

ALABAMA DEPARTMENT OF PUBLIC HEALTH (ADPH)
OFFICE OF HIV PREVENTION AND CARE (OHPC)

REQUEST FOR PROPOSALS (RFP)
FOR
ENDING THE HIV EPIDEMIC IN THE U.S.- RYAN WHITE
HIV/AIDS PROGRAM PARTS A AND B

RELEASE DATE:
JANUARY 14, 2026

OVERVIEW AND PURPOSE

The State of Alabama continues to experience an HIV epidemic of significant magnitude in comparison to other states. Alabama has many individuals who have been diagnosed with human immunodeficiency virus (HIV) that are not receiving treatment. There is an estimated 15.7 percent of people living with HIV in Alabama unaware of their infection and so, are not receiving care. Knowledge of HIV status and receipt of timely care can help to prevent HIV transmission and improve health outcomes.

In 2019, the U.S. Department of Health and Human Services announced the *Ending the HIV Epidemic: A Plan for America*, a plan to end the HIV epidemic in the United States by 2030. The goal is to reduce new HIV infections in the United States by 75 percent within 5 years, and by at least 90 percent within 10 years. The initiative focuses on four key strategies to end the HIV epidemic:

1. **Diagnose** all people with HIV as early as possible.
2. **Treat** people with HIV rapidly and effectively to reach sustained viral suppression.
3. **Prevent** new HIV transmissions by using proven interventions, including pre-exposure prophylaxis (PrEP) and syringe services programs (SSPs).
4. **Respond** quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them.

The Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS and Health Center programs has a leading role in the strategies to end the HIV epidemic. The Alabama Department of Public Health (ADPH), Office of HIV Prevention and Care (OHPC) has been awarded funding for the "*Ending the HIV Epidemic in the U.S. -Ryan White HIV/AIDS Program Parts A and B*" by HRSA to continue the efforts to end the HIV epidemic by 2030 by reducing new HIV infections in the United States.

Through the Ryan White HIV/AIDS Program (RWHAP) Ending the HIV Epidemic (EHE) funding, ADPH will continue to implement strategies, interventions, approaches, EHE Initiative Services, and core medical and support services to reduce HIV infection in Alabama. This will be achieved by expanding and refining access and retention in care, broadening treatment adherence efforts and access to antiretroviral therapy (ART) to help clients reach viral suppression all in support of Pillar Two- treat people with HIV (PWH) rapidly and effectively to reach sustained viral suppression. Activities will also support Pillar Four- respond quickly to potential HIV outbreaks to get needed prevention and treatment to services to people who need them.

The Alabama Department of Public Health, OHPC, EHE Program seeks to accelerate these activities and efforts to reduce new HIV infections within the state of Alabama. The priority at-risk populations to be served includes men who have sexual contact with men, especially black and Latino; African American cisgender women; young people aged 13 to 34; and people who inject drugs (PWID).

This request for proposal (RFP) release is to recruit public or private non-profit organizations, government agencies, non-governmental public or private organizations, AIDS Service Organizations (ASOs), federally qualified health centers (FQHCs) and community-based organizations (CBOs) to implement strategies and activities unique to their catchment area. Strategies should focus on linking previously or newly diagnosed PWH to

care, treatment, and support services, and retaining them in care leading to achieving and maintaining undetectable viral loads. Proposals should also seek to expand services by increasing outreach, partnerships, and workforce expansion. All EHE programs must be in Alabama.

ELIGIBLE APPLICANTS

Eligible applicants are all public governmental and/or private organizations which can demonstrate current non-profit 501c3 status and that can provide assurance of ability to access priority populations and who: 1) are legally authorized to conduct business within the state of Alabama; 2) are in a position to operate on a cost reimbursement basis; 3) become an Alabama registered vendor prior to billing for services through the State of Alabama Accounting and Resource System (STAARS) at vendors.alabama.gov; and 4) meet the terms and conditions of the RFP. Individuals not operating within an established organization, agency, business, or other entity are not eligible to apply for this grant opportunity.

Proposals will be accepted from applicant agencies with staff, including an AIDS Drug Assistance Program (ADAP) Case Manager, Peer Navigator and/or Linkage Specialist with experience working with Ryan White HIV/AIDS Program (RWHAP) for treating and responding to HIV outbreaks in collaboration with OHPC.

FUNDING AVAILABLE

The EHE Program funding comes from the *Ending the HIV Epidemic in the U.S. Ryan White HIV/AIDS Program Parts A and B* administered through HRSA-23-063, HIV/AIDS Bureau. All payments are on a reimbursement basis pending satisfactory completion of work and approval of submitted invoices and supporting documentation.

Only one award per organization/clinic is allowed. Applicants should only apply for amounts that are realistic and necessary to complete program activities annually for the duration of the five-year funding cycle, March 1, 2025 – February 28, 2030, the award amount is up to \$227,704 per year for ASOs, CBOs, or FQHCs for the award period of March 1, 2026-February 28, 2030.

The four continuation years will be awarded to the same grantees, one year at a time, on a non-competitive basis, if the treatment and response services are still required, funding is available, and the sub-recipient has performed satisfactorily in the previous period. Progress reports and annual program plans must be submitted and are subject to approval for funding renewal. **NOTE: ADPH reserves the right to negotiate continuation awards based on project plans, performance, and/or recommended program reviews.**

PROJECT DESCRIPTION

The *Ending the HIV Epidemic in the U.S.- Ryan White HIV/AIDS Program Parts A and B* funding opportunity HRSA-25-063 was awarded to ADPH, OHPC to implement a comprehensive, person-centered approach to HIV care that focuses on the needs, preferences, and priorities of PWH. Alabama has been actively working to address the HIV epidemic through various programs, initiatives, and community resources. This project will focus on areas and priority populations that are most affected by HIV align resources to better match

the geographic burden of HIV infections and improve data collection and dissemination for public health prevention and treatment programs. The EHE Program continues to align programming and services with the 2022-2025 National HIV/AIDS Strategy (NHAS), Alabama EHE Plan, and the Alabama Integrated HIV Prevention and Care Plan.

The goals of this project are to provide collaborative mechanisms to identify and address the most significant HIV needs of PWH, allocate resources effectively and appropriately to the greatest HIV burden communities and people at high risk for transmission, maximize integration of prevention and treatment services, and address health disparities. Integration with RWHAP Part B is essential in maximizing services and efficiencies and is key to improving viral suppression. EHE Initiative Services will augment the RWHAP Part B system of HIV care and treatment.

The OHPC seeks to award sub-recipients that will address the goals of the EHE Initiative Services. Activities must focus on both the Treat and Respond Pillars of the EHE Initiative. The goals of the RFP should address new and existing HIV infection, support community engagement, address health fairness, implementation of holistic approaches to HIV treatment and by extent, prevention by providing rapid linkage to care to include pre-exposure prophylaxis (PrEP), and retention in care to achieve sustained viral suppression. This should be achieved through the following activities:

- Reducing HIV stigma
- Assist with outbreaks and clusters per ADPH request.
- Reengaging PWH not in care.
- Linking PWH to care and ART within 7 days.
- Addressing social determinants of health (SDOH) to improve retention in care and viral suppression.
- Building strong community networks to support PWH through community engagement.

Proposals should address as many strategies and activities as appropriate to providing holistic and comprehensive care. Proposals must focus on at least (but not limited to) two of the priority populations residing in the state of Alabama:

- Men who have sexual contact with men, especially Black and Latino
- Cisgender women, especially those identifying as African American
- Young people aged 13 to 34
- People who inject drugs (PWID).

The following service categories are allowable uses of the HRSA RWHAP funds. A detailed description of allowable services can be found using the following link to Policy Clarification Notice 16-02 (PCN 16-02), https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf. Activities included in the proposed work plan should be reflective of the allowable service categories to assist PWH in an effort to increase the goal of viral suppression and medical adherence and response to cluster and outbreak activities.

- Early Intervention Services (EIS)

- Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals
- Home and Community-Based Health Services
- Home Health Care
- Hospice Services
- Medical Case Management, including Treatment Adherence Services
- Medical Nutrition Therapy
- Mental Health Services
- Oral Health Care
- Outpatient/Ambulatory Health Services
- Substance Abuse Outpatient Care
- Child Care Services
- Emergency Financial Assistance
- Food Bank/Home Delivered Meals
- Health Education/Risk Reduction
- Housing
- Legal Services
- Linguistic Services
- Medical Transportation
- Non-Medical Case Management Services
- Other Professional Services
- Outreach Services
- Permanency Planning
- Psychosocial Support Services
- Rehabilitation Services
- Respite Care
- Substance Abuse Services (residential)

SCOPE OF WORK OR REQUIRED ACTIVITIES

I. SCOPE OF WORK

Proposed projects under this RFP must focus on service categories to any person with HIV (PWH) living within the State of Alabama. Applicants must provide recommended strategies in the Treat and Respond pillars.

See Attachment 6-1 and 6-2.

Program should be developed with a community engagement framework and identified five guiding principles for our community engagement efforts: Intentional, Committed, Sustainable, Flexible and Tailored, and Transformational.

(<https://www.hrsa.gov/ending-hiv-epidemic>)

Applicants should address as many strategies as appropriate in terms of providing comprehensive care. Each application **must** focus on at least (but not limited to) two of these priority populations residing in the state of Alabama:

- African American cisgender women

- Men who have sexual contact with men, especially African American and Latino
- Young people aged 13-34
- People who inject drugs (PWID)

Activities should fall within the scope of Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds Policy Clarification Notice (PCN) #16-02 but **must** also include allowable innovative activities and programs that further the objectives of the Treat and Respond pillars.

II. REQUIRED ACTIVITIES

- Implement program, practice, or policy efforts that fit within EHE strategies with focus on treatment services for PWH.
- Participation in a post grantee award and evaluation orientation.
- Participation in state level meetings and educational trainings.
- Project presentations with collaborative partners and nontraditional HIV community-based service providers.
- Project presentations at local community network and state Alabama Department of Public Health Prevention and Care Group (APCG) meetings.
- If providing HIV tests, utilize the HIV counseling and testing form (i.e., serology form) and upload data into the HIV/AIDS Data Information System (HADIS).
- Submit invoices and monthly reports by the 10th of each month with each invoice including a letter of transmittal on contractor letterhead, service expenditure report in the specified format, and back-up data (e.g., receipts, payroll records, certifications) supporting each expense for which reimbursement is requested.
 - Invoices will be processed promptly and paid in accordance with OHPC grant guidance, state and federal rules and regulation if services are deemed to be satisfactory and there are no grant clause non-compliance issues.
 - By October 10 of each year, the grantee will have submitted invoices for all expenses incurred in the previous state fiscal year (October 1 – September 30) where reimbursement is requested.
- Submit monthly activity reports by the 10th of each month, detailing activities that meet stated goals and data gained from reported activities.
- Each agency must comply with federal regulations that require agencies to meet the requirement of the Office of Management and Business (OMB) Circular A- 133, Audits of State and Local Government and Non-Profit organizations, revised June 30, 1997, which rescinded OMB Circular A-128, “Audits of State and Local Governments.” Agencies must also make all

records, financial statements, and independent audit reports available to ADPH.

- Each agency must participate in provided technical assistance (TA) trainings in available forms (in-person or virtual) that develop knowledge and skills relevant to improving service and grant management.

CONTRACT 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) is included as Attachment A. If awarded, the offeror agrees to meet all State of Alabama required clauses in the contract and BAA, if required.

BUDGET

For questions or assistance with budgetary matters, please call Christina Mooney at 334-206-2094. All payments are on a reimbursement basis pending satisfactory completion of work and approval of submitted invoices and supporting documentation.

Proposals must include a detailed project budget, using the template in Attachment 5. A budget narrative section providing supportive description and justification for each line item should follow the budget. All program expenses are on a reimbursable basis, according to state and federal rules and regulations. Reference should be made to https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf to help determine appropriate expenditure.

The funds **may** be used for:

- Salary, fringe benefits, and health insurance for program staff.
- Educational materials (e.g., videos, pamphlets, informational items).
- Supplies or operational expenses (e.g., paper, stamps, ink cartridges, pens).
- Travel at the current state mileage rate of no more than \$.70 per mile.

The funds **may not** be used for:

- Cash payments to recipients.
- Matching other funds.
- Purchasing any food items.
- Capital improvements.
- Professional liability insurance.
- Purchasing equipment over \$499.99 without prior approval from ADPH.
- Clinical research.
- Construction.

- Pre-Exposure Prophylaxis (PrEP) or Post-Exposure Prophylaxis (PEP).
- Supplanting funds for any other state funds or federal awards.
- Costs already supported with Health Center Program funding.
- Facility or land purchases; installing trailers or modular units.
- Vehicle purchases.
- Electronic Health Records that are not the Office of the National Coordinator for Health Information Technology certified.
- Minor alterations and renovations; new construction.
- Prohibited syringe service program costs.

The following forms are required to be included in the proposal:

1. EHE: A Plan for America Personnel Form (**Attachment 7**)
This form must be completed by each applicant agency with staff that will be paid with EHE funding. Report the functional title (i.e., ADAP Caseworker) for any existing and proposed positions. Report the annual salary, the percentage of time devoted to the project, and the total dollar amount required for each position listed. The fringe benefits section refers to services provided by the applicant agency to employees as compensation in addition to regular salaries and wages.
These services include, but are not limited to, the applicant agency's contributions for social security, retirement, health and/or accident insurance, and workman's compensation insurance. Fringe benefits can be actual costs paid or an estimated percentage rate for each employee assigned to the project. If using an estimated rate, it must be based on the applicant agency's customary rate and supported by documentation.
2. EHE: A Plan for American Budget Summary Table (**Attachment 8**)
Applicant agencies must complete this table indicating the total funding from all sources that will support the proposed project.
 - A. Personnel
Personnel costs are actual salaries and wages for staff positions which provide direct programming and administrative support services (including clerical) to the project. The distribution of salaries and wages must be supported by personnel activity reports (i.e., time sheets, payroll sheets). These reports must be maintained for all staff (professional and non-professional) whose compensation is charged, in part or in whole, to the project's grant award. A related document, the weekly Employee Activity Sheet (**Attachment 9**), must meet the following standards:
 1. Must reflect an after-the-fact distribution of the actual activity of each project staff member.
 2. Must account for the total activity for which one/more project staff is compensated.
 3. Must include the employee's rate of pay.
 4. Must be prepared monthly and include expenses for entire month.
 5. Must be signed by each project staff member and a supervisor

having first-hand knowledge of the work performed.

NOTE: The bulk of personnel cost should be in direct programming.

NOTE: Budget estimates or other distribution percentages before the services are performed do not qualify as support for charges to this grant award.

B. Fringe Benefits

Fringe benefits are allowances and services provided by the applicant agency to one or more project staff member as compensation in addition to regular salary and wages. These include, but are not limited to, cost of leave and project staff members' insurance, pensions, and unemployment benefit plans.

1. Leave Benefits

The cost of fringe benefits in the form of regular compensation paid to project staff during periods of authorized absences from the job, such as annual leave (vacation time), sick leave, and holidays. These costs are allowable if established by written leave policies with the costs equitably allocated to all activities.

2. Other Benefits

Benefits that are allowable, if established policies, include cost of fringe benefits in the form of project staff employer contributions for social security, employee health, life, unemployment, and worker's compensation insurance.

C. Travel

Travel costs are to be used solely for project staff members who will be paid with grant funding.

1. General Information

Travel costs are allowable expenses for transportation, lodging, subsistence, and related items incurred by project staff traveling on official project business. Such costs are charged on a per diem and/or mileage basis.

NOTE: Projected travel expenses for volunteers, trainees, and clients should be placed in the budget category of *Other* and explained in detail in the budget justification. Projected travel expenses for sub-contractors providing client services (project-related abstinence education or services) should be budgeted under the budget category of *Contractual* and explained in detail in the budget justification.

2. Lodging and Subsistence

Costs incurred by project staff for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by state government policy. Current state rates follow are as follows:

A. Mileage Rate

The current state mileage rate is \$0.725/mile effective January 1, 2026.

B. Per Diem Rates

Per ADPH's in-state travel policy, per diem rates are as follows: \$12.75 if away from base 6 – 12 hours, \$34.00 if the trip exceeds 12 hours away from base for which an overnight stay is not required, \$85 for travel requiring one overnight stay, and \$100 per day for travel requiring a stay of two or more nights.

3. Itemization and Required Meetings

A. Itemization

B. Travel should be itemized, including travel for state specified conferences or workshops. Automobile mileage from base (the agency's location) should be indicated by the number of miles and local reimbursement rate per mile.

C. Required Meetings

D. Administrative Meetings

Projects should budget travel expenses, to include mileage and per diem, for project staff to attend EHE meetings in Montgomery (dates to be determined) during FY 2026.

E. Equipment

The applicant agency should budget for equipment necessary to carry out the goals and objectives of the project.

NOTE: Fax machines, cameras, video recorders and players, overhead and slide projectors, televisions, computers, tablets, and printers, etc., will require prior approval regardless of cost. These exceptions must still be approved for purchase as equipment. Each piece of equipment, dollar amount, and project- specific reason for purchase must be listed on the Equipment List Form (**Attachment 10**).

F. Supplies

The applicant agency should budget for materials and supplies necessary to carry out the goals and objectives of the project. Purchases should be charged at the actual price after deducting all cash discounts, rebates, and allowances received. This includes, but is not limited to curricula, books, periodicals, pamphlets, promotional items, and office supplies, plus any equipment with a purchase price (including freight) of less than \$500 per

item, which is purchased from grant funds. (Please see the note under Equipment for exceptions). If requesting funds to purchase promotional and incentive items, the applicant agency must describe the items they wish to purchase and how they will be distributed (i.e., at the end of program completion) in the budget narrative. Food items are not to be purchased with EHE funds.

G. Contractual

Contractual costs include the cost of professionals and non-professionals who are members of a particular profession, or possess a special skill, but are not employed by the approved agency.

NOTE: Travel by contractual staff should be included in this category if they will be delivering client services (project-related abstinence education services). For project related EHE services provided by contractual staff, please list the name and position of each contractor, rate of pay, total cost, and the purpose.

H. Other

Other includes all direct cost items not identified and explained in the previous categories. Some of the major expenditures that should be reported in this category are as follows:

- Space and equipment rental.
- Utilities and telephone expenses.
- Data processing services.
- Printing and reproduction expenses.
- Postage and shipping.
- Contract clerical.
- Equipment repairs or service maintenance agreements.
- Memberships.
- Advertising.
- Registration fees.
- Travel expenses for volunteers, trainees, and clients.
- Training costs, speakers' fees, and stipends.

I. Indirect Costs

If the applicant agency does not have a federally negotiated indirect cost rate agreement, ADPH will allow a rate of 15 percent if the applicant agency has never had a federally negotiated indirect cost agreement. For a sub-grantee to charge ADPH indirect cost, they must provide us a copy of the federally negotiated indirect cost rate agreement.

J. Budget Narrative

Seek consultation with state technical advisors before purchasing incentives and arranging retreat services. Templates for budget

narrative/justification are provided in Attachments 5-1 and 5-2. Please see Section 9, under XV, Proposal Requirements, for further instructions related to the budget.

PROPOSAL FORMAT

An electronic version of the proposal must be received by 5:00p.m., CDST, February 13, 2026. No extensions will be given. Follow this format in presenting the proposal:

- 1-inch margins.
- 12-point Times New Roman font.
- Typed and double-spaced (except for application cover page, organizational chart, work plan, and budget).
- Table of Contents
- The work plan must be submitted using the work plan template Attachments 6-1 and 6-2.
- Two budgets which must be submitted using the budget template Attachments 5-1 and 5-2.

Section 1: Application Cover Page (Attachment 1) and Required Forms

- Identify the applicant organization, name, address, and county.
- Identify the applicant contact person, phone number, and email address.
- Include the name and signature of applicant's organizational representative authorized to submit a proposal or sign a contract.
- Federal Employer Tax Identification Number, Unique Entity Identifier, and zip code + 4.
- Required Forms:
 - Assurances to be Included in Proposal (Attachment 2).
 - ADPH HIV Prevention and Care Services Projects (Attachment 3).
 - Assurance Statement (Attachment 4).
 - Form W-9.
 - Indirect Cost Letter (if charging indirect costs).
 - Risk Assessment Tool

Section 2: Background/Statement of Need (5-page limit, 5 points)

- Describe the problem of HIV in the focus area: include data on HIV, limitations of data, and social norms that prevent treatment of and response to new and existing HIV diagnoses within an area.
- Describe the strengths and assets of the applicant organization, community, and stakeholders which are relevant to addressing ending the epidemic.
- Describe the population that the proposed project will prioritize and serve, and why the agency is qualified to reach that population.
- Describe the priority community including location, population, and other relevant demographic information.

Section 3: Description of Organization/Organizational Capacity (3-page limit, 10 points)

- Provide a description of the appropriateness of the agency/organization for the EHE Program. 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.
- This project primarily funds the position of ADAP Case worker, Peer Navigator and/or Linkage Specialist. Provide examples of how the organization will support this position as an integral member of the staff, and how others in the organization can demonstrate their commitment to a shift towards EHE:
 - Explain how the agency can reasonably meet the demands of the project activities.
 - Discuss how the ADAP Case worker, Peer Navigator and/or Linkage Specialist's supervisor(s) will be involved in this project.

Section 4: Description of HIV in the Community (4-page limit, 10 points)

As HIV impacts all sectors of the community, it is necessary to engage the community in prevention efforts. Provide evidence that the agency/organization is a recognized leader of HIV services for treatment and response activities in the community.

Evidence may include, but is not limited to, the following:

- Current or recent evidence of agency being a public spokesperson for HIV treatment services and response activities.
- Current evidence of leadership in influencing local policies and practices for HIV treatment and response.
- Successful collaboration with other agencies for HIV. Provide specific examples of collaboration activities related to HIV (i.e., participation on a community task force focusing on HIV, Memorandum of Understanding [MOU] with other CBOs).
- Culturally relevant provision of services to people with HIV or high-risk populations.

Describe how the applicant plans to respond to potential disclosures of HIV by participants during proposed prevention activities:

- This may include referring the participant to direct service staff at the agency or another agency, if the participant has fallen out of care or wants to be linked to additional services.

Section 5: Project Implementation (6-page limit, 25 points)

Describe how the applicant organization plans to implement the following activities:

- Proposed projects under this RFP must focus on at least one service

category. See Attachment 6-1. Applicants should address as many strategies under selected pillars as appropriate in terms of providing comprehensive care.

- Each application **must** focus on at least two of these priority populations residing in the state of Alabama:
 - African American Cisgender women
 - Men who have sexual contact with men, especially African American and Latino
 - Young people aged 13-34
 - Persons Who Inject Drugs (PWID)
- Please describe the following:
 - The population(s) and number of participants the project will serve with each sub-strategy.
 - How and why the population was selected.
 - Why it is important to treat new and previously diagnosed PWH and respond to HIV clusters.
 - What risk factors will be addressed by implementing each strategy.
 - What protective factors will be addressed by implementing each strategy.
 - Why each strategy is likely to succeed.
 - What success would look like at the end of this grant period. This is often referred to as outcomes, or the changes expected to happen because of strategy implementation. What “benchmarks” will indicate whether the program is on track to succeed at 6 months, 1 year, 2 years and at 3 years.
- Describe in detail how the applicant organization plans to complete the following additional **required** activities:
 - Participate in the local HIV Prevention Network Group (HPNG).
 - Participate and present at the quarterly Alabama Prevention and Care Group (APCG).
 - Participate in the Ending the HIV Alabama planning group.

Section 6: Community Support (2-page limit, 10 points)

- Provide 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 treatment and response activities, and/or the applicant agency.
- Describe the linkages with groups and agencies that will take part in the project and the mechanisms of communication/collaboration.

Section 7: Work Plan (use provided template, 15 points)

Use Attachments 6-1 and 6-2 to develop a project workplan that incorporates the selected sub-strategies and proposed grant activities. Please note that special attention will be given to organizations that initiate innovative activities or

projects, and/or target populations within the scope of the EHE plan. It is important to look beyond what has been done in the past. Keep in mind the following when developing goals and objectives:

- Goals should be simple and concise. They should indicate who will be affected and what changes will result from the activity.
- Objectives 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 SMART: Incorporate the following acronym in each objective:
 - Specific (What is going to be done and for whom?).
 - Measurable (What is expected to occur or change?).
 - Attainable/Achievable (Can the objective be accomplished by the proposed time frame?).
 - Realistic (Are the resources available to achieve the objective?).
 - Time Bound (When will the objective be accomplished?).

Section 8: Measures of Effectiveness (2-page limit, 10 points)

- 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.
- Describe how evaluation results will be used to improve, change, or guide program activities.

Section 9: Budget (use provided budget templates, Attachments 5-1 and 5-2, 15 points)

3. In a brief narrative explain how funds will be used.

4. Using the budget template:

- Provide a proposed budget for the period, March 1, 2026 - February 28, 2027, using the template in Attachments 5-1. The budget must include calculations used to arrive at each line-item amount:
 - The budget must be prepared for no more than the funding ceiling outlined in section V.
- Provide separate proposed annual budgets for the period March 1, 2027 - February 28, 2030, using the template in Attachments 5-2. The budget must include calculations used to arrive at each line-item amount:

The budget must be prepared for no more than the funding ceiling outlined in Section V.
- List all personnel who 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. Proposals must include the annual salary for the EHE Coordinator, Peer Navigator and/or Linkage Specialist.

- Applicants may also request funding to pay the supervisor's salary.
 - Note: Personnel cannot be on multiple grants at 100 percent.
- Include the costs of fringe benefits for each position. Please include calculations for each item in the justification box provided on the template.
- All travel expenses must be consistent with the currently approved state and federal rates for mileage and per diem. Applicants may request reimbursement amounts that are lower than the state rate.
 - Include travel costs for program staff to attend the monthly HPNG in catchment area and quarterly APCG in Montgomery.
 - Include any proposed travel that is clearly linked to performing duties associated with the HRSA EHE Program.
- Detail each estimated cost for supplies, such as:
 - **Office supplies** – Funds used for general office supplies for this project. Supplies include copy paper, file folders and related items.
 - **Educational Materials** – Funds used for brochures, pamphlets, posters, and other materials for implementation of targeted efforts.
 - **Resource Materials** – Funds used for resource materials to implement activities related to the project objectives.
- Detail any in-kind contributions that will be made to the project by the applicant organization or other sources. Describe the contribution and its dollar value (i.e., donation of time, volunteers, materials, office space, staff time and/or other services which contribute to the goal of the project without incurring costs).
- 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.
- Indirect Cost – 15 percent is the allowable indirect cost for this grant. If you do not have documentation from a federal agency of your federally negotiated indirect rate, you may use the 15 percent de minimis rate allowed by regulation or choose not to budget for indirect costs. You may still budget for specific administrative costs if you do not budget for indirect costs.

PROPOSAL SUBMISSION

Completed proposals **must be received** by the Office of HIV Prevention and Care on or before Friday, February 13, 2026, 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 and the Risk Assessment should be emailed to AL_HIV_RFP@adph.state.al.us by Wednesday, January 21, 2026. (See Attachment 1 and 11)

Evaluation of proposals will be conducted from February 16, 2026, until February 20, 2026. If additional information or discussions are needed with any respondents during this two-week window, the respondent(s) will be notified.

The decision for the selected proposals will be made no later than February 25, 2026. **Award will go to the proposal that conforms to the solicitation and is most advantageous to the state, taking into consideration for price and evaluation factors.**

Proposal Q & A Conference Call: This is a conference call conducted by the OHPC staff to explain the technical and legal requirements of the RFP. There is some general information from the RFP regarding who to contact with questions and how, and when proposals can be submitted but the most important part is the response to questions posed by the prospective organizations/clinics. The major precaution about the pre-proposal conference call is that the RFP is not changed at that point. Within three days of the call, a prepared Q & A sheet inclusive of any RFP changes will be posted on the ADPH-OHPC website.

Site Visits: Site visits are conducted with proposers if the place of performance is critical to the success of the proposal. The acquisition activity thereby is given general impressions of the suitability of the proposer's place of business or other site for accomplishing the proposed activity. Negotiations include any discussion of the proposals with individual offerors for substantive change including reduction of cost. The purpose of negotiations is to reach a "meeting of the minds" with each proposer. Site visits and negotiations can be conducted together or separately. If negotiations are conducted with any proposer, they must be conducted with all offerors in the competitive range (proposals that have a reasonable chance of getting an award). After negotiations, each proposer is provided the opportunity to

submit a revised proposal, including cost that will include any changes made based on the negotiations. This step can be omitted if the proposer does not have any negotiations.

Post Award Conference Calls: These are conducted with each successful offeror (individual and/or group) to discuss the way the grants will be administered. Points of contact with telephone numbers and email addresses, invoicing procedures, reporting, evaluation, and other administrative matters are discussed. These conference calls are held immediately before or after the start of performance by the grantees.

INSPECTION AND ACCEPTANCE

- All services provided under the terms and conditions of this grant are subject to inspection and acceptance by OHPC, ADPH.
- The time and location of inspection visits will normally be coordinated between ADPH and the grantee at least one week in advance of the inspection visit.
- Inspection visits will be documented in inspection reports to be published not later than thirty days after each inspection visit. Inspection findings documented in each report will be diligently worked by the grantee to the satisfaction of the health department.
- Post-award, the Office will utilize a comprehensive prevention evaluation tool to monitor funded HIV prevention activities. The tool will incorporate individualized components that will be used to monitor and assess program interventions, and ensure quality assurance for measuring process, outcome, and impact indicators. Project monitoring will occur at random in four separate phases:
 - Submission of comprehensive summary reports specifically outlining program activities occurring throughout the quarter, data resources used to evaluate project interventions, community collaborations, internal/external trainings attended, number of persons participating in project interventions, and barriers to accomplishing the proposed objectives during the specified quarter.
 - At least one site visit/audit will be held annually to include but not limited to the following:
 - A review of documentation and materials used for program interventions.
 - Total number of persons, targeted audience served quarterly and yearly.
 - Total number of capacity building activities received, attended and/or conducted.
 - Total number of collaborations with other community partners.
 - Total number and frequency of activities.
 - Discussion of project strengths and barriers.
 - Documentation of community collaborations to support Memoranda of Agreement.
 - Identification of noncompliance areas.

- Suggestions for project enhancement and improvement.
- Upcoming meetings and events (local and state level).
- Program evaluation and monitoring.
- Next site visit date.
- Observation Visits: One to two visits annually will be made to monitor and observe project activities (e.g., group level interventions, theme based, support and/or educational, community forums/programs, staff in-services, professional development trainings, continuing education workshops).
- Monthly reporting with project staff throughout the duration of the funding cycle. Report monitoring will include but not limited to the following:
 - Written documentation of program intervention progress using OHPC format and submission schedule.
 - Scheduled Project Update at the Alabama Prevention and Care Group (APCG) meeting in Montgomery and the local HIV Prevention Network Group (HPNG).

Noncompliance with the monitoring requirements is subject to withholding of monthly payments. Issuance of payments will be awarded based on acceptable and approved services provided, and submission of all required supporting documentation.

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/ Statement of Need	5 points
• Description of Organization/ Organizational Capacity	10 points
• Description of HIV in the Community	10 points
• Project Implementation	25 points
• Community Clinical support	10 points
• Work Plan	15 points
• Measure of Effectiveness	10 points
• Budget	15 points
Total Possible Score	100 points

Award will go to the proposal that conforms to the solicitation and is the most advantageous to the state, taking into consideration price and evaluation factors.

IMPORTANT DATES

Release RFP.....January 14, 2026
Letter of Intent Due..... January 21, 2026
Proposals Due..... February 13, 2026
Program OrientationTBA
Funding Cycle..... March 1, 2026-February 28,
2030

CONTACT INFORMATION AND TECHNICAL ASSISTANCE

For additional questions or information regarding technical assistance, please contact Valerie Lockett, Valerie.lockett@adph.state.al.us

**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)** 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, and Name of Grant), for budget period (Budget Period).

The program was authorized through the following Acts: (Acts through which the program was authorized).

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 \$ (Maximum Amount shall 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 \$10,000 in total aggregate value upon termination or completion of the project or program.

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.

NON-APPROPRIATION AND GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Grant by providing a thirty (30) day 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.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Grant shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Grant. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the Sub-Recipient shall have the option, in addition to the other remedies of the Grant, of renegotiating the Grant to extend or change payment terms or amounts, or terminating the Grant. In all circumstances, it is agreed that the terms and commitments of this Grant shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

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 XI, 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.

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 and 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 \$1,000,000 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)).

HIPAA CLAUSE. This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations, and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA") and 2 CFR 200.303. References to this clause are to the Code of Federal Regulations, hereinafter "CFR."

The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and to take reasonable cybersecurity and other measures to safeguard information, including protected personally identifiable information (PII). This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with

applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality. The definitions set forth in the Privacy Rule are incorporated by reference into this Grant (45 C.F.R. §§ 160.103 and 164.501). The Parties likewise agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.

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#)

Unique Entity Identifier (UEI)
Number:

**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 purpose of Grant).

WHEREAS, funding for activities performed under this Grant was provided by the Department, (Bureau or County Name) 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 \$10,000 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. In compliance with Act 2016-312, the Sub-Recipient hereby certifies 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 41-16-160, Code of Alabama 1975.)

NON-APPROPRIATION AND GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Grant by providing a thirty (30) day 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.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Grant shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Grant. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the Sub-Recipient shall have the option, in addition to the other remedies of the Grant, of renegotiating the Grant to extend or change payment terms or amounts, or terminating the Grant. In all circumstances, it is agreed that the terms and commitments of this Grant shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

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 XI, 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 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 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 \$1,000,000 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)).

HIPAA CLAUSE. This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations, and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA") and 2 CFR 200.303. References to this clause are to the Code of Federal Regulations, hereinafter "CFR."

The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and to take reasonable cybersecurity and other measures to safeguard information, including protected personally identifiable information (PII). This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality. The definitions set forth in the Privacy Rule are incorporated by reference into this Grant (45 C.F.R. §§ 160.103 and 164.501). The Parties likewise

agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.

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 #)
Fax: (Fax #)

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: _____

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.

b. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.

c. **Covered Entity** shall have the meaning given to such term in 45 CFR § 160.103

d. **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.

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

By: _____

Printed Name: _____

Title: _____

COVERED ENTITY

Alabama Department of Public Health

By: _____

Printed Name: _____

Title: _____

Attachment 1

Organization Name

Organization Address

Organization Zip Code + 4

Organization County

Tax ID Number	
UEI 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 2

Assurance of Compliance

with the

**"Requirements of AIDS-related written materials, pictorials,
audiovisuals, survey instruments, questionnaires, and educational sessions in
ADPH HIV/AIDS Prevention and Control Assistance Programs"**

By having a representative sign and submit this form, _____
(Contractor) agrees to comply with the specifications set forth in this document.

All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, proposed group educational sessions, educational curricula and like materials will be submitted to the HIV Prevention and Care Group, Public Information Committee. The panel shall be composed of no less than five persons representing a reasonable cross-section of the general population, but which is not drawn predominately from the intended audience.

Guided by Section 311(c) of the Public Health Service Act (42 U.S.C. code § 243 (c)), Section 311 (c) and title XXVI of the Public Health Act and subject to the conditions specified in HRSA HAB Notice of Funding Opportunity HRSA-20-078, the Program Review Panel will review and approve all applicable materials prior to their distribution and use in any activities funded in any part with HRSA assistance funds.

Signature: _____

Name: _____

(Please print)

Position with agency: _____

Date: _____

Attachment 3

The State of Alabama

ADPH HIV PREVENTION AND CARE

SERVICES PROJECTS

PROJECT TITLE: _____

APPLICANT NAME: _____

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 because of this RFP must be in full conformance with the statutory requirements of the State of Alabama and Federal Government.

Ownership of Proposals: All proposals in response to this RFP are to be the sole property of the state and subject to the provisions of Code of Alabama (re: freedom of information).

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.

Oral Agreements: Any alleged oral agreement or arrangement made by an applicant with any agency or employee will be superseded by the written agreement.

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.

Subcontracting: In a multi-contractor situation, the state requires a single point of responsibility and accountability.

Regulatory Compliance: The applicant is required to follow any applicable provisions of the Regulations of Alabama State Agencies and with State Non-discrimination and Affirmative Action laws, rules and regulations.

Participation in the Evaluation: The applicant is required to work with the Alabama Department of Public Health and evaluators selected by the State to comply with the requirements of the statewide evaluation. The requirements include, but are not limited to, the following:

- Participate in a rigorous evaluation including process and outcome assessments as it is developed and must cooperate with the following statewide requirements at the community and program levels.
- 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.
- Participate in meetings to develop an implementation and evaluation plan.
- Document and submit the activities, strategies and participant characteristics of the program.
- Assure that collaborators, supporters and project staff will be available to be surveyed or interviewed, as necessary, to ascertain progress and evaluate issues regarding program implementation and outcomes.
- Interview or survey project participants before and after program interventions to monitor program outcomes.

Signature of Authorized Official

Title

Agency/Organization

Date

Attachment 4

ASSURANCE STATEMENT

Alabama Department of Public Health

Office of HIV Prevention & Care

All HIV prevention programs affiliated with the Alabama Department of Public Health are abstinence-based regardless of targeted population. Abstinence from behaviors which put one at risk for exposure to HIV (such as sexual activity or sharing needles) are stressed as the most accepted protection. Abstinence from sexual activity is emphasized as the best way to avoid transmission of the virus for both infected and uninfected individuals. For those individuals who cannot practice abstinence, barrier protection is presented as a method of reducing risk of transmission for those individuals who are sexually active.

Contract Agency Assurance:

_____ (Contractor) agrees to conduct all prevention programs in conformance with this policy statement. I understand that if programs are observed to be noncompliant, funding will be withdrawn.

_____	_____	_____	_____
Authorized Signature	Date	Authorized Signature	Date
Alabama Department of Public Health		Contractor	

Contractor/Grantee Name
ADPH Grant Name
Date Range of Agreement
PROJECT BUDGET

Salary:

Item 1:

Item 2:

Total Salary	\$	-
Justification of Salary:		

Fringe:

Item 1:

Item 2:

Total Fringe	\$	-
Justification of Fringe:		

Consultant Costs:

Item 1:

Item 2:

Total Consultant Costs	\$	-
Justification of Consultant:		

Travel Costs:

Item 1:

Item 2:

Total Travel Costs	\$	-
Justification of Travel:		

Equipment Costs:

Item 1:

Item 2:

Total Equipment Costs	\$	-
Justification of Equipment:		

Supplies:

Item 1:

Item 2:

Total Supplies	\$	-
Justification of Supplies:		

Other Costs:

Item 1:

Item 2:

Total Other Costs	\$	-
Justification of Other Costs:		

Total of Direct Costs	\$	-
-----------------------	----	---

Total Indirect Costs (calculated on Salary only)	0%	\$	-
---	----	----	---

**** OR ****

Total Indirect Costs (calculated on Salary and Fringe)	0%	\$	-
NOTE: Only use one type of % Calc		\$	-

Justification of Indirect:	Must attach a federally negotiated indirect cost rate agreement to the budget, if one exists. If one does not exist, the entity can use 15% but must submit a letter acknowledging the rate. If a rate lower than the federally negotiated rate is used, submit the agreement and a letter waiving the agreed upon rate.
----------------------------	--

Total of Direct and Indirect Costs:	\$	-
Total Amount of Funds Requested from this Program:	\$	-

Justification if Different:	If the total direct and indirect cost is different from the requested amount, please provide a justification.
-----------------------------	---

Instructions for completing the Work Plan Template

Pillar - Ending the HIV Epidemic Initiative (EHE) recipients should focus on strategies, activities, and initiatives to support Treatment (Pillar 2) and Response (Pillar 4). This section is prepopulated and should not be modified unless activities respond to both Pillars (if so; annotate in parenthesis).

Goal - Concisely state your goal.

Example: Increase organizational capacity by filling vacancies that support Ending the HIV Epidemic activities.

Strategy - State the tactic/methods utilized to accomplish your goals.

Example: Managers appropriate funding and collaborate with HR to complete the hiring process.

Objective - Program objectives are what you plan to achieve by the end of your effort; an objective should be written so that it can be evaluated at the conclusion of an activity to see whether it was achieved. It should be a SMART objective (specific, measurable, achievable, realistic, and timely).

Example: End of Q2 all vacant positions for the program will be filled.

Key Activities/Action Steps - List the specific tasks you will complete to achieve your objective. Keep this list short, preferably 3 to 5 main tasks.

Example: Conduct interviews for the following positions to support the program (1-Program Coordinator, 2-Peer Navigators).

Target Start/End Date - State when the activity will begin and end with any other deadlines or important milestone timelines.

Example: 4/25/2021 – 5/30/2021 or Q1 – Q2

Responsible Parties - Detail each team member's roles and responsibilities on the activity. The more specific you are, the better you will avoid confusion during the project.

Example: Program Director, Program Manager, HR Team

Metrics/Indicators - Specific, observable and measurable characteristic that can be used to show changes or progress a program is making toward achieving a specific outcome

Example: All interviews complete and candidates have received offers.

Note: Template can be modified at the user's discretion by adding/deleting rows or columns accordingly.

To add a row above the cell, select the row, right-click, select Insert, then select Insert Rows Above. To add a row below the cell, follow the same steps, except for the final step select Insert Rows Below. Tip: To insert more than one row (or column) at the same time, select as many rows or columns as you want to add before you right-click to access the formatting options.

Attachment 6-1

Ending the HIV Epidemic Initiative Work Plan – 03/01/2026 – 02/28/2027				
Pillar Two: <u>Treat</u> people living with HIV rapidly and effectively to reach sustained viral suppression.				
Goal:				
Strategy 1:				
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	
Strategy 2:				
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	

Pillar Four: Respond quickly to potential HIV outbreaks to get needed prevention and treatment to services people who need them.					
<i>(Note: Pillar Four is led by CDC to rapidly detect HIV clusters and networks with support from the HRSA RWHAP to provide HIV care and treatment, as applicable.)</i>					
Goal:					
Strategy 1:					
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		
Strategy 2:					
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	

ATTACHMENT 7

EHE: A Plan for America Personnel Form
(Staff paid with EHE: A Plan for America funds)

Name and Title of Employee	Annual Salary Rate	% Time	Total Amount Required
			\$
Fringe Benefits %			\$
Sub-Total			
TOTAL			\$

Agency/Organization Name: _____ FY Grant Period: _____

Project Name _____
Ending the HIV Epidemic Program
Employee Activity Sheet

Employee Signature: _____

Supervisor Signature: _____

Date: _____

Date: _____

ATTACHMENT 10

EHE: A Plan for America Equipment List Form

Amount Requested in Budget for Equipment: _____			
Itemize, describe, and justify list below. Equipment is defined as any item with an acquisition cost of \$500 or more per unit. This may include fax machines, cameras, video recorders/players, televisions, computers, printers and overhead projectors.			
ITEM	AMOUNT PER ITEM	TOTAL PER ITEM	PURPOSE
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	

Agency/Organization Name: _____ FY Grant Period: _____

AGENCY RISK ASSESSMENT

Subrecipient Name:		
Agreements and Contracts Information		
Who at the agency ensures all policies are followed and that transactions are legitimate?		
Name of the person who has authority to ensure all policies are followed and that transactions are legitimate		
Title of the person who has authority to ensure all policies are followed and that transactions are legitimate		
Who at the agency has the legal authority to review and sign contracts?		
Name of the person who has authority to review and sign contracts		
Title of the person who has authority to review and sign contracts		
Use "X" to mark responses		
Does the agency require documentation for management to override internal controls to authorize a transaction?	Yes	
	No	
Please explain your process for management override of controls.		
Is the agency familiar with operating or managing state and/or federal funds (has done so within the past 5 years)?	Yes	
	No	
If no, please explain.		
Program Risk Information		
Is the agency aware of requirements for sub-recipient monitoring in 2 CFR 200?	Yes	
	No	
If no, please explain.		
Does the agency have written Human Resources (HR) policies and procedures in place? If so, please attach.	Yes	
	No	
Is this program familiar to the agency (managed for 3 years or longer)?	Yes	
	No	
Is the program's staffing or agency's organizational structure stable? (no high staff turnover or major agency reorganization)	Yes	
	No	
Are the staff assigned to the program experienced with the program (worked with the	Yes	

AGENCY RISK ASSESSMENT

program for at least 2 funding cycles)?	No	
Use "X" to mark responses		
Does the agency have an experienced Executive Director and/or an experienced Financial Officer (with the agency for at least 2 years)?	Yes	
	No	
Does the agency have a HR policy that identifies what a conflict of interest is to the agency?	Yes	
	No	
If Yes, please attach a copy of the policy. If No, please explain.		
For the last five years, has the agency been free of any lawsuit(s) filed against them?	Yes	
	No	
If no, please explain.		
Has your agency's work practices been sufficient for local, city, state, or federal officials/departments (agency has not been cited or penalized)?	Yes	
	No	
If no, please explain.		
Is the agency's staff comprised of employees who have not been jailed, convicted of a felony, or are not currently under criminal investigation?	Yes	
	No	
If no, please explain.		
Is the agency currently NOT suspended or debarred? (If there are any findings on Sam.gov, federal funds cannot be expended to the sub-grantee.)	Yes	
	No	
Was the agency free of any previous suspensions or debarments?	Yes	
	No	
If no, please explain.		
Does the agency intend to complete this award without assistance from any partners/associates/sub-awardees?	Yes	
	No	
If no, please explain.		

AGENCY RISK ASSESSMENT

Financial Information

Use "X" to mark responses

Is the agency a prime recipient of any federal funds?	Yes	
	No	

Does the agency receive \geq 25% in non-Federal funding?	> 50%	
	25% - 50%	
	< 25%	

If funded, what percentage of your total agency budget would this funding make up?	< 25%	
	25% - 50%	
	> 50%	

Non-Profits Only: The agency does NOT host (participate in) fundraising activities.	Yes	
	No	
	N/A	

If no, please explain.

Does the agency have policies for obtaining financial authorizations?	Yes	
	No	

If yes, please explain.

Does the agency have written accounting policies and procedures in place? If so, please attach.	Yes	
	No	

Does the agency have a financial management system in place to track and record the program expenditures? (ex: QuickBooks, Peachtree, or Custom Proprietary System)	Yes	
	No	

Does the accounting system identify the receipts and expenditures of program funds separately for each award?	Yes	
	No	

Does the agency have loans to help meet its cash needs?	\$0	
	\leq \$50,000	
	> \$50,000	

If > \$0, please explain.

AGENCY RISK ASSESSMENT

Use "X" to mark responses

Is the agency on time/up to date paying their obligations?	Yes	
	No	

In the past three years, has the agency been free of any citations (via email or letter) by any funder(s) for delinquent program reports or invoices?	Yes	
	No	
If no, please explain.		

In the past 3 years, has the agency spent all grant funds by the end of a grant year?	Yes	
	No	
If no, please explain.		

Audit Information		
Has it been less than one year since the agency received a single audit? (If required) Per 2 CFR 200.501, as of 10/1/2024, a non-federal agency that expends \$1,000,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year (\$750,000 per fiscal year before 10/1/2024).	Yes	
	No	
	N/A	
If no, please explain.		

Was the agency's audit report free of any audit findings?	Yes or N/A	
	No, 1 - 4	
	No, 5+	
If no, please explain.		

If there were audit findings, were corrective actions implemented by the agency as a result?	Yes	
	No	
	N/A	
Please explain both yes and no answers.		

Form Completed by:

AGENCY RISK ASSESSMENT

Name (please print)		Title	
Signature		Date	

**STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE**

INSTRUCTIONS: In order to receive payment by the State of Alabama, a correct tax identification number, name and address must be on our files. Please complete and return this form as soon as possible to:

ALABAMA DEPARTMENT OF PUBLIC HEALTH
P. O. BOX 303017, MONTGOMERY, AL 36130-3017

PART 1 – TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS

Identification Number _ _ _ _ _

Check One: ___ Federal Employer Identification Number (FEIN)
 ___ Social Security Number (SSN)

Name: _____

Address: _____

PART 2 – Circle the designation that identifies your type of trade or business.

- 1 – CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION. (A corporation formed under the laws of any state within the U.S.)
- 2 - NOT FOR PROFIT CORPORATION (Section 501 (c)(3))
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE OR TRUST
- 4 - SOLE PROPRIETORSHIP OR SELF-EMPLOYED (I.D. number must be SSN)
- 5 - NONCORPORATE RENTAL AGENT
- 6 – GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
- 7 - FOREIGN CORPORATION OR FOREIGN NATIONAL OR OTHER FOREIGN ENTITY.

NOTE: Failure to complete and return this form may subject you to backup withholding in the amount of 20% of future payments pursuant to Section 3406, Internal Revenue Code.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS REQUEST AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

SIGNATURE

DATE

(____) _____
TELEPHONE

TITLE

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES.