF INTENT TO PROPOSE

Fiscal Year 2023-2024
HIV Prevention Proposal
Office of HIV/AIDS Prevention & Control
Alabama Department of Public Health

As owner, president or other responsible employee of this organization with the authority to decide such matters, I can say that it is our intent to submit a proposal in response to this solicitation. I understand that this statement of intent does not bind this organization to submit a proposal.

Date of Letter_____

Signature of Owner or Employee_____

Name of Owner or Employee_____

Telephone Number of Owner or Employee_____

Email Address of Owner or Employee_____

Name and Address of Company or Organization

Attach documentation of non-profit 501(3)(c) status.

Attachment 2
Cover Page

Organization Name

Organization Address
Organization Zip Code + 4
Organization County

Tax ID Number	
DUNS Number	
Applicant Contact Person	
Contact Person's Phone Number	
Contact Person's Email Address	
Signature of Applicant's Organizational Representative authorized to submit Proposal or Sign Contract	
Printed name of Applicant's Organizational Representative authorized to Submit Proposal or Sign Contract	

**Attachment 3
Budget Justification**

Name of Organization -

Method of Selection – Request for Proposal

Period of Performance - 08/01/2024 – 05/31/2025

Scope of Work -

Method of Accountability – Monthly reporting

A. PERSONNEL

Total: \$

PERSONNEL	ANNUAL SALARY	PERCENTAGE OF EFFORT	NUMBER OF MONTHS	AMOUNT REQUESTED
TOTAL PERSONNEL REQUESTED				\$

Title (Health Education Manager)

Describe what Each position does for the grant.

B. FRINGE (for each employee)

Total: \$

FICA @ 7.65% = \$4,499.47

Insurance (health@ \$873.49/month +Dental @ \$34.47/month) = \$10,804.72

Retirement (403B Match @ 2.7%) = \$1,588.05

Workers' Compensation Insurance @1% =\$588.17

C. TRAVEL COSTS

Total: \$

Mileage- HIV Testing events in 5 counties in Alabama (5,000 miles@ .655/mile)

D. SUPPLIES

Total:

E. OTHER COSTS

Total:

F. Indirect costs

Total:

10% calculated on salary and fringe

TOTAL DIRECT AND INDIRECT COSTS

Total: \$

**Attachment 4
Consultant Form**

Name:

Date:

Please submit this form prior to submitting consultant invoices. This form must also be submitted with the monthly invoice submission if **consulting cost** are being billed. Please be sure to fully complete and submit this form to ensure reimbursement. Consultant services must have a relevance to the overall project. This is a Centers for Disease Control and Prevention (CDC) requirement.

Please complete each question.

- I. **Name of the Consultant: Identify the name of the consultant and describe their qualifications.**
- II. **Organization Affiliation: Identify the Organization affiliation of the consultant, if applicable.**
- III. **Nature of Services to Be Rendered: Describe in outcome terms the consultation to be provided including the specific program objectives.**
- IV. **Relevance of Service to the Project: Describe how the consultant services relate to the accomplishment of specific program objectives.**
- V. **Number of Days of Consultation: Specify the total number of days consultation.**
- VI. **Expected Rate of Compensation: Specify the rate of compensation for the consultant (e.g., rate per hour, rate per day). Include a budget showing other costs such as travel, per diem, and supplies. Feel free to attach with this form or note below.**
- VII. **Method of Accountability: Describe how progress and performance of the consultant will be monitored. Identify who is responsible for the supervising the consultant agreement.**

Attachment 5 Work Plan

Ending the HIV Epidemic Work Plan			
Strategy 1: Increase knowledge of status to 95% by ensuring all people with HIV receive a diagnosis as early as possible			
Goal:			
Objective 1:			
Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success
Objective 2:			
Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success

Ending the HIV Epidemic Work Plan

Strategy 1: Increase knowledge of status to 95% by ensuring all people with HIV receive a diagnosis as early as possible

Goal:

Objective 3:

Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success

Objective :

Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success

Ending the HIV Epidemic Work Plan

Strategy 2: 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, and harm reduction.

Goal:

Objective 1:

Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success

Objective 2:

Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success

Ending the HIV Epidemic Work Plan

Strategy 2: 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, and harm reduction.

Goal:

Objective 1:

Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success

Objective 2:

Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success

Ending the HIV Epidemic Work Plan

Strategy 3: 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, and harm reduction.

Goal:

Objective 3:

Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success

Objective 4:

Key Activities/Action Steps	Target Start/End date	Responsible Parties	Metrics/Indicators of Success

**Attachment 6
Assurances**

ADPH HIV PREVENTION SERVICES PROJECTS

ASSURANCES

By signing this, applicant assures that the agency has current non-profit 501c (3) status and is in “Good Standing”.

As a condition of submission, any prospective applicant must agree to adhere to the following conditions by signing below.

Conformance with Statutes: Any contract awarded as a result of this RFP must be in full conformance with the statutory requirements of the State of Alabama and Federal Government.

Supplying Additional Information: The applicant shall agree to supply any additional information requested.

Stability of Budget: Any budget from applicant must be valid for a period of 120 days from the due date of the proposals.

Amending or Canceling Requests: The state reserves the right to amend or cancel this RFP at its discretion, prior to the due date and time, and/or at any point prior to the issuance of the written agreement, if it is in the best interest of the agency and the state.

Rejection Default or Misrepresentation: The state reserves the right to reject the proposal of any applicant which is in default of any prior contract or for misrepresentation.

State's Clerical Errors in Awards: The state reserves the right to correct inaccurate awards resulting from its clerical errors.

Rejection of Proposals: Proposals are subject to rejection in whole or in part if they limit or modify any of the terms/conditions and/or specifications of the RFP.

Applicant Presentation of Supporting Evidence: An applicant, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the RFP.

Changes to Proposals: No additions or changes to the original proposal will be allowed unless specifically requested.

Regulatory Compliance: The applicant is required to be in compliance with any applicable provisions of the Regulations of Alabama State Agencies and with State

Non-discrimination and Affirmative Action laws, rules and regulations. Regulatory Compliance will include but not limited to the following:

- (1) Participate in an evaluation including process and outcome assessments as it is developed and must cooperate with the following statewide requirements at the community and program levels.**
- (2) Work with the evaluation/monitoring team to finalize an evaluation plan that includes:**
 - a statement of goals, objectives and action steps to achieve objectives.**
 - identified survey items.**
 - procedures for collecting process and outcome data.**
 - timetable of activities.**
- (3) Participate in meetings to develop an implementation and evaluation plan.**
- (4) Document and submit the activities, strategies and participant characteristics of the program to HIV Manager in the assigned public health district.**

Signature of Authorized Official

Title

Agency/Organization

Date

Attachment 7

BUSINESS ASSOCIATE AGREEMENT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND

This Agreement is entered into by and between the **Alabama Department of Public Health, ("Covered Entity")**, an agency of the State of Alabama, and

("Business Associate") and is effective as of _____

WHEREAS, Covered Entity and Business Associate have entered into a Contract ("Contract") in which Business Associate has agreed to provide certain services to Covered Entity. In connection with that Contract, Business Associate creates, receives, maintains or transmits Protected Health Information ("PHI") from, to, or on behalf of Covered Entity. This information is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, (the "HITECH Act"), and the associated regulations promulgated by the Secretary ("HIPAA Rules").

WHEREAS, it is desirable, in order to further the continued efficient operations of Covered Entity to disclose to Business Associate certain PHI, and Business Associate has certain responsibilities with respect to that PHI; and

WHEREAS, in light of the foregoing requirements of HIPAA, the HITECH Act, and the HIPAA Rules, Business Associate and Covered Entity agree to be bound by the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. **Definitions.**

- a. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

- a. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- b. **Covered Entity** shall have the meaning given to such term in 45 CFR § 160.103
- c. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. **Permitted Uses and Disclosures.**

a. **Purposes.** Except as otherwise limited in this Agreement, Business Associate may only use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA or applicable state law if done by Covered Entity, or the minimum necessary and related Privacy and Security policies and procedures of Covered Entity. All such uses and disclosures shall be consistent with the minimum necessary requirements of HIPAA. Business Associate is directly liable under HIPAA for the impermissible Use or Disclosure of PHI it handles on behalf of Covered Entity.

b. **De-Identified Data.** Business Associate is not authorized to de-identify PHI or to use or disclose any de-identified PHI of Covered entity except as otherwise provided in the Contract. If de-identification is specified in the Contract, Business Associate shall de-identify the information in accordance with 45 CFR 164.514(a)
- (c).

c. **Use for Administration of Business Associate.** Except as otherwise limited in this Agreement, the Business Associate may use PHI for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate.

d. **Disclosure for Administration of Business Associate.** Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that (i) the disclosure is Required by Law; or (ii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and, (iii) the person agrees to notify the Business Associate and Covered Entity of any instances of which it is aware in which the confidentiality of the information has been breached.

3. **Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.**

a. **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered

Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

- b. **Restriction on Use or Disclosure.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - c. **Revocation of Permission to Use or Disclose.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - a. **Appropriate Safeguards.** Business Associate will use appropriate safeguards as are necessary to prevent the use or disclosure of PHI, except as provided for in this Agreement, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information. Business Associate represents and warrants that Business Associate:
 - i. Has implemented and will continue to maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI as required by the Security Rule; and
 - ii. Will comply with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. With regard to electronic PHI not covered by the Guidance published at 74 FR 19006, Business Associate will protect electronic PHI at rest and in transit through encryption that complies with State of Alabama Information Technology Policy 683-00: Encryption.
 - iii. Shall ensure that any agent or subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the
4. **Permissible Requests by Covered Entity.** Except as set forth in Section 2 of this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.
5. **Obligations of Business Associate.**
- a. **Use and Disclosure.** Business Associate agrees not to use or disclose PHI other than as permitted or required by the Contract or as Required by Law. Business Associate shall comply with the provisions of the Agreement relating to privacy and security of PHI and all present and future provisions of HIPAA that relate to the privacy and security of PHI that are applicable to Covered Entity

and/or Business Associate:

b. **Appropriate Safeguards.** Business Associate will use appropriate safeguards as are necessary to prevent the use or disclosure of PHI, except as provided for in this Agreement, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information. Business Associate represents and warrants that Business Associate:

- i. Has implemented and will continue to maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI as required by the Security Rule; and
- ii. Will comply with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. With regard to electronic PHI not covered by the Guidance published at 74 FR 19006, Business Associate will protect electronic PHI at rest and in transit through encryption that complies with State of Alabama Information Technology Policy 683-00: Encryption.
- iii. Shall ensure that any agent or subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

c. **Breach Notification.** Business Associate shall promptly, and in any event within three (3) business days, report to Covered Entity any of the following:

- i. Any use or disclosure of PHI not permitted by this Business Associate Agreement of which Business Associate becomes aware;
- ii. Any Security Incident of which Business Associate becomes aware; and
- iii. The discovery of a Breach of Unprotected Health Information.

A Breach is discovered as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include (1) the date of discovery;

(2) the data elements involved; (3) the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Security Incident or Breach; (4) where the PHI or confidential data is believed to have been improperly transmitted; (5) the probable cause(s) of the improper use or disclosure; (6) a description of the proposed plan for preventing similar future incidents; and (7) whether any federal or state laws requiring breach notification are triggered.

Any such notice shall be directed to Covered Entity's Privacy Officer.

d. **Investigation.** Business Associate shall reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Business Associate Agreement and/or any Security Incident or Breach.

e. **Mitigation.** Business Associate agrees to mitigate, to the extent practical, any harmful effect that is known to Business Associate or its employees, officers, Subcontractors or agents of a use or disclosure of PHI by Business Associate in violation of this Agreement. Business Associate shall keep Covered Entity fully apprised of all mitigation efforts, and all associated costs shall be borne by the Business Associate. This includes, but is not limited to, costs associated with notifying affected individuals.

f. **Reports and Notices.** Business Associate shall reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual or other authorities required to be made under HIPAA, the HITECH Act, HIPAA Rules, or any other federal or state laws. Any such reports or notices shall be subject to the prior written approval of Covered Entity.

g. **Agents/Subcontractors.** Business Associate agrees to ensure that any agent and/or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees in writing to restrictions and conditions at least as stringent as those that apply to Business Associate pursuant to this Agreement with respect to such PHI. Failure to include such requirement in any subcontract or agreement may result in Covered Entity's termination of the Agreement. If Business Associate becomes aware of a pattern of activity or practice of an agent and/or subcontractor that constitutes a material breach or violation of any such restrictions or conditions, Business Associate shall take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, to terminate the contract or arrangement with such agent and/or subcontractor.

h. **Access to Designated Record Sets.** To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, in the time, format and manner reasonably requested by Covered Entity to PHI in a Designated Record Set to enable Covered Entity to fulfill its obligations under HIPAA. If an Individual makes a request directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

i. **Amendment to Designated Record Sets.** To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to at the request of Covered Entity

or an Individual, and in the time and manner reasonably requested by Covered Entity. If an Individual makes a request to amend PHI directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

j. **Access to Books and Records.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or to the Secretary, for the purpose of the Secretary determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate also agrees to make these records available to Covered Entity, or Covered Entity's contractor, for periodic audit of Business Associate's compliance with the Privacy and Security Rules. Upon Covered Entity's request, the Business Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Business Associate's subcontractors, if any.

k. **Accountings.** Business Associate agrees to document disclosures of PHI and information related to such disclosures that would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. This should include a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- i. the date of disclosure;
- ii. the name of the entity or person who received the PHI, and if known, the address of the entity or person;
- iii. a brief description of the PHI disclosed; and
- iv. a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

l. **Requests for Accountings.** Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner reasonably requested by Covered Entity, information collected in accordance with Section 5.k. of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. If an Individual makes a request for an accounting of disclosures of PHI directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with

Covered Entity and allow Covered Entity to send the response to the Individual. The duty of the Business Associate and its agents and subcontractors to assist Covered Entity with any HIPAA required accounting of disclosures survives the termination of the Contract.

- m. **Privacy Requirements.** To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the covered Entity in the performance of such obligation(s).
- n. **Data Ownership.** The PHI, and any related information created or received from or on behalf of Covered Entity, is and shall remain the property of Covered Entity. Neither Business Associate nor its agents or subcontractors shall hold any data ownership rights with respect to the PHI.
- o. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, workforce or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its officers or employees based upon claimed violations of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, which involves action or inaction by Business Associate, except where Business Associate or its subcontractor, workforce or agent is a named as an adverse party.
- p. **Remuneration for PHI.** Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI without the written authorization of the individual. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act.

6. Term and Termination.

- a. **Term.** This Agreement shall be effective as of the date of the Contract and shall terminate upon termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement. Covered Entity may, at its sole discretion, allow Business Associate a reasonable period of time to cure the material breach before termination.
- c. **Duties at Termination.**
 - i. Upon termination of the Contract for any reason, Business Associate shall return or destroy, at Covered Entity's option, all PHI received from Covered

Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

ii. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI. This shall also apply to all agents and subcontractors of Business Associate.

d. **Judicial or Administrative Proceedings.** Covered Entity may terminate this Agreement, effective immediately, if (1) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations, or other security or privacy laws or (2) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HIPAA Regulations, or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate is a party or has been joined. Business Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

e. **Notices.** Any notices required under this Agreement will be sent in writing via certified mail, return receipt requested and also via electronic mail.

For Business Associate:

For Covered Entity:

Pamela Kendrick,
CHPC Privacy
Officer
Alabama Department of Public
Health
201 Monroe Street
Montgomery, AL 36104
Phone: (334) 206-9324
Fax: (334) 206-5874
pamela.kendrick@adph.state.al.us

- f. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

7. Miscellaneous.

a. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

b. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

c. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

d. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law.

IN WITNESS WHEREOF, the authorized representatives of the parties sign effective the date above.

BUSINESS ASSOCIATE

COVERED ENTITY

Alabama Department of Public Health

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**GRANT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
(PROVIDER NAME – ALL CAPS AND BOLD)**

This Grant entered into by and between the **Alabama Department of Public Health**, hereinafter the “**Department**,” and **(Provider Name – Bold)**, hereinafter “**Sub-Recipient**,” is effective **(Begin Date - Bold)** , or upon approval by the Governor, and terminates **(End Date - Bold)**.

WHEREAS, the purposes of this Grant are to **(Insert GENERAL “Overview” of the purpose of this Grant)**.

WHEREAS, funding for activities performed under this Grant was provided by the Department, **(Bureau or County)** through a cooperative agreement with the **(Federal Grantee)**, being grant number **(Grant Number, Name of Grant)** for budget period **(Budget Period)**. The program was authorized through the following Acts: **(Acts through which the program was authorized)**.

WHEREAS, this Grant is entered into following a request for proposal process.

WHEREAS, Sub-Recipient has submitted a proposal which has been accepted by the Department including a plan or scope of work, which is herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The Department shall:

(1..... Insert specific tasks for the Department to complete use as many bullets/numbers as needed)

(2.....)

(3.....)

The Sub-Recipient shall:

(1..... Insert specific tasks for the Sub-Recipient to complete)

(2.....)

(3.....)

Under no circumstances shall the maximum amount payable under this Grant exceed \$ **(Max Amount do not exceed)** for the Grant period.

FEDERAL DISCLOSURES CLAUSE. The Grant must meet the Federal requirements for pass-through entities in 2 C.F.R. § 200.332 which require the Department to notify Sub-Recipient of the following:

- a. This Grant constitutes a subaward. The identification information required to be provided under the subaward is enumerated in 2 C.F.R. § 200.332(a)(1). Required information includes the following:
- (1) Sub-Recipient's name (which must match the name associated with its unique entity identifier);
(a). Insert response here.
 - (2) Sub-Recipient's unique entity identifier (UEI);
(a). Insert response here.
 - (3) Federal Award Identification Number (FAIN);
(a). Insert response here.
 - (4) Federal Award Date (defined in 2 C.F.R. § 200.1 as the date when the Federal award is signed by the authorized official of the Federal awarding agency) of award to the Department by the Federal agency;
(a). Insert response here.
 - (5) Subaward Period of Performance Start and End Date;
(a). Insert response here.
 - (6) Subaward Budget Period Start and End Date;
(a). Insert response here.
 - (7) Amount of Federal Funds Obligated by this action by the Department to the Sub-Recipient;
(a). Insert response here.
 - (8) Total Amount of Federal Funds Obligated to the Sub-Recipient by the Department including the current financial obligation;
(a). Insert response here.
 - (9) Total Amount of the Federal Award committed to the Sub-Recipient by the Department;
(a). Insert response here.
 - (10) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
(a). Insert response here.
 - (11) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity;
(a). Insert response here.
 - (12) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
(a). Insert response here.
 - (13) Identification of whether the award is research and development;
(a). Insert response here.
 - (14) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 C.F.R. [§ 200.414](#).
(a). Insert response here.
- b. All requirements imposed by the Department on Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations, and terms and conditions of the Federal award, as set forth below:

- (1) Insert specific requirements for Sub-Recipient, using as many bullets/numbers as needed.
- c. Any additional requirements the Department imposes on Sub-Recipient in order for the Department to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, as set forth below:
 - (1)...Insert specific requirements for Sub-Recipient, using as many bullets/numbers as needed.
- d. An approved federally recognized indirect cost rate negotiated between Sub-Recipient and the Federal Government, or, if no such rate exists, either a rate negotiated between the Department and Sub-Recipient (in compliance with 2 C.F.R. Part 200), or a de minimis indirect cost rate, as defined in 2 C.F.R. § 200.414(f), as set forth below:
 - (1)
- e. Sub-Recipient must permit the Department, including the Office of Program Integrity, and auditors access to Sub-Recipient's records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200;
- f. Additional terms and conditions concerning closeout of the subaward, as set forth below:
 - (1)...Insert specific requirements for Sub-Recipient, using as many bullets/numbers as needed.
- g. Sub-Recipient's use of the subaward will be monitored by the Department for compliance with the conditions of the award, Federal law and regulations, and for achievement of performance goals. As part of its compliance monitoring, the Department must:
 - (1) Review financial and performance reports required by the Department;
 - (2) Follow up and ensure that Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the subaward detected through audits, onsite reviews, and other means;
 - (3) Issue a management decision for audit findings pertaining to the subaward, as required by 2 C.F.R. § 200.521;
 - (4) ...Insert any additional monitoring requirements, using as many bullets/numbers as needed. Compliance monitoring may include conduction of onsite visits and requests for documents.
- h. Any additional specific subaward conditions imposed on Sub-Recipient by the Department, as described in 2 C.F.R. § 200.208, and as set forth herein, including, if applicable, the reasons for imposition of such conditions and any actions required by Sub-Recipient for their removal:
 - (1)...Insert specific requirements for Sub-Recipient, using as many bullets/numbers as needed.
- i. Sub-Recipient's failure to comply with the requirements of 2 C.F.R. Part 200 may result in the imposition of additional special conditions by the Department, as provided under 2 C.F.R. § 200.208, or additional remedies for non-compliance, as provided under 2 C.F.R. § 200.339.

- j. Whether the subaward is for research and development. “Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “Development” is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.
- (1)...State whether the subaward is for research and development.

The Department must also notify Sub-Recipient of the requirement to adhere to the Federal property standards in 2 C.F.R. Part 200 for any equipment purchased with subaward funding, including the standards in 2 C.F.R. § 200.313 for the use of all such equipment.

Insert the following clause when equipment will be purchased by Sub-Recipient with subaward funding: EQUIPMENT USE AND PROCUREMENT CLAUSE. The Sub-Recipient shall adhere to the requirements of 2 C.F.R. § 200.313 for the use of all equipment purchased by Sub-Recipient with subaward funding, to include the following:

- a. Use all equipment purchased with subaward funding for the project’s authorized purposes and in accordance with state laws and procedures;
- b. Not encumber or dispose of the property without the written approval of the Department and the Federal awarding agency. Disposition of any equipment will be made in accordance with instructions provided by the Federal awarding agency;
- c. Maintain property records that include a description of the property, a serial number, or other identification number, the source of funding, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project cost, the location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property;
- d. Physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
- e. Adequate safeguards to protect against loss, damage or theft of the property and investigation of any lost, damaged or stolen property;
- f. Develop procedures to ensure program staff forward invoices for equipment purchases of \$500 or more to Sub-Recipient’s employee in charge of maintaining records for equipment inventory tracking;
- g. Recognize that title to materials and supplies, including computing devices, will vest in Sub-Recipient upon acquisition, subject to the requirements of 2 C.F.R. § 200.314 for compensation to the Federal awarding agency for residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program.

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT.
By signing this grant, the parties affirm, for the duration of the grant, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found

to be in violation of this provision shall be deemed in breach of the grant and shall be responsible for all damages resulting therefrom.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act (“PPACA”) regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states’ Medicaid programs.

Pursuant to that provision, if the Sub-Recipient is entering into this agreement for a federal health care program, Sub-Recipient agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

CLOSEOUT CLAUSE. Sub-Recipient acknowledges that all invoices or other demands for payment must be received by the Department by (Invoice Closeout Date). Invoices or demands for payment received after that date cannot be paid and are forfeited.

ANTI-DISCRIMINATION CLAUSE. Sub-Recipient will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. Sub-Recipient shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

(Insert the following clause when the total amount of Grant is \$15,000 and greater:

ANTI-BOYCOTT CLAUSE. Sub-Recipient represents that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. Additionally, in compliance with Ala. Act No. 2023-409, by signing this Grant, Sub-Recipient provides written verification that Sub-Recipient, without violating controlling law or regulation, does not and will not, during the term of the Grant engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.)

GOVERNOR’S PRORATION CLAUSE. It is agreed that the Department may terminate this Grant by providing thirty (30) days written notice to Sub-Recipient should the Governor of Alabama declare proration of the fund from which payment under this

Grant is to be made. This termination for cause is supplemental to other rights the Department may have under this Grant or otherwise to terminate this Grant.

TERMINATION CLAUSE. This Grant may be terminated by either party providing a thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Grant may be amended only by mutual agreement in writing, signed by Department and Sub-Recipient, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Sub-Recipient agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Grant which in any manner affect performance under this Grant. Sub-Recipient agrees to perform services consistent with customary standard of practice and ethics in the profession.

WHISTLEBLOWER PROTECTION CLAUSE. Pursuant to 41 U.S.C. § 4712, an employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. The statute defines whistleblowing as making a disclosure that the employee reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant.

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has responsibility to investigate, discover or address misconduct.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Grant shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Grant contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Grant that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Grant is intended to be severable. If any term or provision of this Grant is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Grant.

HEADINGS CLAUSE. Headings in this Grant are for convenient reference only and shall not be used to interpret or construe the provisions of this Grant.

DO NOT WORK CLAUSE. Sub-Recipient acknowledges and understands that this Grant is not effective until it has received all requisite State government approvals and Sub-Recipient shall not begin performing work under this Grant until notified to do so by the Department. Sub-Recipient is entitled to no compensation for work performed prior to the effective date of this Grant.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Grant, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Grant may be canceled immediately upon notice of such cancellation being given in writing to the Sub-Recipient. Notwithstanding such cancellation, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Grant notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Grant may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Sub-Recipient. Notwithstanding such reduction, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article X1, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Grant, be enacted, then that conflicting provision in the Grant shall be deemed null and void. The Sub-Recipient's sole remedy for the settlement of any and all disputes arising under the terms of this Grant shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

DISPUTES. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute.

Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

MERIT SYSTEM CLAUSE. Sub-Recipient shall not be entitled to receive any benefits under this Grant that merit system employees receive by virtue of their status or employment, nor may Sub-Recipient nor any of its officers, agents, servants or employees be employed as a merit system employee during the term of this Grant. Any such employment automatically voids this Grant.

HOLD HARMLESS CLAUSE. Sub-Recipient hereby indemnifies and holds harmless the State of Alabama and the Department and their officers, agents, servants, and employees from any and all claims arising out of acts or omissions committed by the Sub-Recipient or any Subcontractor, agent, servant, or employee of Sub-Recipient while in performance hereunder.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant the Sub-Recipient certifies that it will comply with the requirements of the Act.

The Sub-Recipient further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Sub-Recipients shall certify accordingly.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Grantee or Sub-Recipient herein.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact

the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RECORD RETENTION. The Sub-Recipient is aware that it must retain all records pertinent to expenditure incurred under this Grant for a period of three (3) years after the termination of all activities funded under this Grant. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for its record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

AUDIT REQUIREMENTS. A non-Federal Sub-Recipient that expends \$750,000 in federal awards or more during the Sub-Recipient's fiscal year must have a single audit conducted in accordance with the Uniform Administrative Requirements, 2 CFR Part 200, Subpart F.

Use the following clause when the Federal Grant comes from CDC. If the Federal funding comes from an agency other than CDC or the FAPIIS clause in the Notice of Award includes disclosures in addition to those provided below, contact ADPH Legal for further instruction before proceeding.

REQUIRED DISCLOSURES FOR FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS). Consistent with 45 C.F.R. 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Name, Grants Management Specialist
Centers for Disease Control and Prevention
Address

Email: _____ (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. 75.371. Remedies for noncompliance include suspension or debarment (See 2 C.F.R. parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 C.F.R. 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 C.F.R. 75.373(b)).

INTERPRETATION CLAUSE. Where there is an apparent conflict among the Grant documents which cannot be resolved by interpretation, this document controls.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Sub-Recipient:
(Provider Name)

Alabama Department of Public Health
This Grant has been reviewed as to content

Signed: _____
(Owner or Authorized Representative)

Signed: _____
(Bureau Director/District Administrator)

Date: _____

Date: _____

Address:
(Company Address)
(Second Address Line)
(City, State, Zip)

APPROVED:
Alabama Department of Public Health

Telephone: (Telephone Number)
Fax: (Fax Number)

Signed: _____
Scott Harris, M.D., M.P.H.
State Health Officer

*Sub-Recipient please type or print your
email address:* (Email Address)

Date: _____

Social Security or FEIN:
(SS or FEIN Number)

Unique Entity Identifier (UEI)
Number:

APPROVED: State of Alabama

Signed: _____
Kay Ivey, Governor

Date: _____