

RYAN WHITE PART A SERVICES REQUEST FOR PROPOSAL



FY 2025

Core Services	Support Services
AIDS Drug Assistance Program- (ADAP)	Emergency Financial Assistance- (EFA)
Medical Case Management- (MCM)	Food Bank/Home Delivered Meals- (FBHDM)
Medical Nutrition Therapy- (MNT)	Housing- (HOUS)
Oral Health Care-(OHC)	Linguistic Services- (LS)
	Medical Transportation- (MT)
	Non-Medical Case Management- (NMCM)
	Other Professional Services Legal- (OPS)
	Psychosocial Support Services- (PSS)

Minority AIDS Initiative (MAI) Services
Emergency Financial Assistance- (EFA)
Medical Case Management- (MCM)
Non-Medical Case Management- (NMCM)
Psychosocial Support Services- (PSS)
Other Professional Services Legal- (OPS)

Ryan White Part A Services
Boston Public Health Commission
1010 Massachusetts Avenue, 2nd Floor Boston,
MA 02118

Section II: Application

RFP Documents can also be found by visiting:
<https://www.boston.gov/bid-listings>

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	• Budget(s)	• Federal Certifications Form
	• Budget Justification Narrative(s)	• Annual Operating Budget
	• Annual Scope of Work	• Optional: Data Importing Request Form
	• CQM Plan	
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	• Most Recent Single Audit/Independent Audit	
	• Collaborative Relationship Chart	
	• Collaborative Letters of Agreement	
	• Ryan White Program Assurances Form	

I. INSTRUCTIONS FOR PREPARING AND SUBMITTING THE FY 2025 PROPOSAL

GENERAL PREPARATION INSTRUCTIONS

- One (1) proposal must be submitted for each service category. For multiple service categories, one proposal must be submitted with additional sections for each service category.
- Applications must be in English.
- Use standard black type, such as Times New Roman.
- The text and table portions of the application must be submitted in 12-point font. Charts, graphs, footnotes and budget tables should be no less than 10-point font.
- Top, bottom, left, and right margins may not be less than one inch each.
- Text should be either 1½- or double-spaced.
- Number all pages of the application consecutively, beginning with the Abstract.
- Include the name of the agency and service category on the top of each page of the proposal.
- Do not include photos, pamphlets, folded or over-sized documents.
- The proposal narrative should not exceed 25 pages. Attachments, tables, and budget are not included in this page limit.
- Suggested page lengths for Sections B-H are included in additional sections. These limits may be adjusted as long as the total length for Sections B-H does not exceed 25 pages.
- For Section H and the corresponding service-specific questions, a maximum page limit of 10 pages is available for one proposed service. If applying for multiple service categories, 5 additional pages may be added to this section.
Agencies should submit their application to the Boston Public Health Commission's Procurement Office at rfr@bphc.org and cc ryanwhiteservices@bphc.org. Acceptable format is PDF only for all attachments and narrative. **Please ensure that the subject line is: *Attn: Ryan White Request for Proposal.***
- The organization of the proposal must be consistent with the order of the Proposal Checklist (page 5).

SUBMISSION INSTRUCTIONS

- The deadline for submitting the Fiscal Year (FY) 2025 Part A HIV Client Services proposal is:

FRIDAY, December 13, 2024; 5:00 PM

THERE WILL BE NO EXCEPTIONS TO THE FRIDAY, DECEMBER 13, 2024 5:00 PM DEADLINE!

Proposals will be time-stamped in order to ensure proper receipt. The responsibility for submitting a response to this proposal to the Boston Public Health Commission on or before the stated time and date will rest solely and strictly with the applicant.

II. PROPOSAL CHECKLIST

The proposal, tables, and attachments must be submitted in the following order. **Complete and attach this checklist as a cover page to confirm that all required submission items are included.**

PROPOSAL

- _____ A. Cover Page
- _____ B. Abstract
- _____ C. Organization Description
- _____ D. Staffing Description
- _____ E. Target Population
- _____ F. Program Data, Outcomes, & Evaluation
- _____ G. Agency/Program Specific Procedures
- _____ H. Service Description
- _____ I. Annual Scope of Work
- _____ J. Cost Effectiveness & Budget Justification

TABLES *(Tables do not count towards proposal page limit.)*

- _____ Table 1. Organization Diversity Table – Board and Staff
- _____ Table 2. Organization Diversity Table – Current Clients
- _____ Table 3. HIV and Related Funding & Contracts
- _____ Table 4. Program Linkages
- _____ Table 5. Annual Scope of Work with CQM Plan

PROGRAM ATTACHMENTS *(Attachments do not count towards proposal page limit.)*

- _____ Attachment 1: Organizational Chart(s)
- _____ Attachment 2: Mission Statement
- _____ Attachment 3: Board of Directors list
- _____ Attachment 4: Job Descriptions (for positions supported by proposed budget)
- _____ Attachment 5: Agency Licensure and/or Certifications (if applicable)
- _____ Attachment 6: Budget(s)
- _____ Attachment 7: Budget justification narrative(s)
- _____ Attachment 8: Verification of 501(c) (3) status
- _____ Attachment 9: Current Single Audit or Independent Audit
- _____ Attachment 10: Collaborative Relationship Chart (if applicable)
- _____ Attachment 11: Collaborative Letters of Agreement (if applicable)

LEGAL AND FINANCIAL ATTACHMENTS *(Attachments do not count towards proposal page limit.)*

- _____ Attachment 12: Ryan White Program Assurances
- _____ Attachment 13: Available Appropriation Form
- _____ Attachment 14: Federal Assurances - Non-Construction Programs
- _____ Attachment 15: Federal Certifications Form
- _____ Attachment 16: Annual Operating Budget

OPTIONAL SUBMISSION: Data Importing Request Form

Failure to submit any of the documents above may result in disqualification from the review process.

Signature of individual authorized to sign contracts:

Name (Print): _____

Signature: _____ Date: _____

A. COVERPAGE

FY 2025 RYAN WHITE PART A PROPOSAL

Legal name of applicant organization:	
Address:	
Telephone:	
Fax:	
E-mail Address:	
FIN#	
UEI#	
Executive Director:	

Service(s) proposed	RW Amount requested	RW MAI Amount requested
<i>AIDS Drug Assistance</i>	\$	
<i>Medical Case Management</i>	\$	\$
<i>Medical Nutrition Therapy</i>	\$	
<i>Oral Health Care</i>	\$	
<i>Emergency Financial Assistance</i>	\$	\$
<i>Food Bank / Home-Delivered Meals</i>	\$	
<i>Housing</i>	\$	
<i>Linguistics</i>	\$	
<i>Medical Transportation</i>	\$	
<i>Non-Medical Case Management</i>	\$	\$
<i>Other Professional Services (Legal)</i>	\$	\$
<i>Psychosocial Support Services</i>	\$	\$
Total	\$	\$

If submitted as a Collaborative Proposal, list the name(s) of collaborating agency or agencies:	

Submission of the proposal and signature below indicate the intention of the applicant to comply with the goals, guidelines, and other elements of the HIV Health Services Request for Proposals.

Name and Title of individual authorized to sign contracts:

Authorized signature: _____ **Date:** _____

Program/reporting contact: _____ **Fiscal contact:** _____

B. ABSTRACT

Page limit: 1 page

Provide a one (1) page summary of the proposal. This summary should include the following:

- Description of the proposed core and/or support service(s) to be offered, including how clients will be linked to the Part A continuum of care, and how clients will be supported in accessing and remaining in treatment, and attaining improved health outcomes including maintaining viral suppression.
- A general statement of how funds will be used per service category in application.
- The population (and subpopulations) to be served, including data.
- The applicant's experience providing this or similar services.

C. ORGANIZATION DESCRIPTIONTotal Possible Points: **5**

Suggested page length: 4 pages, not including tables and attachments.

1. Describe the organization and its mission. Describe how the proposed program will link with the mission and programs described in the agency's mission statement. Attach an organizational chart that shows the location of the proposed program within the agency and the organization's most recent mission statement.

- Organization chart is attached.
 Most recent mission statement is attached.

2. Describe the demographic profile of the current client base of the agency. If there is currently an HIV-specific program, describe the number of active clients and the demographics of these clients.

- Organization diversity table for Current Clients is attached.

For MAI Services: Summarize your agency's experience in serving the identified MAI population(s). If the agency does not currently serve the identified population, explain any related experience that would demonstrate the agency's competency in delivering the services.

3. Describe the demographic makeup of the organization, including the Board, administrative, and professional staff.

- Organization diversity table for Board and Staff is attached.
 Board of directors list is attached.

4. Provide an overview of HIV-related funding sources the agency has received in Fiscal Years 2022, 2023, and 2024, including Part A, other Ryan White Parts, and other federal, state/local, and general operating/private funds. Include a description of how long the agency has received this support and overall increases or decreases in funding that have impacted the agency, programs, or services. Provide any plans to secure additional funding to support the agency's HIV-related services.

- HIV and Related Funding & Contracts table is attached.

For collaborative proposals only:

5. Please describe the relationship between collaborating agencies, specifying the lead agency for funding and reporting purposes.

- Collaborative relationship chart is attached.
 Collaborative letters of agreement are attached.

D. STAFFING DESCRIPTION

Total Possible Points: 10

Suggested page length: 2 pages, not including attachments.

1. Explain how the agency will ensure that each staff member related to the proposed program is qualified and adequately trained to perform job function(s). Please describe staff members' experience in serving PLWH. Please identify all staff members and/or positions that are new to the proposed model. Describe how the agency provides sustainable practices to minimize turnover.
2. Describe the agency's administrative supervision policy including how this supervision is provided at the agency. Please specify roles, responsibilities, and frequency.
3. Describe how the agency ensures that all staff receive ongoing training in HIV-specific issues. If you are currently funded, please provide a summary of available training and plans for the upcoming fiscal year. If you are bidding for the first time, please provide the agency's plan for providing to program-funded staff during FY 2025.
4. Describe during periods of transition/turnover how client services are maintained, and workloads are distributed in this scenario.

For all Medical Case Management and Non-Medical Case Management Services:

5. Describe the agency's clinical supervision policy and explain how clinical supervision is or will be provided, including who provides it, how often, and in what settings.
6. Describe the process for determining caseload assignment and prioritization based on clients' acute needs, such as medical, financial, psychosocial, etc.

For MAI Medical Case Management and/or MAI Psychosocial Support Services:

7. Describe how your agency will ensure that staff recruitment and training are culturally responsive to identified MAI population(s) needs?

E. SERVICE POPULATION

Total Possible Points: 10

Suggested page length: 2 pages.

1. Describe the geographic service area for this proposal.
2. Identify and describe the population(s) intended to receive the program's services. Include specific demographic information such as age, gender identity, sexual orientation, transmission category, race, ethnicity, and primary language. Project the number of unique individuals within each demographic category that will be served by the program for each service. If applicable, describe how the program's service population differs from the Boston EMA's epidemiological and service profiles (included in Appendices B1 and B2 in Section I of this RFP).

For MAI Services: Identify the MAI population(s) your agency intends to serve (Refer to MAI section in RFP Section I for more information). How will your agency conduct outreach to the identified MAI population(s)?

Service population table is completed and attached for each service proposed.

3. Describe the unmet needs of the service population. Discuss this population's barriers to accessing and maintaining access to HIV-specific and general medical care and other health-related support services. Challenges described may relate, but are not limited to, the issues of homelessness, immigration, gender identity, adolescent sexuality identity, mental health issues, and substance abuse. Describe how the proposed program is aligned with the National HIV/AIDS Strategy (NHAS) goals (see Section I. IV.) and how services will help PLWH address barriers to achieve and maintain viral suppression.

For MAI Services: Describe the specific barriers to care for the MAI population your agency intends to serve. How will your agency address these barriers to engage clients and ensure that they remain in engaged in care?

4. Describe how the proposed service will be delivered with cultural and linguistic competence to the service population(s).

For MAI Services: How will services differ for the identified MAI population in comparison to services delivered to Ryan White Part A clients at your agency? How will services be culturally responsive?

F. PROGRAM DATA, OUTCOMES, & EVALUATION

Total Possible Points: 10

Suggested page length: 2 pages

1. Describe your program's strategic plan for HIV Quality Management and Improvement, if any. If the program has no HIV Quality Management and Improvement plan, describe how the program will create and implement one. Please feel free to reference the CQM TA provided by BPHC as part of the overall training strategy.
2. Describe staff roles and responsibilities regarding activities that focus on improving client health outcomes. Describe how staff activities support the HIV care continuum.
3. Describe the program's strategic plan to evaluate clients' access to adequate care and the program's delivery of services. Provide details on the frequency and methods of the evaluation. Describe current and future activities the program will take to make improvements in these areas, including targeting underserved or hard-to-reach populations.
4. Describe how the program will analyze client satisfaction, demographic, utilization, and outcomes data and apply it to quality improvement activities. Describe how the program monitors data quality across services. Describe how the program will share results with internal and external stakeholders.

G. AGENCY/PROGRAM SPECIFIC PROCEDURESTotal Possible Points: **5**

Suggested page length: 3 pages.

See *Section I Appendix D: HRSA and BPHC Policies and Procedures* to help answer the following questions.

1. Describe how the program will ensure that Ryan White Part A funds will be utilized as the payer of last resort. Describe how the agency plans to track clients by funding stream (including other parts of Ryan White) and to report units of service that are specific to Part A funding.
2. Outline the policy and procedures that the agency has in place to ensure that clients' annual eligibility for Part A funds is determined and verified in accordance with BPHC guidelines. Provide details for the following client status certifications:
 - HIV-positive diagnosis (collected once at intake)
 - Residency in the Boston EMA
 - Insurance verification
 - Income at or below 500% of the Federal Poverty Level (FPL)
3. Describe policies and procedures to ensure security and confidentiality of client information and records, including storage and handling of client records, electronic data systems, and transmission of any client-identifying information internally and externally.
4. Describe the programs' process for defining and determining client activity, inactivity, and discharge status. Describe efforts to improve client engagement and re-engagement, including outreach in the community.
5. Describe the policies and procedures that the agency employs or will employ to ensure client files will contain, at a minimum, the required items for compliance per service category.
6. Describe the program or agency consumer grievance procedures that clients served through this program will use to resolve grievances.

H. SERVICE DESCRIPTION**Total Possible Points: 50**

Page limit: 10 pages, not including tables and attachments.

Experience:

1. Describe your agency's experience in providing the proposed service(s) to people living with HIV. If your agency does not currently provide the proposed service(s) to your intended population(s), please describe any related experiences that would demonstrate your agency's competency in delivering the proposed service(s).
2. Describe how the proposed program(s) will complement the mission and programs described in your organization profile (*see Section C: Organization Description*).

Service Delivery: Reference the "Description of Funded Services" from Section I of this RFP to answer the following questions.

3. Describe the proposed service including how the service will fill a current gap and why Ryan White funds are needed for the proposed service.
4. If you were previously funded and are bidding for new services, please describe how the new services will supplement the service delivery model at the agency and how measures are in place to ensure that the service can be successfully implemented once funded.
5. Describe each service element of the proposed program based on the selected care delivery system. If your agency has previously been funded for any service category under Part A, explain any changes in your model and provide a brief explanation as to why your model has changed (e.g., changes due to compliance findings, client satisfaction surveys, etc.). Please describe how these changes will benefit your service population for FY 2025.
6. Describe how the Service Standards are integrated into the way your agency provides service(s). Please provide examples of how the program will meet the standards of care.
7. Describe the setting(s) where the proposed program will deliver services. If the program is located in multiple locations, describe how each will be coordinated effectively to meet clients' service needs. Describe how team members will be trained to provide services in the community, including home visits (if applicable).

Client Recruitment, Referral, & Linkages: Refer to the "Description of Funded Services" from Section I of this RFP to answer the following questions.

8. Describe the process for recruitment of the target population for the proposed service. Describe any referral sources and outreach efforts to those not in medical care. Be specific when explaining how the program intends to reach the service population(s).
9. Describe how the program will support PLWHA in achieving and maintaining viral suppression. For agencies that do not provide primary care, how will clients be supported in their efforts to access and maintain ongoing primary health care services and health insurance?
10. Describe how the proposed service(s) will be linked to **internal** services and programs within the agency.

11. Describe how the program will be linked to **external** agencies within the HIV continuum of care, how it will ensure coordination of care for clients, ensure all clients are familiar with available RW services, and how it will avoid duplication of services. Describe the referral and follow-up process.

Program linkages table is attached.

I. ANNUAL SCOPE OF WORK

Total Possible Points: 5

The Work Plan (Table 7) is not included in the proposal page limit.

In this section, you will complete a work plan for each proposed service (**Table 5**). This work plan is intended to help you map out how your program will deliver the proposed service(s), along with identifying specific and measurable objectives that can be tracked and evaluated throughout the fiscal year. To meet the overall service mission, we have asked that your goals and objectives address the following topics: staffing and training, client recruitment, and overall delivery of care. Please refer to the terms below for guidance in filling out **Table 5**. The goals outlined should be independent of the requirements listed in the Service Standards. Please ensure to submit the current or most updated CQM Plan **with** the Annual Scope of Work. Please review the instructions on page 1 of the Annual Scope of Work template to ensure all services are appropriately captured.

1. GOALS

List the primary goals of your program. At least two goals must be developed for each topic area: Service Delivery, Staffing/Training, Client Recruitment, and Communication/Reporting. The goals should be written in quantifiable terms.

2. RESOURCES NEEDED

Describe the activities, connections, and resources that will be implemented in order to reach each goal. Include details such as specific staff duties, staff hiring and training, populations to be served, and program tasks.

3. TIMELINE

Indicate when each activity will begin and the length of its duration.

4. RESPONSIBLE STAFF

Indicate the name(s) and title(s) of the staff members responsible for each activity.

5. PERFORMANCE MEASUREMENT

Indicate the method that will be used to evaluate success in meeting the objectives. Also, include data collection and reporting timelines. If there are CQM performance measures that align with the goal, please name them in this column.

J. COST EFFECTIVENESS & BUDGET JUSTIFICATIONTotal Possible Points: **5**

The section does not count toward the page limit.

1. Submit a 12-month budget for each proposed service, as well as a budget justification that explains the proposed budget(s).

Budget(s) for proposed service(s) is attached.

Budget justification narrative for each proposed budget(s) is attached.

2. Provide an estimated cost per client for the proposed service. Include a detailed description of the method or formula used to derive this cost per client.

3. Submit documentation of the agency's 501(c)(3) status.

Documentation of 501(c)(3) status is attached.

4. Submit documentation of the agency's audited internal fringe rate and indirect rate.

Documentation of audited internal fringe rate is attached.

Documentation of audited indirect rate is attached.

5. Submit documentation of the agency's most recent annual operating budget to verify fiscal viability. All applicants must have an operating budget of at least \$500,000 for eligibility to directly apply for Part A funding. Agencies with an annual operating budget of less than \$500,000 may apply only through a sponsor agency which meets the requirement. The sponsor agency will apply as the lead agency with a clearly defined relationship for fiscal oversight and programmatic compatibility.

Copy of most recent single audit report or independent audit is attached.

J. BUDGET TERMS

Budgets should cover a **twelve (12) month** period and be presented in whole dollars (no cents).

Payment of Expenses

1. The **Core/Support Service Direct Cost** column indicates the position title.
2. The **Personnel** column indicates the name of the staff person occupying the position. Revisions should be submitted with staff first initial and last name (e.g., J. Smith). Enter **TBH** if the position is currently vacant. Program administration positions are funded, but only if their primary focus is the proposed service. Ryan White direct services dollars are not to be used to pay for Subrecipient's administration.
3. The **Salary** column reflects a Full Time Equivalent (1 FTE total) salary.
4. The **FTE** column is the percentage of time (carried to no more than **two** decimals) that the position listed is paid for by Ryan White Part A funding. To meet audit requirements, **employees cannot exceed a total FTE of 1.0 across all funding sources.**
5. The **Months** column is number of months the position listed will be occupied in the contracted period.
6. The **Annual** column is the total salary amount that will be paid by Ryan White Part A in a twelve- month budget period for the listed position based on the given **FTE** and **Months**. **Annual = (FTE x Months x Salary)/12**
7. The **Fringe rate** must be the agency's internal audited fringe rate, with a maximum of **57.70%**. Verification of this rate is subject to audit. Fringe is defined as: government mandated and employer selected employee benefits including social security, unemployment, workers and disability compensation, retirement programs, and health insurance.
8. Non-personnel, expense line-item titles should be specific (e.g., Food, Office Supplies, Staff Training) should be specific and listed under the **Other Direct Costs** column.
9. The **HHS Indirect Approved Rate** line item is capped at 10%. Subrecipients who wish to use an indirect rate, must provide documentation of Certificate of Indirect Costs that is **HHS-negotiated**, signed by an individual authorized to sign on behalf of the subrecipient. Any other Federal or State agency that has conducted and issued an audit report of the subrecipient's indirect cost rate that has been developed following the requirements of the cost principles contained in 48 CFR part 31 will also be accepted. **Please note, that the 10% de minimis rate may be used if the subrecipient has never had a negotiated rate.**
10. The **Administrative Costs** column should be specific. These costs include the usual and recognized overhead activities, including rent, utilities, and facility costs. It also applies to costs of management and oversight of the specific program funded. It includes program coordination; clerical, financial, and management staff not directly related to patient care; program evaluation; liability insurance; audits; computer hardware/software not directly related to patient care. Administrative Costs are funded at a maximum rate of 10% of the total direct program costs. Subrecipients are responsible for preparing a project budget that meets administrative cost guidelines and provides expense reports that track administrative expenses.
11. **Service Award Total** is the sum of the direct care total and administrative or indirect rate cost total.

J. SAMPLE BUDGET JUSTIFICATION**Ryan White HIV/AIDS Treatment Modernization Act – Part A - FY 2025****Agency:** AIDS Service Organization**Service Category:** HOUSING**Housing Program Manager:***Incumbent (1.00 FTE) – A. Diaz*

Responsible for ensuring the day-to-day coordination of staff, interdepartmental project meetings, and work schedules, and implementing the department's continuing HIV education seminars. This position also works with contract managers and staff around contract performance issues.

Housing Navigator:*Incumbent (1.00 FTE) – D. Brown*

Provides housing search and advocacy services to PLWH.

Housing Navigator:*Incumbent (0.50 FTE) – A. Almeda*

Provides housing search and advocacy services to PLWH.

Fringe:

Government mandated and employer selected employee benefits including: social security, unemployment, workers, and disability compensation, retirement programs, and health insurance. Requested fringe rate is 20%.

Staff Training:

Educational trainings for program staff to increase staff knowledge about current issues relating to HIV care.

Staff Travel:

Vehicle mileage is reimbursed at a per mile rate not to exceed the Internal Revenue Service's standard mileage rate, which as of January 1, 2024, is currently \$0.67 per mile.

Office Supplies:

All consumable materials used by the staff and clients such as: paper, pencils, pens, notepads, message pads, staples, file folders, and stationery.

HHS Approved Rate:

An approved rate by the United States Department of Health and Human Services (HHS) which includes an overall prorated cost of managing and operating the entire agency including such expenses as management, clerical and support personnel, equipment, advertising, postage, insurance, telephones, all facility costs and other related expenses. Per Ryan White guidelines, this rate is capped at 10%.

Administrative Rate:

If the agency does not have an approved HHS rate, the agency may submit the overall prorated cost of managing and operating the entire agency including such expenses as management, clerical and support personnel, equipment, advertising, postage, insurance, telephones, all facility costs and other related expenses, which will be capped at 10%.

J. BUDGET TEMPLATE- Admin. Cost

**ATTACHMENT C
 RYAN WHITE PART A: ALN 93.914
 Boston Public Health Commission
 FY 2025
 March 1, 2025 – February 28, 2026**

AGENCY NAME

Medical Case Management

<u>Core/Support Service Direct Cost</u>	<u>Personnel</u>	<u>Salary</u>	<u>FTE</u>	<u>Months</u>	<u>Annual</u>
Program Director	B. Smith	\$50,000	0.50	12	\$25,000
Medical Case Manager	K. Jones	\$45,000	1.00	12	\$45,000
Medical Case Manager	J. Doe	\$41,000	0.80	12	\$32,800
			SUBTOTAL	2.3	\$102,800
			FRINGE	30.00%	\$30,840
					\$133,640

Other Direct Care Cost

Staff Training					\$1,000
Staff Travel					\$200
Program Supplies					\$1,000
			SUBTOTAL		\$2,200
			DIRECT CARE TOTAL		\$135,840

Administrative Cost

<u>Administrative Cost</u>	<u>Personnel</u>	<u>Salary</u>	<u>FTE</u>	<u>Months</u>	<u>Annual</u>
Program Director	B. Smith	\$50,000	0.15	12	\$7,500
Program Rent (8% of total rent)					\$6,084
			ADMIN COST TOTAL		\$13,584

DIRECT CARE TOTAL	\$135,840
ADMINISTRATIVE COST	\$13,584

SERVICE AWARD TOTAL	\$149,424
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Per Federal policy, funds may only be used to support services to those individuals with a documented HIV status. Funds may not be used to provide items or services for which payment already has been made or reasonably can be expected to be made, by third party payors, including Medicaid, Medicare, and/other State or local entitlement programs, prepaid health plans, or private insurance. Subrecipients are reminded that this is subject to an audit.

V. REQUIRED TABLES

Tables do not count toward the page limit.

TABLES

1. Organization Diversity Table for Board and Staff
2. Organization Diversity Table for Current Clients
3. Summary of HIV-related agency funding
4. Program Linkages table
5. Annual Scope of Work

1. ORGANIZATION DIVERSITY TABLE – Board and Staff

Organization Totals for Gender, Ethnicity, and Race must equal the same number. Organization Total for Other Racial or Ethnic Groups may be less than or equal to the other totals. Complete table for the ENTIRE Agency rather than for the proposed program.

	Paid Staff			SUBTOTAL Paid Staff	Board of Directors	ORGANIZATION TOTAL	
	Executive Director	Professional Staff	Support Staff			#	%
Gender:							
Male							
Female							
Transgender							
TOTAL:							
Ethnicity:							
Hispanic or Latino/a							
Not Hispanic or Latino/a							
TOTAL:							
Race:							
White							
Black or African American							
Asian							
Native Hawaiian/ Pacific Islander							
American Indian/ Alaskan Native							
Unknown or Unreported*							
TOTAL:							
Other Racial or Ethnic Groups:							
African							
Cape Verdean							
Haitian							
Brazilian							
Portuguese							
Other /Unknown							
TOTAL:							

*Unknown or Unreported includes Latinos who do not identify with any of the five Federal race categories.

2. ORGANIZATION DIVERSITY TABLE – Current Clients

Organization Totals for Gender, Ethnicity, Race and Age must equal the same number. Organization Total for Other Racial or Ethnic Groups may be less than or equal to the other totals. Complete table for the ENTIRE client population rather than for the proposed program.

	TOTAL AGENCY CLIENTS		AGENCY PLWHA CLIENTS	
	#	%	#	%
Gender:				
Male				
Female				
Transgender				
Gender TOTAL:				
Ethnicity:				
Hispanic or Latino/a				
Not Hispanic or Latino/a				
Ethnicity TOTAL:				
Race:				
White				
Black or African American				
Asian				
Native Hawaiian/Pacific Islander				
Native American/Alaskan Native				
Unknown/Unreported*				
Race TOTAL:				
Other Ethnicity:				
African				
Cape Verdean				
Haitian				
Brazilian				
Portuguese				
Other /Unknown				
Other Ethnicity TOTAL:				
Age:				
0-17				
18-44				
45+				
Age TOTAL:				

*Unknown or Unreported includes Latinos who do not identify with any of the five Federal race categories.

3. SUMMARY OF HIV-RELATED AGENCY FUNDING

Instructions: Submit Table 3 following the proposal narrative. This table should include a list of all HIV and related funding and contracts *from Fiscal Years 2022 to 2024*. The table should specify which program receives the funding, the amount of the contract, the number of funded full-time equivalents (FTE) or unit rate of payment, the funding source, and the years received.

When completing the table, please include the following funders and/or funding sources:

Funding Stream	
Ryan White	Part A (including MAI), Part B (including MAI), Part C, Part D, Part F, SPNS
Other Federal	HOPWA, SAMHSA, CDC
State/Local (Include Bureau or Department name if applicable)	MDPH (OHA, BSAS), NH DHHS, BPHC, or other local health department funding
Other (Include name of funding stream in table)	General operating funds, private or foundation funding

NOTE: For collaborative applicants, Table 2. must be completed for *each* agency

SAMPLE

NAME OF AGENCY: AIDS Services Organization

Program Name	Funding Source	Contract Amount	#FTE or Unit Rate	FY 22	FY 23	FY 24
Psychosocial Support Training	DPH/OHA	\$65,000	1.5 FTEs	\$60,000	\$65,000	\$67,000
HIV/AIDS Prevention and Education	BPHC/Education & Outreach	\$60,000	1.5 FTEs			

4. PROGRAM LINKAGES

Use the following codes to this table. Use additional copies of this page as needed.

FORMS OF PROGRAM LINKAGES (please select those that are applicable for the agencies listed below):	DESCRIPTION OF PROGRAM LINKAGES	POINTS OF ENTRY (if applicable)
<p>A. Contract: A legally binding agreement that imposes an obligation on one party to perform specified duties in return for financial compensation.</p> <p>B. Memorandum of Understanding/Agreement: This is similar to a contract but does not involve payments; two or more parties agree to perform certain complementary functions, working toward a common goal.</p> <p>C. Letter of Support: Usually a statement of general support by one agency for the work of another, with no necessary commitment by the writer to fulfill a specific role.</p>	<p>1. Referral: Specify in, out, or both</p> <p>2. Case Coordination</p>	<p>a) Adult and Juvenile Detention Facilities</p> <p>b) Case Management Programs</p> <p>c) Counseling and Testing Sites</p> <p>d) Detoxification Programs</p> <p>e) Emergency Rooms</p> <p>f) Health Centers</p> <p>g) Homeless Services</p> <p>h) Mental Health Programs</p> <p>i) STD Clinics</p> <p>j) Substance Abuse Treatment Programs</p> <p>k) Other</p>

AGENCY NAME	FORM OF LINKAGE (A – C)	DESCRIPTION OF LINKAGE (1 – 2)	TYPE OF POINT OF ENTRY (a – k)	COMMENTS

The Boston Public Health Commission reserves the right to verify the arrangements cited above by requesting and inspecting supporting document

5. ANNUAL SCOPE OF WORK

Annual Scope of Work

Agency: [Agency Name]

Service Category: Please mark which service category you will be completing this page for with an “X”.

Core Services		Support Services	
AIDS Drug Assistance Program- (ADAP)		Emergency Financial Assistance- (EFA)	
Medical Case Management- (MCM)		Housing- (HOUS)	
Medical Nutrition Therapy- (MNT)		Food Bank/Home Delivered Meals- (FBHDM)	
Oral Health Care-(OHC)		Linguistic Services- (LS)	
		Medical Transportation- (MT)	
		Non-Medical Case Management- (NMCM)	
		Other Professional Services- (Legal)	
		Psychosocial Support Services- (PSS)	

Instructions for Bidding for Multiple Services:

- When applying for this funding agencies must:
 - Complete **Sections III, IV, and V** for **each** service category.
 - Please make a copy of the chart and/or word boxes.
 - Add the required activities in the **same** section.
 - Label the service category that information is describing.
 - Ensure **Sections I – V** include information (activities and goals) applicable for all service categories.

Section I: Goal Setting

Instructions: Complete each section with detailed and actionable information to ensure clarity and effective progress tracking. Please complete a **minimum of 2 goals** per objective. If the agency identifies additional goals needed for the 5-year work planning, please add an additional row in the respective category.

Note: If selected to be a Part A Subrecipient, your assigned contract manager will review these outlined tasks with the agency periodically throughout the grant cycle.

Objectives	Goals	Timeline	Responsible Party	Resources Needed	Performance Measurement
Services Delivery	1.				
	2.				
	3.				
Staffing/ Training/ Retention	1.				
	2.				
	3.				
Client Recruitment/ Outreach/ Referrals	1.				
	2.				
	3.				
Communication/ Reporting	1.				
	2.				
	3.				

Section II: Clinical Quality Management


Please answer the following questions regarding your Clinical Quality Management infrastructure.

Do you have a CQM Plan:

Yes No

- **If yes, please send the most recent version.**
[Attach the most recent version of the CQM Plan]
- **If not, please send the last version completed with a maximum 1 paragraph timeline for updating the plan.** [Attach the last version completed]

Timeline for Updating the Plan Assurance: The last update to the CQM Plan was completed on [Date]. We plan to review and update the Plan annually, with the next review scheduled for [Next Review Date].



Agency Staff Name

Signature

Date

Section III: Client Demographics Table

Instructions: To fill out the demographic information regarding the client population, the agency can use is either the E2Boston Demographic report or the internal data management system/Electronic Health Record. Follow the steps below to complete the table:

Steps to Complete the Table:

1. Accessing Data:

- If you have access to the E2Boston use the Demographic report to complete the chart.
- If you do not have access to E2Boston, please use the available agency-level demographic information from a data management system or Health Record.

2. Determine the Total Number of Clients Who Identify by the Demographic Measure: Add up the counts for each category.

For example:

- *Total Part A Clients: 120*
- *Male: 68*
- *Female: 40*
- *Transgender: 12*

3. Calculate the Percentage for Each Category: Use the below formula to find out what percentage each category represents of the total.

Formula: (Number of Clients per Measure/Total Part A Clients) x 100 = Percentage

For example:

- *For Male:*
 - *Percentage Male = $(68/120) \times 100 = 56.7\%$*
- *For Female:*
 - *Percentage Female = $(40/120) \times 100 = 33.3\%$*
- *For Transgender:*
 - *Percentage Transgender = $(12/120) \times 100 = 10\%$*

4. Verify Total Percentage: Add up the percentages to ensure they total 100%.

For example:

- *$56.7\% + 33.3\% + 10\% = 100\%$*

5. Fill in the Table:

- Enter the calculated percentage next to each corresponding category.
- In the Racial/Ethnicity Table, if using the "Other (Specify)" category, please clearly specify the sub-group and its percentage.

Service Category:

Total	#
Project number of Part A Clients in a Fiscal Year	
Gender	%
Male	
Female	
Transgender	
Exposure Category	%
MSM	
Intravenous Drug Use	
MSM and IDU	
Heterosexual Contact	
Perinatal	
Hemophilia	
Blood Transfusion	
Unknown or Unreported	
Other	

Race/Ethnicity	%
White (non-Hispanic or Latino/a)	
Black or African American (non-Hispanic or Latino/a)	
Hispanic or Latino/a	
Asian	
Native Hawaiian/Pacific Islander	
American Indian/American Native	
Middle Eastern/North African	
More than one race/ethnicity	
Unknown/unreported	

Recognizing that individuals may identify as more than one race and/or ethnicity or more specific nationalities, please complete the following chart in a similar organization as above.

Additional Race/Ethnicity	%
African	
Brazilian	
Cape Verdean	
Haitian	
Portuguese	
More than one	

If bidding for an additional category, please repeat the above steps and provide the information below.

Service Category:

Section IV: Budget Description

Instructions: For each section below, provide a detailed description, including responsibilities. Ensure that each description is comprehensive and aligns with the specified budget considerations. Use the provided examples as a guide.

Core/support Service Direct cost:

Includes descriptions of Positions/Roles providing direct services (e.g: Case Managers, Nurses, Social Workers, Counselors, Direct Support Staff)

Example:

- **Case Manager:** Supports individuals living with HIV by coordinating care, providing resources, and ensuring clients receive necessary access to services.

Other Direct Care Costs:

Includes any non-personal, expense line items and must be specific (e.g., Food, Office supplies, staff training).

Example:

- **Staff Training:** Costs associated with training staff to enhance their skills and knowledge in providing care to clients.

Admin Costs:

Includes description of site management requirements: Rent, Utilities, and Facility costs.

Includes description of program management: Coordination, Clerical staff, Financial staff, Management staff not related to patient care, Program Evaluation, Liability insurance, Audits, Computer hardware/software not related to patient care.

Example:

Occupancy/Facility: Covers expenses related to the portion of indirect and/or direct facilities costs such as rent, insurance, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients.

If bidding for an additional category, please repeat the above steps and provide the information below.

Service Category:

Section V: Service Delivery Data Review

Projected Units of Service Delivery by Subservice

Instructions:

Note: For additional details and insight, please refer to our FY 24 Provider Manual and FY 24 Service Standards, where there is additional examples of subservice.

1. List all subservices: Identify each distinct subservice being offered.
 - a. Subservice is defined as a specific component or category of broader service. It breaks down the broader service into a more manageable and specific part for detailed tracking, reporting, and management.

Example:

 - *Service: Medical Case Management*
 - *Subservice: Initial intake*
2. Estimate units: Project the number of units (e.g., sessions, hours) for each subservice.
 - a. Units are defined as discrete, measurable components used to quantify and record specific service activities or outputs.
 - b. There are two types of units within our jurisdiction.
 - i. Unit-based:

Refers to the practice of tracking and documenting service activities by counting each discrete instance of service as a s specific unit.

Example: For an initial intake conducted by a Medical Case Manager, you would record as (1) unit
 - ii. Time-based:

For time-based activities that are measured in hours or minutes, use quarterly increments to accurately reflect the duration of the service.

Example:

 - **15-Mintue face-to-face meeting:** *If a client meets with their Case Manager for 15 minutes, record the visit as 0.25 units (15 minutes/60 minutes per hour =0.25)*
 - **75- Minute psychosocial support session:** *If a staff member holds a 75-minute session with a client, you would record the session as 1.25 units (75 minutes/ 60 minutes per hour=1.25)*
3. Enter data: Fill in the table with subservices and their projected units.
4. Review: Verify accuracy and completeness.

Subservice	Units

If bidding for an additional category, please repeat the above steps and provide the information below.

Service Category:

VI. ATTACHMENTS

Attachments do not count toward the page limit.

THE FOLLOWING DOCUMENTS MUST ALSO BE SUBMITTED AS ATTACHMENTS. THESE DOCUMENTS ARE *NOT* INCLUDED IN THIS APPLICATION.

Attachment 1: Organizational Chart(s)

Attachment 2: Mission Statement

Attachment 3: Board of Directors List

Attachment 4: Job Descriptions (For Positions Supported by Proposal)

Attachment 5: Agency Licensure and/or Certifications (If Applicable)

Attachment 6: Budget(s) For Proposed Program(s)

Attachment 7: Budget Justification Narrative(s)

Attachment 8: Verification of 501 (c) (3) Status

Attachment 9: A-133 Or Independent Audit

- Documentation of Audited Fringe Rate
- Documentation of Audited Indirect Rate

Attachment 10: Collaborative Relationship Chart (Only Applicable for Collaborative Proposals)

Attachment 11: Collaborative Letters of Agreement (Only Applicable for Collaborative Proposals)

IN ADDITION, THE FOLLOWING PAGES CONTAIN FORMS WHICH *MUST* BE SIGNED AND RETURNED WITH THE PROPOSAL.

Attachment 12: Ryan White Program Assurances

Attachment 13: Available Appropriation Form

Attachment 14: Federal Assurances – Non-Construction Programs

Attachment 15: Federal Certifications Form

Attachment 16: Annual operating budget with Current Audit

PLEASE NOTE: If selected to be a subrecipient of the Part A grant, additional fiscal documentation will be required to be completed during the contracting process. For transparency purposes, we have provided those documents at the end of this packet for agency awareness and preparedness.

Contract Documents NOT Required as part of the RFP Process:

Attachment A: Business Associate Agreement

Attachment B: Form Wage-2 FY25 – Labor Compliance and Worker Protection

Attachment C: Electronic Vendor Set-Up Form and W-9 – Request for Taxpayer Identification Number and Certification

ATTACHMENT E

Ryan White Program Assurances FY 2025

The Agency, _____, through the
authorized signature below, agrees to:

1. Meet specific legislative, programmatic, and grant regulations requirements regarding the monitoring of their Ryan White grant. Guidance for compliance is detailed in the **National Monitoring Standards for RWHAP** recipients/subrecipients. (<https://ryanwhite.hrsa.gov/grants/manage/recipient-resources>)
2. Adhere to the legislative requirement to establish a clinical quality management program. HRSA HIV/AIDS Bureau expectations for clinical quality management are outlined in **Policy Clarification Notice 15-02** (<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/pcn-15-02-cqm.pdf>).
3. Adhere to the Ryan White HIV/AIDS Program legislation specific criteria for the expenditure of Part A funds. See **Policy Clarification Notices**:
 - a. **PCN 15-01**: Treatment of Costs under the 10% Administrative Cap for RWHAP Parts. (<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/pcn-15-01.pdf>)
 - b. **PCN 16-02**: Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds. (<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/service-category-pcn-16-02-final.pdf>)
 - c. **PCN 16-01**: Clarification of the RWHAP Policy on Services Provided to Veterans. (<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/clarification-services-veterans.pdf>).
 - d. **PCN 15-03**: Clarifications Regarding the RWHAP and Program Income. (<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/pcn-15-03-programincome.pdf>).

Refer to the Notice of Award (FY25 Contract Amendment I packet), Terms and Conditions section for more information.

4. Ensure that Ryan White grant funds are not used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any State compensation program (i.e., Medicaid), private insurance, or another funding source.
5. Ensure that Ryan White grant funds are not used for purchasing or construction of real property and international travel.
6. Assure that Ryan White Part A grant funds will be used in compliance with HRSA policies, and all funding restrictions as described in the RFP.
7. Participate in an HIV community-based continuum of care, to the extent such a continuum exists, with a community-based continuum of care as described in the RFP.
8. Become part of the comprehensive plan for organization and delivery of HIV-related health and support services developed by the Boston HIV Services Planning Council.
9. Participate in ongoing meetings or task forces aimed to increase, enhance, and maintain coordination and collaboration among HIV-related health and support service providers.
10. Make its services available to any eligible individual regardless of their ability to pay or the current or past health condition of the individual, and to make its services available in settings accessible to income-eligible

persons.

11. Ensure client eligibility for services funded by Ryan White Part A dollars by following the HIV Verification guidelines.
12. Guarantee clients' confidentiality and to make clients aware of HIPAA Business Partner status with the Boston Public Health Commission (BPHC).
13. Inform clients of their rights and responsibilities as consumers of HIV/AIDS services and to provide a fair process to address clients' grievances.
14. Participate in the Boston EMA needs assessment process.
15. Participate in any evaluation conducted by and/or for BPHC or the funding source related to the dissemination and/or utilization of Ryan White Part A funds.
16. Designate a staff person who is the primary contact for the grant that participates in monthly calls with the assigned Ryan White Services Contract Manager and serves as main point of contact for grant related communication.
17. Include their assigned Ryan White Services Contract Manager on all contractual and fiscal related correspondences.
18. Inform Ryan White Part A contract manager of any changes to staffing and the service delivery model in a timely manner.
19. Comply with monthly and annual data reporting requirements.
20. Attend mandatory meetings with other Part A Ryan White funded service providers for the purpose of training, networking, exchanging information/resources, and formalizing linkages.
21. Meet or exceed the Standards of Care established for the Boston EMA.
22. Maintain and share public health emergency response protocols and policies that outline the plan for the operations of Ryan White Part A Services.
23. Submit monthly invoices for each funded service category, with required back-up documentation no later than 30 days after the month's end. If costs are not rendered for a funded service category an invoice for \$0 must still be submitted for documentation purposes. If a \$0 invoice cannot be generated, a formal letter providing attestation that payment will not be requested must be submitted to Ryan White Services.
24. Submit all FY25 invoices and related documentation as indicated in the FY 2025 Ryan White Part A Provider Manual. All final invoices must be submitted within 30 days of the end of the grant year, or by March 30th, so that BPHC has sufficient time to perform final internal reconciliations and complete the required annual HRSA financial reporting and LOC draw. **Invoices that are not received by March 30th will not be paid.**

Authorized Official of the Subrecipient:

Signature: _____

Name: _____

Title: _____

Date: _____

AVAILABLE APPROPRIATION

The Subrecipient understands and agrees that the Boston Public Health Commission’s financial obligation under this contract is expressly subject to the availability of an appropriation. The Subrecipient further understands and agrees that notwithstanding the approval by the Boston Public Health Commission of a contract term which extends beyond the current fiscal year, this contract is null and void and without legal effect unless the Boston Public Health Commission has so notified the Subrecipient in writing, and that an appropriation is available for each (or any) successive fiscal year during which the contract is effective. In the absence of such certification and notification, this contract shall terminate as of the last day of the fiscal year in which an appropriation was certified is available.

(Name and Title of Authorized Person Signing Bid or Proposal)

(Signature)

(Name of Business)

(Date)

)

ATTACHMENT 14**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.

Standard Form 424B (Rev.7-97)

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ATTACHMENT 15

PHS-5161-1 (7/00)

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OMB Approval No. 0920-0428

CERTIFICATIONS**1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
 Office of Grants Management
 Office of the Assistant Secretary for Management and Budget
 Department of Health and Human Services
 200 Independence Avenue, S.W., Room 517-D
 Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) 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 under-

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

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children’s services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

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

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

ATTACHMENT 16**ANNUAL OPERATING BUDGET**

Potential applicant must submit documentation of the agency's most recent annual operating budget to verify fiscal viability. All applicants must have an operating budget of at least \$500,000 for eligibility to directly apply for Part A funding. Agencies with an annual operating budget of less than \$500,000 may apply only through a sponsor agency which meets the requirement. The sponsor agency will apply as the lead agency with a clearly defined relationship for fiscal oversight and programmatic compatibility. Attach the most recent single independent audit.

OPTIONAL- Data Importing Request Form

Currently only available for funded subrecipients. If applying for the first time and accepted as a subrecipient, BPHC will provide the opportunity to complete the form. Prior to submitting the form, please review the corresponding policy:



Ryan White Services Data Importing Policy

Effective Date

September 1, 2024

Last Revision Date

July 17, 2024

1.0 Introduction

1.1 Overview

This document provides a comprehensive outline of the eligibility requirements, data importing process, and expectations pertaining to the transfer of data from the internal databases of Ryan White HIV/AIDS Part A & MAI subrecipients to e2Boston.

1.2 Purpose of Policy

The Data Importing Policy serves to enhance the data quality within the Boston EMA. By introducing this policy, our objective is to mitigate duplicative data entry in subrecipients' internal databases and e2Boston. For eligible subrecipients, the data importing process facilitates the efficient transfer of RWHAP Part A & MAI programmatic data from databases.

1.3 Scope

This policy applies to all RWHAP Part A & MAI subrecipients within the Boston Eligible Metropolitan Area who meet the eligibility criteria outlined in Section 3.1 (Eligibility Requirements).

2.0 Policy Statement

Eligible RWHAP Part A & MAI subrecipients within the Boston EMA have the option to import client-level programmatic data from their internal databases to e2Boston, provided that the data importing process complies with RWSD's requirements and guidelines.

3.0 Policy Details

3.1 Eligibility Requirements

Ryan White HIV/AIDS Part A & MAI subrecipients may request access to import required programmatic data into e2Boston, contingent upon their agency meeting the following criteria:

- I. Data Infrastructure Capacity
 - a. An average minimum of 100 clients annually utilizing Part A & MAI services
 - b. Utilization of an Electronic Health Record (EHR) for each Part A & MAI client
 - c. Capacity to cover all expenses associated with data importing
 - i. Note: This includes creating the agency's own data importing bridge or accessing the existing e2Boston importing engine
- II. Staff Infrastructure Capacity
 - a. Designated personnel responsible for data importing
 - i. Note: The agency must maintain at least one staff member to perform this duty and ensure subsequent staff are trained in data importing procedures
 - ii. Agency responsibility statement: It is the responsibility of the agency to train new and retained staff on the system and data importing module. BPHC *will not* be providing training in the future on this topic.
- III. History of Data Quality
 - a. Demonstrated history of completeness of Part A & MAI programmatic data
 - b. Demonstrated history of accuracy of Part A & MAI programmatic data
- IV. History of Timely Data Submission
 - a. Demonstrated history of timely submission of Part A & MAI programmatic data by required deadlines

3.2 Explanation of Importing Mechanism

RWHAP Part A subrecipients interested in importing programmatic data must contact RWSD (refer to Section 4.0 Contacts) and adhere to the following procedural outline to obtain data importation access:

1. Upon expressing interest, RWS's Data Manager will provide subrecipients with eligibility criteria and the application to assess their suitability for data importing.
2. Subrecipients will utilize these tools to determine eligibility and subsequently submit their findings to RWS's Data Manager for review.
3. If subrecipients are deemed ineligible, they will continue manual data entry into e2Boston. If subrecipients meet the eligibility criteria, they will submit a proposal to RWS's Data Manager outlining how they will update user access in e2Boston.
4. Subrecipients opting to develop their own data transfer method will independently finance a contract with RDE to construct a bridge between systems. Alternatively, those opting to utilize the e2Boston engine will use the provided e2Boston template and format data according to the Required Data Elements tool available in e2Boston.
5. Once the bridge is established and the Data Import Tab is integrated, subrecipients will gain the ability to import files into e2Boston.
6. If there are errors after importing files into the Data Import Tab, subrecipients must rectify the data within their internal databases and re-import the revised data.
7. If the imported data is accurate, subrecipients will click submit and the data importing process will be considered complete.
8. Subrecipients will then receive an email from RWS confirming the successful completion of the data importation process.

3.3 Importing Expectations

Ryan White HIV/AIDS Part A subrecipients are required to adhere to the following data importation guidelines:

- I. Data Content
 - a. All updates to client-level data (i.e., Eligibility Information, H&I, Demographics, Viral Load, etc.)
 - b. All service and utilization data
- II. Frequency
 - a. Importation should occur once a month
 - i. Note: Monthly data importation is necessary for all clients with updated information, regardless of the client's outcomes submission clock.
- III. Financial and Data Management
 - a. Subrecipients are responsible for covering all expenses associated with the implementation and maintenance of the data importation system bridge
 - i. Note: This is regardless of which importing machine is utilized

3.4 Assuring Policy Compliance

RWS personnel will routinely monitor subrecipients' adherence to data importing procedures and maintenance of satisfactory data quality. The primary goal of this monitoring is to mitigate instances of missing, late, and/or incomplete data from subrecipients utilizing the importing module.

In the event that subrecipients are unable to uphold the importing expectations outlined in Section 3.3, they will receive a non-compliance warning. These warnings will be issued to subrecipients with inadequate data importing compliance on a quarterly basis. Subsequently, subrecipients will be granted a 30- or 60-day window to rectify the issues identified in the warning. Upon receipt of three non-compliance warnings, subrecipients' data importing access will be revoked.

Furthermore, RWS will conduct an annual evaluation of all non-compliance issues among subrecipients utilizing the data importing module. Similarly, subrecipients failing to meet the data importing expectations consistently throughout the fiscal year will receive non-compliance warnings at year-end. Subrecipients will have a 30-day period to address the findings. Failure to adequately rectify the findings will result in the revocation of the importing module from subrecipients.

4.0 Contacts

- I. Ryan White Services
RyanWhiteServices@bphc.org
- II. Clinical Quality Management Team cqm@bphc.org
- III. e2Boston Support Team support@e2Boston.net



**Ryan White Services
Data Importing Policy Request Form**

Please complete the following form, as well as the required narrative pieces, and submit it to RWS’s Data Manager to determine if your agency qualifies for the data importing module.

Agency:
Participants Completing Form:

Data Infrastructure Capacity

Please complete the following questions to evaluate your agency’s data infrastructure capacity for data importing.

1. Does your agency provide Part A & MAI services to a minimum of 100 clients annually?
Yes No

Using e2Boston’s Utilization Summary Report, record your agency’s Part A & MAI Unduplicated Client Count with the following filters:

- Report Date Range: Last Fiscal Year
- Funding Type: Part A + MAI
- *For specific user roles please ensure to click: Dental Client Pool: RWCA Clients and Non-Dental
- Service Categories: Select All
- Eligible: All Services
- County: Select All
- Group By: Subservices

Previous Fiscal Year Part A Unduplicated Client Count: [Click or tap here to enter text.](#)

If applicable, Previous Fiscal Year MAI Unduplicated Client Count: [Click or tap here to enter text.](#)

2. Does your agency utilize an Electronic Health Record (EHR) for each Part A and/or MAI Client?
Yes No
3. Does your agency have the capacity to cover all expenses associated with data importing?
Note: This includes creating your agency’s own data importing bridge or accessing the existing e2Boston importing engine.
Yes No

Staff Infrastructure

Please complete the following question to evaluate your agency’s staff infrastructure for data importing.

4. Does your agency have designated personnel responsible for data importing?
Note: Your agency must maintain at least one staff member to perform this duty and ensure subsequent staff are trained in data importing procedures.

Yes No

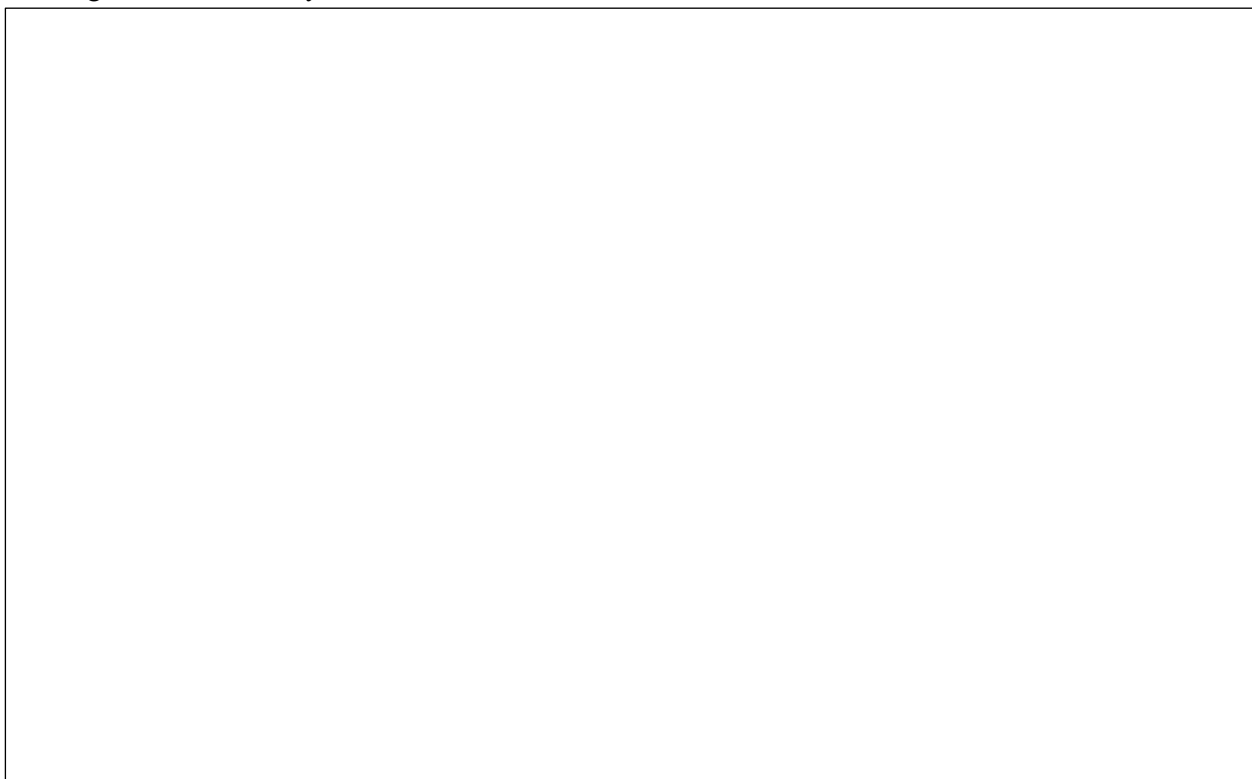
In the table below, please provide the names, titles, and email addresses of the data enterers that will be accessing the data importing module. Please list all individuals who will have access to the modules. This will ensure the E2Boston support group consolidates only the active and necessary users in the system.

Please feel free to add rows as needed.

Name	Title	Email Address	Work Phone (if applicable)

With the creation of the data importing module/bridge in partnership with RDE and BPHC, it is the responsibility of the agency to provide comprehensive training on the data importing process to its staff prior to the first importing is performed, and as needed thereafter, to maintain high-quality data performance. Clearly outlined objectives, timelines, and tasks in a knowledge retention framework are key components in establishing a sustainable module.

In the below section, in no more than 1-2 paragraphs, please outline what is your training and sustainability plan for data importing.



History of Data Quality

Please complete the following questions to evaluate your agency's history of data quality. Data quality is defined as having the required data entry fields, backup documentation, and forms submitted with no/minimal errors or duplications.

5. Has your agency demonstrated a history of complete Part A programmatic data?
 Yes No

6. Has your agency demonstrated a history of accurate Part A programmatic data?
 Yes No

History of Timely Data Submission

Please complete the following question to evaluate your agency's history of timely data submissions. Timely submissions are defined as meeting the monthly entry requirements consistently throughout the grant year.

7. Has your agency demonstrated a history of timely submission of Part A programmatic data by required deadlines?
 Yes No

With the above measures for data quality and timely data submissions, in the below section, in no more than 1 page, please outline the agency's Importing Plan. Items the BPHC team will be reviewing include:

- Information on how the agency plans on ensuring data completeness and correctness throughout the year.
- Planned submission timelines.
 - If agency decided to submit weekly or batches of data more regularly than the once per month requirement, please provide additional insight on that process.
- If the agency has ever had difficulty in the past meeting the above data quality and timely submission definitions, please explain why and how the team plans on ensuring all requirements are met.



In signing this document, you understand that:

- The data importing privilege will be reviewed and monitored on a regular basis by the BPHC team, and the BPHC team has the right to revoke this capability due to poor performance.
 - *Performance will be measured on infrastructure capacity, staffing capacity, data quality, and timely submission of data.*
- It is the responsibility of the agency to train new and retained staff on the use of the module.
- The data importing module will be solely financed by the agency and BPHC is not financially responsible for the creation and/or maintenance of the data importing module.

Name (Printed)

Name (Signed) - electronic or wet

Date

Thank you for completing RWS’s Data Importing Policy Request Form. Please submit **a PDF copy** of this completed form to RWS’s Data Manager, Irina Neshcheretnaya, at ineshcheretnaya@bphc.org.

Contract Documents for Review**ATTACHMENT A- BUSINESS ASSOCIATION AGREEMENT****BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the ____ day of _____, _____, by and between the Boston Public Health Commission ("Covered Entity"), and _____, on behalf of itself and its subsidiaries and affiliates, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of a Covered Entity as defined in the HIPAA Privacy Regulation.

WHEREAS, Business Associate may have access to Protected Health Information ("PHI") (as defined below) in fulfilling its responsibilities under such arrangement;

WHEREAS, Covered Entity and Business Associate intend to protect and provide for the security, confidentiality and integrity of privacy of PHI disclosed by Covered entity to Business Associate, or collected or created by Business Associate, in compliance with the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the regulations promulgated by the Department of Health and Human Services, including but not limited to, the regulations codified at 45 CFR Parts 160 and 164 (the "HIPAA Privacy Regulation"), the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; and

THEREFORE, in consideration of the Parties' continuing obligations under this Agreement, compliance with the HIPAA Privacy Regulation, and for and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Regulation and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Regulation or the HITECH Act. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Regulation, as amended, the HIPAA Privacy Regulation shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Regulation, but are nonetheless permitted by the HIPAA Privacy Regulation, the provisions of this Agreement shall control.

Protected Health Information. "Protected Health Information" ("PHI") means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Business Associate acknowledges and agrees that all Protected Health Information that is created, received, maintained or transmitted by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Covered Entity or its operating units to Business Associate or is created or received by Business Associate on the Covered Entity's behalf shall be subject to this Agreement.

- A. Except as otherwise permitted herein, Business Associate may only Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
 1. the Disclosure is required by law; or
 2. Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- B. Business Associate may Use and Disclose PHI for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship.
- C. Business Associate may Disclose PHI as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, (if consistent with the HIPAA Privacy Regulation).

- D. Business Associate may Use PHI as would be permitted by the HIPAA Privacy Regulation if such Use or Disclosure were made by the Covered Entity or to carry out the responsibilities of Business Associate, provided that such Disclosures are permitted or Required By Law.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- A. Not use or further disclose PHI other than as permitted or required by this Agreement. Business Associates acknowledges and agrees that in addition to the requirements of this agreement, the Business Associates must comply with all applicable sections and provisions of HIPAA, the HITECH Act, and Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules";
- B. Implement appropriate administrative safeguards as required by 45 CFR §164.308, physical safeguards as required by 45 CFR §164.310, and technical safeguards as required by 45 CFR §164.312 to prevent Use or Disclosure of PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, other than as provided for by or permitted under this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's internal practices, records, and books related to the Use and Disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Regulation;
- C. Ensure that Business Associate's agents, including Subrecipients, to whom it provides PHI received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;
- D. Make available PHI in a reasonable amount of time to the extent and in the manner required by §§164.524, 164.526, and 164.528 of the HIPAA Privacy Rule which permit the patient/client to access rights, amendment rights and an accounting of disclosures of his/her PHI;
- E. Make available Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity to the Secretary of Health and Human Services for purposes of determining the Covered Entity's compliance;
- F. Notify Covered Entity of any request of an individual to make an amendment to PHI and make available to Covered Entity, if so requested, the PHI for Covered Entity to timely and properly comply with requests by Individuals for amendments consistent with Covered Entity's obligations under 45 CFR §164.526.
- G. Incorporate any amendments or corrections to PHI when notified by Covered Entity;

- H. Document its Disclosures of PHI in the same manner as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528; and
- I. Report to Covered Entity within five (5) business days any use or disclosure of PHI which is not in compliance with the terms of this Agreement, including breaches of Unsecured PHI as required under 45 CFR §164.410, and any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

TERM AND TERMINATION

- J. Term. This agreement shall be effective and enforceable by the Parties to this Agreement as of the Effective Date as defined herein, and shall terminate on the earlier of (1) when Business Associate is no longer providing Services to Covered Entity, (2) the termination of this Agreement by either party, or (3) the mutual written agreement of the Parties.
- K. Termination for Cause. Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement or fails to satisfy any of its statutory obligations under HIPAA or the HITECH Act. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives notice to Business Associate of such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement, then Covered Entity shall have the right to terminate this Agreement immediately.
- L. Effect of Termination.
 - 1. At termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of the Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of any Subrecipients or agents of Business Associate. Business Associate shall not retain any copies of such PHI.
 - 2. If Business Associate determines that such return or destruction of PHI is not feasible or in violation of law, Business Associate shall provide Covered Entity with a notification of the conditions for which return or destruction is infeasible, and Business Associate will extend the protections of this Agreement to the information and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible or in violation of law, for so long as Business Associate maintains such PHI.

IV. GENERAL PROVISIONS

- A. Obligations of Business Associate. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. Except as expressly stated herein or the HIPAA Privacy Regulation, the Parties to this Agreement do not intend to create any rights in any third parties.

- B. Amendments and Modifications. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement is intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Massachusetts. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

- C. Interpretation and Severability. The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of PHI which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

Boston Public Health Commission

Business Associate

Signature: _____

Signature: _____

Printed Name: _____

Title: _____

Date: ____/____/____

Date: ____/____/____



Labor Compliance
and Worker Protections

THE BOSTON JOBS, LIVING WAGE, AND PREVAILING WAGE ORDINANCE

VENDOR AGREEMENT

At the same time the City of Boston (the “City”) awards a service contract, the vendor must complete this form and submit it to the City, agreeing to pay at least the annual living wage (\$18.20 per hour) and Standard Compensation associated with the contract in accordance with the Boston Jobs, Living Wage, and Prevailing Wage Ordinance (the “Ordinance”).

Under the Ordinance, you may be either a *Covered Vendor* or a *Covered Building Service Vendor* (please select one below):

- Covered Vendor:** any for-profit employer or any not-for-profit employer that employs at least twenty-five (25) FTE's and that has been awarded a service contract or service subcontract of \$25,000 or more from the City of Boston.

For Covered Vendors: If company wide “FTE” employees equals 25 or more, please review and complete all parts of the form. If company wide “FTE” employees equals 24 or less, you are only required to complete parts 1, 2, 2B, and 7.

- 25 or more FTE employees
- Less than 25 FTE employees

- Covered Building Service Vendor:** an employer providing building services as contemplated under the Ordinance to the City of Boston through a contract or subcontract.

IMPORTANT: Please print in ink or type all required information. Read the form thoroughly, as some sections only apply to **Covered Vendors** or **Covered Building Service Vendors**. No service contract will be executed until this agreement is completed, signed, and submitted to the contracting department. Assistance in completing this form may be obtained by calling or visiting the Living Wage Administrator, the Office of Labor Compliance and Worker Protections of the Worker Empowerment Cabinet, telephone: (617) 918-5236, or your contracting department.

PART 1 VENDOR INFORMATION

Vendor Name:	
Contact Person:	
Vendor Address:	
Telephone Number:	
Email:	

PART 2 CONTRACT INFORMATION

Name of Program/Project:	
Contracting City of Boston Dept.:	
Contract Amount:	
Start Date of Contract:	
End Date of Contract:	
Length of Contract (Years):	

PART 2B: ADDITIONAL LIVING WAGE INFORMATION

Total Number of "FTE" employees company wide (full-time + combined part time (Example: 24 full-time staff + 2 part-time staff working 20 hrs per week = 25 FTEs):	
Total number of individual employees who will be assigned to work on above contract:	
Do you plan to hire additional employees to perform work on contract?:	
If yes, how many additional FTEs do you plan to hire?:	

PART 3 WORKFORCE PROFILE OF EMPLOYEES PAID BY THE CONTRACT:

A. Total number of employees:	
B. Number of employees who are Boston residents:	
C. Number of employees who are minorities:	
Number of employees who are women:	

PART 3A:

List all of the Covered Employees’ job titles with wage ranges (use additional sheets of paper if necessary). Identify the number of Covered Employees in each wage range. Remember, Covered Employees are only those employees that expend work hours on the contract. Additionally, all Covered Employees MUST be paid at least \$18.20/hr for hours worked on this contract.

Job Title	Wage Ranges
	<input type="checkbox"/> <\$18.20 <input type="checkbox"/> \$18.20- \$20.00 <input type="checkbox"/> \$21.00 - \$25.00 <input type="checkbox"/> > \$25.00
	<input type="checkbox"/> <\$18.20 <input type="checkbox"/> \$18.20- \$20.00 <input type="checkbox"/> \$21.00 - \$25.00 <input type="checkbox"/> > \$25.00
	<input type="checkbox"/> <\$18.20 <input type="checkbox"/> \$18.20- \$20.00 <input type="checkbox"/> \$21.00 - \$25.00 <input type="checkbox"/> > \$25.00
	<input type="checkbox"/> <\$18.20 <input type="checkbox"/> \$18.20- \$20.00 <input type="checkbox"/> \$21.00 - \$25.00 <input type="checkbox"/> > \$25.00

PART 3B:

List all of the Covered Building Service Employees’ job titles and Standard Compensation (use additional sheets of paper if necessary). Identify the number of Covered Building Service Employees in each prevailing wage classification. Remember, Covered Building Service Employees are only those employees that expend work hours on the contract. Additionally, all Covered Building Service Employees MUST be paid at least Standard Compensation.

Job Title	*Standard Hourly Rate (\$)	Paid Leave (\$)	Health (\$)	Other Benefits (\$)	*Standard Compensation (\$)	Anticipated Hours on Contract

PART 4 SUBCONTRACTS

List all service subcontracts either awarded or that will be awarded to vendors with funds from the contract:

SUBRECIPIENT NAME	ADDRESS	PHONE & EMAIL	AMOUNT OF SUBCONTRACT

NOTE: Any **Covered Vendor** awarded a service contract must notify the contracting department and the Office Labor Compliance and Worker Protections within three (3) working days of signing a service contract with a vendor.

PART 5 VENDOR’S PAST EFFORTS AND FUTURE GOALS

(Use additional sheets of paper if necessary in answering these questions)

A. Describe your past efforts and future goals to hire low- and moderate-income Boston Residents.

B. Describe your past efforts and future goals to train Covered Employees.

C. Describe the potential for advancement and raises for Covered Employees.

D. What is the net increase and decrease in the number of jobs or jobs maintained by classification that will result from the awarding of this service contract?

PART 6 REQUESTING AN EXEMPTION OR WAIVER FROM THE ORDINANCE

Requesting an Exemption

Any vendor who qualifies may request one of the four categories of exemptions from the provisions of the Boston Jobs, Living Wage, and Prevailing Wage Ordinance by completing the section below. Attach any pertinent documents to this application to prove that you are exempt from the Boston Jobs, Living Wage, and Prevailing Wage Ordinance.

Please check the appropriate box(es) below indicating your exemption request. **NOTE: Unless you receive written confirmation from the Office of Labor Compliance and Worker Protections approving your exemption request, you remain covered by the Boston Jobs, Living Wage, and Prevailing Wage Ordinance.**

Exemption Categories:

- Construction contract awarded by the City of Boston and is subject to the state prevailing wage law;
- Contract awarded to a youth program, provided that the contract is for stipends to youth in the program. “Youth Program” means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part time program;
- Contract awarded to a work-study or cooperative educational program, provided that the contract is for stipends to students in the program; or
- Contract awarded to a vendor who provide services to the City and is awarded to a vendor who provides trainees with a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City-funded positions.

Please give a full statement describing in detail which of the four exemptions applies to your contract and the reasons your contract is exempt from the Boston Jobs and Living Wage Ordinance (attach additional sheets if necessary).

Requesting a General Waiver

I hereby request a general waiver from the Boston Jobs, Living Wage, and Prevailing Wage Ordinance. The application of the Boston Jobs, Living Wage, and Prevailing Wage Ordinance to my contract violates the following State or Federal statutory, regulatory or constitutional provision(s):

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(Please give a full statement above describing in detail the reasons the specific State or Federal statutory, regulatory or constitutional provision(s) makes compliance with the Ordinance unlawful (attach additional sheets if necessary). Please attach a copy of the conflicting statutory, regulatory or constitutional provision(s).)

PART 7 VENDOR AFFIDAVIT:

I _____ a principal officer of the Covered Vendor/Covered Building Service Vendor certify, swear, and affirm that the information provided on this **Boston Jobs, Living Wage, and Prevailing Wage Ordinance Vendor Agreement** is true, within my own personal knowledge and belief, and consistent with the Ordinance.

Signed under the pains and penalties of perjury.

Signature	
Date	
Printed Name	
Title	

ATTACHMENT C- ELECTRONIC VENDOR SET-UP FORM AND W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION



ELECTRONIC VENDOR SET UP FORM

Vendors must complete this form electronically to receive payment from the Boston Public Health Commission’s Procure to Pay Office (P2P).

Submission Instructions

<p>1. This form does not require printing; all fields are fillable, and information must be electronically typed</p> <ul style="list-style-type: none"> Only print this form for a “wet signature” if an electronic signature is not an option If printed, the scanned version must be clear, legible, and right side up 	<p>2. Along with this form, the W-9 must be electronically typed and requires the following:</p> <ul style="list-style-type: none"> Lines 1, 3a, 5, 6, Part I, and Part II must be completed Lines 2, 3b, 4, and 7 should be completed only if applicable <p>For detailed W-9 instructions, see pages 3-6 at irs.gov/pub/irs-pdf/fw9.pdf</p>	<p>3. Email packet, including this form with the W-9, to Vendor@bphc.org. Include any supporting documents in the email</p> <ul style="list-style-type: none"> Examples of supporting documents include proof of payment account information such as a voided check or a bank letter
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Vendor Information

Name of Entity/Individual (as provided on line 1 of W-9):	
Contact Name:	Contact Email:

Payment Account Information

BPHC will not share vendor information with third parties

Bank Name:	
Account Type (select one):	
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Routing Number:	Account Number:
Remittance Email (for EFT payment notifications, if different from contact email):	Additional Remittance Email (optional):

Optional - Fiscal Agent/Sponsor Information

Only complete if a fiscal agent/sponsor handles the financial/administrative duties for the entity named above

Fiscal Agent/Sponsor Name (W-9 must represent fiscal agent/sponsor):	Email (for EFT payment notifications):

Signature Authority

By signing this document, you confirm that the information is accurate and complete and understand that errors may delay the payment process

Printed Name:	Authorized Payee Signature:

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Important Notices

- For Tax ID or bank account changes, vendors must resubmit an updated Electronic Vendor Set Up Form, W-9, and proof of account information

P2P Electronic Vendor Set Up Form | June 2024

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to
the
requester. Do
not send to
the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership). Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
		6 City, state, and ZIP code
		7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they