



REQUEST FOR PROPOSALS
for
OUTPATIENT/AMBULATORY MEDICAL CARE AND
MEDICAL CASE MANAGEMENT FOR
PEOPLE LIVING WITH HIV/AIDS
in the
PHILADELPHIA ELIGIBLE METROPOLITAN AREA

Issued by:
THE CITY OF PHILADELPHIA (“City”)
Department of Public Health

Proposals must be received by PDPH/AACO no later than 12:00 p.m. Philadelphia, PA,
local time, on Monday, November 19, 2012

Pre-Proposal Conference:
Date: October 29, 2012
Time: 2 PM
Location: 1101 Market Street, 11th Floor Conference Center
Philadelphia, PA 19107

Michael A. Nutter, Mayor
Donald F. Schwarz, MD, MPH, Deputy Mayor for Health and Opportunity and
Health Commissioner

October 2012

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I. Project Overview

A. Introduction; Statement of Purpose

The City of Philadelphia, Department of Public Health (PDPH), AIDS Activities Coordinating Office (AACO), is seeking applications from non-profit organizations to deliver care and treatment services to eligible individuals living with HIV/AIDS in the 9-county Ryan White Philadelphia eligible metropolitan area. The Philadelphia eligible metropolitan area (EMA) encompasses 3,855 square miles, and consists of nine governmental jurisdictions in two States: Philadelphia, Bucks, Chester, Delaware and Montgomery Counties in Pennsylvania and Burlington, Camden, Gloucester, and Salem Counties in New Jersey. The estimated total population is 5.1 million, of which 25% are people of color. The City of Philadelphia's population of 1.5 million is 45% white, 43% black, 5% Asian, and 2% other; of these, 8.5% are Hispanic. At the end of 2010, 25,649 people were living with HIV/AIDS in the Philadelphia EMA; 10,486 people were living with HIV not AIDS and another 15,163 people were living with AIDS. At 77 HIV infections per 100,000 population, the estimated rate of new infections of HIV is four times the national estimate. A total of 1,540 new AIDS cases were reported in the past three years. Data on persons diagnosed with AIDS within 12 months of their HIV diagnosis living in the City of Philadelphia indicate *fewer* persons are being diagnosed late in the course of disease, likely the result of increased early intervention efforts.

While this indicates impressive client-level outcomes for people with HIV who are in care and not progressing to AIDS, it also indicates the tremendous strain on the service delivery system. AIDS incidence has been declining in the EMA, though declines are greatest among whites (64.3%), then blacks (61.9%). People of color continue to be severely disproportionately affected with nearly two thirds of all cases of HIV/AIDS among non-whites in the EMA. Estimated infections among youth increased 90% from 2006, driven by infections in black MSM aged 13-24. Poverty is a major barrier to care, which is endemic in the region's urban areas – especially Philadelphia, Camden NJ, Chester PA, Norristown PA, and Coatesville PA. Throughout the EMA, poverty is the most common characteristic of people living with HIV/AIDS. Other prevalent problems are histories of substance abuse (including injecting drugs), mental illness, STDs, Hepatitis C, homelessness, and lack of insurance. For more information, refer to the [Philadelphia EMA Comprehensive HIV Care Plan](#), published in May 2012 by the Philadelphia EMA Ryan White Part A Planning Council.

Federal Ryan White funds are complemented by City of Philadelphia tax dollars to support this program. All Federal HIV/AIDS programs support the three goals of the National HIV/AIDS Strategy (NHAS): 1) reducing the number of people who become infected with HIV, 2) increasing access to care and optimizing health outcomes for people living with HIV, and 3) reducing HIV-related health disparities. The NHAS recognizes the importance of the early identification of individuals with HIV/AIDS and linking newly diagnosed persons to medical care to protect their health and reduce their potential of transmitting the virus to others. HIV disproportionately affects people who have less access to health and social services and, as a result, often have poorer health outcomes. For more information on NHAS, refer to <http://aids.gov/federal-resources/national-hiv-aids-strategy/overview/> .

B. Department Overview

The Philadelphia Department of Public Health, whose mission is to protect the health of all Philadelphians and to promote an environment that allows us to lead healthy lives, is releasing this RFP. PDPH provides services, sets policies, and enforces laws that support the dignity of every man, woman, and child in Philadelphia. AACO is the division within PDPH that will be responsible for managing contracts and any relevant interactions with other departments or agencies. AACO has the primary responsibility for managing Federal, State, and local government funding to support HIV care systems within the City of Philadelphia and the eight surrounding counties in Southeastern Pennsylvania and southern New Jersey. AACO achieves its objectives primarily by funding health care and human services agencies to provide specific HIV and AIDS services. AACO monitors service provider agencies and assures that residents of the Philadelphia area receive the highest quality services that meet or exceed the standards of care for HIV/AIDS services set by the U.S. Public Health Service (PHS), Centers for Disease Control (CDC), and the Health Resources and Services Administration (HRSA). For more information, refer to <http://www.phila.gov/health/AACO/>

C. Project Background

The Federal Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 11-87) and City of Philadelphia General Revenue will fund the services sought through this Request for Proposals. The Ryan White Program fills gaps in care not covered by other funding sources. Services sought are: (1) Outpatient/Ambulatory Medical Care, and (2) Medical Case Management. Contracts awarded through this Request for Proposal will be funded by (1) Ryan White Program Part A resources granted to the City of Philadelphia through the Federal Health Resources and Services Administration on behalf of the 9-county eligible metropolitan area with 12-month contracts starting March 1, 2013; or (2) Ryan White Program Part B resources granted to the City of Philadelphia through the Pennsylvania Department of Health on behalf of the 5 counties in southeastern Pennsylvania with 12-month contracts starting April 1, 2013 or July 1, 2013; or (3) City of Philadelphia General Revenue Funds on behalf of the City of Philadelphia with 12-month contracts starting July 1, 2013. Funding streams and start dates for successful applications will be determined in the contracting phase. A single Applicant organization may apply to provide both services but separate and complete responses are required for each service proposed. For more information about the Ryan White Program, refer to <http://hab.hrsa.gov/abouthab/aboutprogram.html>. The legislation can be viewed at <http://www.gpo.gov/fdsys/pkg/PLAW-111publ87/html/PLAW-111publ87.htm>.

The U.S. Health Resources and Services Administration's HIV/AIDS Bureau oversees the Ryan White Program at the Federal level. National Monitoring Standards were developed by HRSA to help Ryan White grantees and sub-contractors meet Federal requirements for program and fiscal management, monitoring, and reporting to improve program efficiency and responsiveness. For example, the National Monitoring Standards require all Ryan White-funded providers to verify client's eligibility for Ryan White services at intake and to re-certify their continued eligibility every six (6) months thereafter. Further, all Ryan White clients must be screened for insurance coverage and third-party funding sources to ensure Ryan White resources are used only for eligible clients. (See the Resources section of this Request for Proposal for a link to the National Monitoring Standards.)

The Ryan White HIV/AIDS Program stipulates that "funds received...will not be utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be

expected to be made..." by sources other than Ryan White funds. At the individual client level, this means Ryan White-funded providers must make reasonable efforts to secure non-Ryan White HIV/AIDS Program funds whenever possible for services to individual clients. In support of this intent, it is an appropriate use of Ryan White HIV/AIDS Program funds to provide medical case management or other services that have as a central function ensuring that eligibility for other funding sources is aggressively and consistently pursued, (e.g., Medicaid, CHIP, Medicare, other local or State-funded HIV/AIDS programs, and/or private sector funding including private insurance). Ryan White HIV/AIDS Program funds are intended to support only the HIV-related needs of eligible individuals defined as persons infected with the Human Immunodeficiency Virus (HIV), including those whose illness has progressed to the point of clinically defined Acquired Immune Deficiency Syndrome (AIDS). For more information on eligible individuals and allowable uses of Ryan White Program funds, refer to <http://www.hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html> .

D. Request for Proposals

Through this RFP, the Department invites proposals from potential contractors for the scopes of work described below. The Department expects to award multiple contracts to experienced non-profit organizations located in the City of Philadelphia; the Pennsylvania counties of Bucks, Chester, Delaware, and Montgomery; and the New Jersey counties of Burlington, Camden, Gloucester, and Salem. The Department reserves the right to select multiple Applicants with which to contract.

E. General Disclaimer of the City

This RFP does not commit the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City.

II. Scope of Work

A. Definitions

Unless specified otherwise, words, phrases, abbreviations and/or acronyms have the following meanings.

Terms or Acronym	Definition
AACO	AIDS Activities Coordinating Office, Philadelphia Department of Public Health
Confidentiality	The protection of personal information collected by health organizations. An obligation to respect the privacy of a client by restricting access to and not willingly disclosing any information obtained in confidence.
Collaboration	Working with another person, organization, or group for mutual benefit by exchanging information, sharing resources, or enhancing the other's capacity, often to achieve a common goal or purpose.
Coordination	Aligning processes, services, or systems, to achieve increased efficiencies, benefits, or improved outcomes. Examples of coordination may include sharing information, such as progress reports, with State and local health departments or structuring prevention delivery systems to reduce duplication of effort.
Cultural and linguistic competence	Set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross cultural situations.

Terms or Acronym	Definition
FTE	Full-time equivalent
Linkage to medical care	A person is seen by a health-care provider (e.g., physician, physician assistant, nurse practitioner) to receive medical care for his/her HIV infection, usually within a specified time. Linkage to medical care is the outcome of the referral.
PDPH	Philadelphia Department of Public Health
Referral	A process by which immediate client needs for prevention, care, and supportive services are assessed and prioritized and clients are provided with assistance in identifying and accessing services (such as, setting up appointments and providing transportation). Referral does not include ongoing support or case management. There should be a strong working relationship (preferably a written agreement) with other providers and agencies that might be able to provide needed services.
Referral follow-up	The method that will be used to verify that the client accessed the services to which he or she was referred.
Referral outcome	The current status of the referral based on activities to verify that the service was accessed.
Self-referral	Client-initiated services.

B. Project Details

Through this Request for Proposals, the Department seeks to assure that only eligible Ryan White Program clients are served and that client outcomes are improved. Specifically, the Department will:

- Support the provision of Outpatient/Ambulatory Medical Care services that is consistent with the U.S. Public Health Service guidelines including access to antiretroviral (ARV) and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination ARV therapies. For the current HIV treatment guidelines, refer to <http://www.aidsinfo.nih.gov>.
- Support the provision of Medical Case Management services to ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care for individuals living with HIV.

This Section, *Scope of Work*, states requirements for the project including the services and the tangible work products to be delivered, and the tasks the Department has identified as necessary to meet those requirements. The Department reserves the right, however, to modify specific requirements, based on changed circumstances (such as a change in business or technical environments), the proposal selection process, and contract negotiations with the Applicant(s) selected for negotiations, and to do so with or without issuing a revised RFP. The Applicant must provide in its proposal a detailed proposed scope of work showing how it will meet the project requirements stated in this Section II.C. Services and Tangible Work Products.

C. Services

The Department requires at least the services listed below, including the specific tasks and work activities described. Applicant's proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles (as identified in Section K, *Organizational and Personnel Requirements*) responsible for completing the task.

Outpatient/Ambulatory Medical Care is defined as professional diagnostic and therapeutic services that are rendered by a licensed physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting (not a hospital, hospital emergency room or any

other type of inpatient treatment center) to eligible persons living with HIV/AIDS, consistent with Public Health Service (PHS) guidelines and including access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies. Allowable services include: diagnostic testing; early intervention and risk assessment; preventive care and screening; practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions; prescribing and managing medication therapy; education and counseling on health issues; well-baby care; continuing care and management of chronic conditions; referral to and provision of HIV-related sub-specialty care including ophthalmic and optometric services; and provision of laboratory tests integral to the treatment of HIV infection and related complications. The *City of Philadelphia, Department of Public Health, AIDS Activities Coordinating Office, Outpatient/Ambulatory Medical Care Service Provisions* included in Appendix E delineates Department expectations.

Medical Case Management is a professional service to ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care provided by trained professionals (including both medically credentialed and other health care staff who are part of the clinical care team) to eligible persons living with HIV/AIDS, through all types of encounters including face-to-face, phone contact, and other forms of communication. Activities must include at least the following: (1) initial assessment of service needs; (2) development of a comprehensive, individualized care plan; (3) coordination of services required to implement the plan; (4) continuous client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation, and adaptation of the plan at least every 6 months, as necessary during the enrollment of the client. Services include treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Medical Case Managers screen clients for eligibility for other non-Ryan White funding sources and programs and assist clients in enrolling in these programs. The *City of Philadelphia, Department of Public Health, AIDS Activities Coordinating Office, Medical Case Management Service Provisions* included in Appendix F delineates Department expectations.

Tangible Work Products

The Department requires completion and delivery of at least the tangible work products listed below. The start date for contracts varies depending on the source of funding which will be determined at the time of award. All awards are for a period of 12 months from the start date of the contract. The funding sources and their respective dates are:

Funding Source	Contract Start Date	Contract End Date
Ryan White Program Part A	March 1, 2013	February 28, 2014
Ryan White Program Part B (PA only)	July 1, 2013	June 30, 2014
Philadelphia General Funds	July 1, 2013	June 30, 2014

Note that contracts for services in suburban Pennsylvania and New Jersey are ineligible for Philadelphia General Revenue Funds.

The proposed scope of work should state in detail how the Applicant will produce each work product, including the personnel/job titles (as identified in Section K, *Organizational and Personnel Requirements*), that will be responsible for delivering the work product. Tangible work products required to be delivered to the Department by the successful Applicant(s) are:

a. Outpatient/Ambulatory Medical Care

1. Beginning on the first day of the contract year, provide Outpatient/Ambulatory Medical Care to eligible persons living with HIV/AIDS in the locations approved by the Department and in compliance with technical, process, training, legal, and quality requirements of the Department, the City of Philadelphia, the State of Pennsylvania, the Health Resources and Services Administration, and the U.S. Public Health Service.
2. By the last day of the contract period, provide Outpatient/Ambulatory Medical Care to no less than the total number of individuals with HIV infection approved by the Department and included in the successful Applicant's services contract.
3. Submit on a monthly schedule to be defined by the Department required progress reports, invoices, and performance data.

b. Medical Case Management Services

1. Beginning on the first day of the contract year, provide Medical Case Management services to eligible persons living with HIV/AIDS in the locations approved by the Department and in compliance with technical, process, training, legal, and quality requirements of the Department, the City of Philadelphia, the State of Pennsylvania, the Health Resources and Services Administration, and the U.S. Public Health Service.
2. By the last day of the contract period, provide Medical Case Management services to no less than the total number of individuals with HIV infection approved by the Department and included in the successful Applicant's services contract. A total of 4,800 quarter hours of medical case management services per year are expected for each full-time equivalent medical case manager funded through this RFP.
3. Submit on a monthly schedule to be defined by the Department required progress reports, invoices, and performance data.

D. Hours and Location of Work

The hours of operation for the City of Philadelphia are Monday through Friday during normal business hours. In addition to required meetings convened by the Department, the location of work includes the locations approved by the Department for the provision of services awarded through this RFP. Hours of operation for programs funded through this RFP will include services provided outside of normal business hours in order to ensure access of programming to target populations. Programs should be located in geographic settings accessible to uninsured persons with HIV, especially underserved areas.

E. Monitoring and Security

By submission of a proposal in response to this RFP, the Applicant agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City of Philadelphia, and with all security policies and requirements of the City.

One of the keys to effective delivery of HIV services is collaboration with the Department, its administrative agencies, and contractors and subcontractors in program and fiscal performance monitoring. The collaboration begins with the development of formal work statements describing the service and reporting commitments of subcontracted providers, and extends through the delivery of services to qualified recipients. Proposals responding to this RFP will form the basis for these work statements and serve as a standard for measuring implementation progress throughout the year.

The Department, through its AIDS Activities Coordinating Office, is responsible for program monitoring, evaluation, and reporting on subcontracts. This process is ongoing through regular interactions between the Department and providers working together on behalf of the persons targeted to receive these services. The goal of these activities is to assure the efficient, timely, and appropriate delivery of high quality HIV services.

As noted previously, the successful Applicant(s) awarded funds through this RFP will be required to submit invoices on a monthly basis in order to obtain reimbursement. In addition, because providers awarded funds through this RFP will be required to (1) comply with program reporting requirements defined by the Department and (2) submit client-level data using mechanisms to be specified by the Department. Applicants must demonstrate capacity to implement client-level data collection and data entry. Further, successful Applicant(s) are required to participate in the local Quality Management (QM) program.

Assuring security of confidential client information is mandatory. Applicants must have written policies regarding consumer confidentiality and security of data. These policies must comply with relevant State and Federal laws and regulations. Applicants must describe current security and confidentiality procedures in their responses to this RFP.

F. Reporting Requirements and Invoices

The successful Applicant shall report to the City of Philadelphia on a regular basis regarding the status of the project and the Applicant's progress in providing the contracted services and/or products. At a minimum, the successful Applicant shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service.

In addition, all programs must comply with program reporting and quality management activities including reporting on client level data in the format defined by the Department. Providers are required to submit quarterly narrative reports no later than fifteen (15) days after the end of the quarter. CAREWare Financial Reports must be sent with the quarterly narrative reports.

Providers with direct contracts must invoice the Department by the tenth (10th) of the following month in which costs are incurred. Failure to provide complete and timely invoices may result in non-payment. Providers who have subcontracts with Public Health Management Corporation (PHMC) or Urban Affairs Coalition (UAC) must invoice PHMC or UAC by the tenth (10th) of the month in which costs are incurred. All costs invoiced must be based on the program's actual expenditures. All invoices must be submitted on a monthly basis for costs incurred and services rendered during the previous month. The Department requires providers to attach copies of all

back-up source documents as part of the invoice package. Final invoices must be submitted by March 31, 2014.

Timely program data reporting is required. Providers must collect and report client-level data using Ryan White CAREWare. Medical case management providers must complete medical case management follow-up forms sent to providers from AACO's Client Services Unit. The reports listed below are generated from RW CAREWare and are required to be submitted by providers following a calendar provided by the Department:

1. RW CAREWare Financial Report is required quarterly and is due on the fifth (5th) of the month following the end of the quarter.
2. The Primary Care Quality Management Export file is due February 6th for the preceding calendar year. AACO's Information Services Unit staff will export data for each provider site.
3. The Ryan White HIV/AIDS Program Data Report (RDR) is required of each Ryan White funded provider. Reporting is on a calendar year basis.
4. The Ryan White Services Report (RSR) is required for each Ryan White funded provider. Providers must complete the report online using the HRSA Electronic Handbook or the Ryan White Data Report Web System by February 15th for the preceding calendar year. To meet this deadline, the report must be in "review" status. Providers must upload a client-level data file as specified for the RSR as part of this requirement.
5. Quality management and outcome reporting is required of all funded providers. See Appendix D for more details (*City of Philadelphia, Department of Public Health, AIDS Activities Coordinating Office, HIV Emergency Relief Project Grants (Care Services) Scope of Work*).
6. Providers must comply with special conditions of award and with other reporting requirements as specified in award letters from the Department and in subsequent correspondence.
7. Fiscal site visits by Department Budget Analysts of all Ryan White funded providers are required. During the site visit, City staff shall perform an audit type of review, including meetings with fiscal and other staff. Records and policies are inspected to ensure adherence to the Ryan White National Monitoring Standards. If deficiencies are identified, subsequent meetings may be required to complete corrective action.
8. All records necessary for audit purposes must be maintained by the agency for the minimum amount of time established by State or Federal statute and made available to AACO and other authorized personnel if required or requested.

For more information, refer to HRSA Program and Fiscal Monitoring Standards (see section K for links to these documents).

G. Specific Performance Standards

Additional performance requirements must be met by successful Applicants in the provision of the specific service for which funding is awarded. The City reserves the right to reject any item of work that does not meet the Department’s minimum standards of performance and quality, or that does not conform to the contract scope of work. The City shall not be obligated to pay for rejected work.

1. Successful Applicants must establish, maintain, and improve mechanisms (such as through Memoranda of Understanding with other organizations providing key points of entry) by which persons initially engaging or re-engaging in the HIV system of care are able to promptly access services.
2. Successful Applicants must participate in system-wide quality management and outcome reporting. Funded programs are expected to achieve specified outcome measures, below, as part of the responsibility to monitor the impact of the services on the well-being of the client.

HRSA/HAB HIV Core Clinical Performance Measures for Adult/Adolescent Clients: Group 1	
Indicator	How Measured
Antiretroviral Therapy for Pregnant Women	Percentage of pregnant women with HIV infection who are prescribed antiretroviral therapy
CD4 T-Cell Count	Percentage of patients with HIV infection who had 2 or more CD4 T-cell counts performed in the measurement year
Antiretroviral Therapy	Percentage of clients with AIDS who are prescribed ART in the measurement year
Medical Visits	Percentage of patients with HIV infection who had 2 or more medical visits in an HIV care setting in the measurement year
Pneumocystis jiroveci Pneumonia (PCP) Prophylaxis	Percentage of clients with HIV infection and a CD4 count below 200 cells/mm ³ who were prescribed PCP prophylaxis

HRSA/HAB HIV Core Clinical Performance Measures for Adult/Adolescent Clients: Group 2	
Indicator	How Measured
Adherence: Assessment and Counseling	Percentage of clients with HIV infection on ARVs who were assessed and counseled for adherence 2 or more times in the measurement year
Cervical Cancer Screening	Percentage of women with HIV infection who have a Pap screening in the measurement year
Hepatitis B Vaccination	Percentage of clients with HIV infection who complete the vaccination series for Hepatitis B
Hepatitis C Screening	Percentage of clients for whom Hepatitis C (HCV) screening was performance at least once since the diagnosis of HIV infection

**HRSA/HAB HIV Core Clinical Performance Measures for
Adult/Adolescent Clients: Group 2**

Indicator	How Measured
HIV Risk Counseling	Percentage of client with HIV infection who received HIV risk counseling within the measurement year
Lipid Screening	Percentage of client with HIV infection on HAART who had a fasting lipid panel during the measurement year
Oral Examination	Percentage of clients with HIV infection who received an oral examination by a dentist at least once during the measurement year
Syphilis Screening	Percentage of adult clients with HIV infection who had a test for syphilis performed in the measurement year
Tuberculosis Screening	Percentage of clients with HIV infection who received testing with results documented for latent tuberculosis infection since HIV diagnosis

**HRSA/HAB HIV Core Clinical Performance Measures for
Adult/Adolescent Clients: Group 3**

Indicator	How Measured
Chlamydia Screening	Percentage of clients with HIV infection at risk for sexually transmitted infections (STIs) who had a test for chlamydia within the measurement year
Gonorrhea Screening	Percentage of clients with HIV infection at risk for sexually transmitted infections (STIs) who had a test for gonorrhea within the measurement year
Hepatitis B Screening	Percentage of clients with HIV infection who have been screened for Hepatitis B virus infection status
Influenza Vaccination	Percentage of clients with HIV infection who have received influenza vaccination within the measurement period
Mental Health Screening	Percentage of new clients with HIV infection who have had a mental health screening
Pneumococcal Vaccination	Percentage of clients with HIV infection who ever received pneumococcal vaccine
Substance Use Screening	Percentage of new clients with HIV infection who have been screened for substance use (alcohol and drugs) in the measurement year

PDPH/AACO Performance Measures

Indicator	How Measured
Colposcopies for Abnormal Paps	Percentage of women with an abnormal Pap who receive a colposcopy
Partner Services	Percentage of clients with newly enrolled HIV infection and/or

PDPH/AACO Performance Measures

Indicator	How Measured
	newly in treatment referred to Partner Services
Public Health Service (PHS) Not Recommended Regimens	Percentage of clients prescribed a PHS not recommended regimen/component
Retention	Percentage of clients seen in the previous calendar year who have at least one medical visit in the current year
Syphilis Screening for Men who have Sex with Men (MSM)	Percentage of MSM who had a syphilis screening during the measurement year
Viral Load	Percentage of clients with HIV infection who had 2 more viral loads performed in the measurement year

HRSA/HAB Performance Measures for Pediatrics

Indicator	How Measured
Adherence Assessment and Counseling	Percentage of pediatric patients with HIV infection on ARVs who were assessed and counseled for adherence 2 or more times in the measurement year
ARV Therapy	Percentage of pediatric patients with HIV infection who met age-specific eligibility criteria were prescribed ARV therapy during the measurement year
CD4 Value	Percentage of pediatric patients with HIV infection who had at least three (3) CD4 values performed in the measurement year
Developmental Surveillance	Percentage of HIV-infected or exposed pediatric patients who had developmental surveillance documented in the measurement year
Diagnostic Testing to Exclude HIV Infection in Exposed Infants	Percentage of exposed infants born to HIV-infected women who received recommended virologic diagnostic testing for exclusion of HIV infection in the measurement year
Health Care Transition Planning for HIV-infected Youth	Percentage of adolescents with HIV infection who had a discussion about health care transition planning documented in the health record in the measurement year
HIV Drug Resistance Testing Before Initiation of Therapy	Percentage of pediatric patients with HIV infection who had an HIV drug resistance test performed before initiation of ARV therapy if therapy started during the measurement year
Lipid Screening	Percentage of pediatric patients with HIV infection on ARV therapy who had a lipid panel during the measurement year
Medical Visit	Percentage of pediatric patients with HIV infection who had three or more medical visits in an HIV care setting in the measurement year
MMR Vaccination	Percentage of pediatric patients with HIV infection who have had at least one dose of Measles, Mumps and Rubella (MMR)

HRSA/HAB Performance Measures for Pediatrics

Indicator	How Measured
	vaccine administered between 12-24 months of age
Neonatal Zidovudine Prophylaxis	Percentage of infants born to HIV-infected women who were prescribed ZDV prophylaxis for HIV within 12 hours of birth during the measurement year
PCP Prophylaxis for HIV-Exposed Infants	Percentage of eligible infants with HIV-exposure who were prescribed PCP prophylaxis in the measurement year
PCP Prophylaxis for HIV-Infected Children	Percentage of eligible infants and children with HIV infection who were prescribed PCP prophylaxis in the measurement year
Planning for Disclosure of HIV Status to Child	Percentage of pediatric/adolescent patients with HIV infection who know their HIV status or for whom there is a documented discussion about disclosure in the measurement year
TB Screening	Percentage of pediatric patients with HIV infection who received testing with results documented for latent tuberculosis infection (LTBI) during the measurement year

HRSA/HAB Medical Case Management Performance Measures

Indicator	How Measured
Care Plan	Percentage of HIV-infected medical case management clients who had a medical case management care plan developed and/or updated two or more times in the measurement year
Medical Visits	Percentage of HIV-infected medical case management clients who had two or more medical visits in an HIV care setting in the measurement year

AACO Medical Case Management Performance Measures

Indicator	How Measured
Follow up	Percentage of 8-10 week follow-up forms completed and submitted by the HIV medical case management provider to the AIDS Activities Coordinating Office in the measurement period
Linkage to HIV Medical Care	Percentage of clients active in HIV medical case management who are also active in HIV medical care as a result of referral in the measurement period
Medication Assessment and Counseling	Percentage of clients with HIV infection on ARVs who were assessed and counseled for adherence two or more times in the measurement year

AACO Medical Case Management Performance Measures

Indicator	How Measured
Mental Health History and Treatment Status	Percentage of clients who have documented mental health history and treatment status at least once during the measurement year
Retention in Medical Care	Percentage of clients with HIV infection whose records indicate retention in medical care as evidenced by clients whose records indicate CD4 count or viral load test or ARV therapy prescribed
Retention in Medical Case Management	Percentage of clients referred to an HIV medical case management provider who had a face-to-face case management visit within 8-10 weeks of the referral from the Client Services Unit in the measurement period
Secondary Risk Assessment	Percentage of active MCM clients that complete a risk reduction plan (counseling) at least once per year
Substance Abuse History and Treatment	Percentage of clients with HIV infection who have their substance abuse history and treatment status documented at least once during the measurement year

3. Successful Applicants must agree to comply with the Department’s program requirements, service provisions, and guidelines. Standards for meeting applicable Federal, State, or local guidelines are specified in provider contracts and tracked by the Department, which proactively monitors all program services in order to ensure that they meet or exceed relevant standards and guidelines. These include the Department’s Scope of Work for HIV Emergency Relief Grants, Outpatient/Ambulatory Medical Care Service Provisions, and Medical Case Management Service Provisions included in the Appendices, HRSA’s National Monitoring Standards as well as other requirements at the organizational level.
4. HIV services provided must be made without regard to the individual's ability to pay, the individual's past or present health condition, immigration status, English language ability and in a setting accessible to low-income individuals.
5. Services must be provided by the project sponsor in facilities that are accessible to people with physical disabilities in accordance with the Americans with Disabilities Act.
6. Special efforts must be undertaken by all recipients of grant funds to reach out to low-income individuals to make them aware of the availability of services.
7. All providers must participate in the region's HIV-related community planning process and the continuum of prevention and care.
8. Providers must develop strategies and partnerships for identifying individuals with HIV and AIDS who are unaware of their HIV/AIDS status and connecting them to HIV medical and other services.

9. Service providers are required to collect data and report it in accordance with the Ryan White HIV/AIDS Program requirements.
10. City of Philadelphia Contract Cost Principles and Guidelines will apply to all awards.
11. City of Philadelphia Department of Public Health Professional Services Contract General Provisions will apply to all awards. See Appendix A.
12. All providers must ensure that all patients with limited English language proficiency are provider services in a language they understand through the use of professional resources including telephonic or in-person interpreters. Family members will not be used to interpret.
13. All applicants must demonstrate their ability to provide culturally competent services. Cultural competence involves understanding the social, linguistic, ethnic, and behavioral characteristics of a community and applying that understanding in the delivery of HIV care services. Two resources are suggested to assist organizations in assuring the delivery of culturally competent and linguistically appropriate services.
 - The Office of Minority Health of the U.S. Public Health Services has published standards for assuring cultural competence, *National Standards for Culturally and Linguistically Appropriate Services in Health Care*. A complete discussion of the standards is available for [download](#). Applicants are encouraged to review and use this and other resources available from the Office of Minority Health.
 - The Gay, Lesbian, Bisexual and Transgender Health Access Project of the Massachusetts Department of Public Health published *Community Standards of Practice for Provision of Quality Health Care Services for Gay, Lesbian, Bisexual, and Transgendered Clients*. The complete listing of the standards and other materials are available for [download](#).

H. Cost Proposal

Applicants must provide a detailed cost proposal, with a line-item breakdown of the costs for specific services and work products proposed. Cost proposals must be “fixed price” proposals. The proposed price must include all costs that will be charged to the City for the services and tangible work products the Applicant proposes to perform and deliver to complete the project; and including, but not limited to, costs for the following, if the Department is to pay for them: employee compensation and fringe benefits; communication; printing; administrative expenses; bonding; acquisition of real estate; rent, utilities, maintenance and security related to real estate; travel (reimbursable only at rates approved by the Department and in accordance with current City policies, which can be obtained from the Department); project management; development; testing; implementation; maintenance; training; and all other work proposed. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

Successful applicants shall comply with and render all appropriate services in accordance with the Allocation Notice provided by the Department for the contract and in a manner consistent both with the Contract Work Statement authorized and issued by the Department to each successful Applicant along with the Program Activity Forms submitted by each provider. Payments shall not exceed the dollar amount listed on the Contract Work Statement, which can

be changed, altered, or revised without amending the Contract. Said changes, alterations, or revisions shall affect and be binding only on the individual provider specified in a Work Statement. Any change to the dollar amount in the Contract requires an Amendment to the Contract, which must be signed by each provider who is a party to the Contract.

Funding restrictions are as follows:

1. Successful Applicants are required to maximize service reimbursement available from private insurance, Medicaid, Medicare, and other third-party sources.
2. Applicants must be certified to receive Medicaid payments or have documentation of efforts underway to obtain certification on a timeline approved by the Department. Certification must be obtained for Medicaid eligible services by the contract start date.
3. Ryan White funds should be considered Payer of Last Resort.
4. Successful Applicants are required to track and report all sources of service reimbursement as Program Income, which must be used to further HIV program objectives.
5. Pre-award costs are not eligible for reimbursement.
6. Successful Applicants may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
7. Successful Applicants may not generally use funding for the purchase of furniture or equipment. Any such proposed spending must be identified and justified in the budget.
8. Successful Applicants must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
9. Successful Applicant(s) may not use funds for the purchase of medications, treatment vaccinations, or other medicines.
10. Allowable costs are limited to: (a) personnel; (b) fringe benefits; (c) equipment; (d) travel (local); (e) supplies; (f) contractual; and (g) indirect costs for providers with a documented Federal negotiated indirect cost rate up to 9.2%. Rent and utilities are considered administrative costs and are subject to the 9.2% cap. For Outpatient/Ambulatory Medical Care proposals, laboratory costs should be included under the supplies line item and providers should ensure adequate funds are available to cover the laboratory costs of uninsured patients.
11. Unallowable costs as defined by Federal National Monitoring Standards and HRSA Policy Notice 10-02: Eligible Individuals and Allowable Uses of Funds for Discretely Defined Categories of Services as follows: (a) funds may not be used to purchase or improve land, or

to purchase, construct, or make permanent improvement to any building; (b) funds may not be used for cash payments to service recipients¹; (c) funds may not be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual; (d) funds may not be used to purchase vehicles without the written approval of the Department and the Federal Grants Management Officer; (e) funds may not be used for non-targeted marketing promotions or advertising about HIV services that target the general public, including but not limited to poster campaigns for display on public transit and TV or radio public service announcements; (f) funds may not be used for broad-scope awareness activities about HIV services that target the general public; (g) funds may not be used for outreach activities that have HIV prevention education as their exclusive purpose; (h) funds may not be used to influence or attempt to influence Members of Congress or other Federal personnel; (i) funds may not be used for foreign travel; (j) funds may not be used to purchase clothing; (k) funds may not be used to support employment, vocational, or employment-readiness services; (l) funds may not be used for funeral, burial, cremation, or related expenses; (m) funds may not be used to cover a client's Medicare Part D "True Out-Of-Pocket" (TROOP or 'donut hole') costs; (n) funds may not be used for direct maintenance expenses (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees; (o) funds may not be used to pay local or State personal property taxes; (p) funds may not be used to purchase household appliances, pet foods, or other non-essential products; (q) funds may not be used for off-premises social/recreational activities or to pay for a client's gym membership; (r) funds may not be used to support services that are reimbursable under any other program; (s) funds may not be used for research; and (t) funds may not be used for indirect costs with the exception noted in this Request for Proposal.

12. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II, as established by the Federal Consolidated Appropriations Act, 2012 (P.L. 112-74) enacted December 23, 2011, which limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements, including the Ryan White Program. The Executive Level II salary of the Federal Executive Pay scale is \$179,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub-awards/subcontracts under a HRSA grant or cooperative agreement, including funding awarded through this Request for Proposal. As an example of the application of this limitation: If an individual's base salary is \$350,000 per year plus fringe benefits of 25% (\$87,500) and that individual is devoting 50% of their time to this award, their base salary should be adjusted to \$179,700 plus fringe of 25% (\$44,925) and a total of \$112,312.50 may be included in the project budget and charged to the award in salary/fringe benefits for that individual.
13. Medical Case Management proposals should request no more than \$65,000 per full time equivalent (FTE). Each FTE medical case manager is expected to provide 4,800 quarter hours of medical case management per year.

¹ A cash payment is the use of some form of currency (paper or coins). Gift cards with an expiration date provided to service recipients as part of a defined and approved incentive process are not considered to be cash payments.

I. Organization and Personnel Requirements

The proposal must identify all personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. The Department expects the following with respect to successful Applicant's organizational structure and personnel:

1. Applicant organizations must be non-profit organizations with Internal Revenue Service tax exempt status that is in good standing. (During the contracting process for successful Applicants, documentation of current IRS status may be requested.)
2. Applicant organizations must be located in the 9-county Philadelphia eligible metropolitan area.
3. Applicant organizations proposing to deliver Outpatient/Ambulatory Medical Care must currently serve and document the provision of medical care to a significant number of HIV-positive patients. Preference will be given to applicants with patient populations as listed below:

Medical Practice Type	Minimum Size as of October 1, 2012
Adult medical practices in the City of Philadelphia	No less than 200 HIV-positive patients with at least one medical visit in the past year
Adult medical practices in suburban Pennsylvania or New Jersey counties	No less than 100 HIV-positive patients with at least one medical visit in the past year
Pediatric medical practices	No less than 100 HIV-positive patients with at least one medical visit in the past year

4. Physicians proposed to deliver Outpatient/Ambulatory Medical Care should demonstrate continuous professional development by meeting the following qualifications developed by the HIV Medicine Association (HIVMA): (a) in the immediately preceding 36 months, provided continuous and direct medical care, or direct supervision of medical care, to a minimum of 25 patients with HIV; and (b) in the immediately preceding 36 months has successfully completed a minimum of 40 hours of Category 1 continuing medical education addressing diagnosis of HIV infection, treatment for HIV disease and co-morbidities, and/or the epidemiology of HIV disease, and earning a minimum of 10 hours per year; and (c) be board certified or equivalent in one or more medical specialties or subspecialties recognized by the American Board of Medical Specialists or the American Osteopathic Association. An alternative is: in the immediately preceding 12 months, completed recertification in the subspecialty of infectious diseases with self-evaluation activities focused on HIV or initial board certification in infectious diseases; in the 36 months immediately following certification, newly certified infectious disease fellows should be managing a minimum of 25 patients with HIV and earning a minimum of 10 hours of Category 1 HIV-related continuing medical education hours per year. For more information, refer to HIVMA's [*Qualifications for Physicians Who Manage the Longitudinal HIV Treatment of Patients with HIV*](#).
5. Providers proposed to deliver Medical Case Management must possess the following minimum educational requirements: each Medical Case Manager must have a Bachelor's degree in nursing, social work, psychology, sociology, or other related field; or be a

Registered Nurse (RN) in good standing who is licensed to practice in Pennsylvania or New Jersey. All Medical Case Managers must complete at least 20 hours per year of continuing education of which 6 hours must be related to medical issues.

J. Technology Capabilities

Successful Applicants will be responsible for having and using the following technology capabilities and resources in performing the work to be defined by the Department during the contracting phase. The requirements necessary for service reporting include high speed Internet access and Internet Explorer 7 (or higher), for Windows-based computers. All Internet browsers must have Adobe Flash Player 10 (or higher).

Providers must use Ryan White CAREWare, a free, scalable software for managing and monitoring data on HIV clinical and supportive care. It quickly produces Ryan White HIV/AIDS Program Services Reports for meeting reporting requirements. CAREWare securely stores client level data including basic demographics, visits with service providers, and extensive medical information including labs, screenings, medications, and diagnoses. It also contains extensive reporting features for generating standard reports as well as customizable reports for querying all of the data entered on any client. For more information including technology requirements see: <http://www.hab.hrsa.gov/manageyourgrant/careware.html>.

K. Available Information

AIDS Activities Coordinating Office, Philadelphia Department of Public Health:

<http://www.phila.gov/health/AACO/>

Community Standards of Practice for Provision of Quality Health Care Services for Gay, Lesbian, Bisexual, and Transgendered Clients:

<http://www.glbthealth.org/CommunityStandardsofPractice.htm>

Eligible Individuals and Allowable Uses of Funds for Discretely Defined Categories of Services (HRSA Policy Notice 10-02):

<http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html>

Monitoring Standards for Ryan White Part A Grantees: Part A Fiscal Monitoring Standards:

<http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringparta.pdf>

Monitoring Expectations for Ryan White Part A: Part A Program Monitoring Standards:

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringparta.pdf>

Monitoring Standards for Ryan White Part B Grantees: Part B Fiscal Monitoring Standards:

<http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>

Monitoring Expectations for Ryan White Part B: Part B Program Monitoring Standards:

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

Monitoring Standards for Ryan White Part A and B Grantees: Universal Standards (Covers Both Fiscal and Program Requirements):

<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>

National HIV/AIDS Strategy (NHAS): <http://www.aids.gov/federal-resources/policies/national-hiv-aids-strategy/what-is-the-nhas/strategy.html>

National Standards for Culturally and Linguistically Appropriate Services in Health Care: <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>

Office of HIV Planning, City of Philadelphia: <http://hivphilly.org/>

III. Proposal Format, Content, and Submission Requirements; Selection Process

A. Proposal Format

A Notification of Intent to Respond must be submitted by November 1, 2012 using the form provided for this purpose.

Proposals submitted in response to this RFP must include a signed authorization to submit the proposal on behalf of the Applicant (Form 13), as well complete responses to the following in the sections and order indicated, including all other Forms. A single Applicant organization may apply to provide both Outpatient/Ambulatory Medical Care and Medical Case Management, but separate and complete responses are required for the service proposed. Separate proposals must be submitted for each service.

Applications must be submitted using 12 point font, one inch margins, one-sided, on 8.5 x 11 inch paper. The total number of pages for narrative items 1 – 5 may not exceed 15 pages. Additional pages may be used as necessary for items 6 – 14. All required forms must be placed at the end of the application in the order indicated, with two exceptions: place the Cover Page and Proposal Submission Checklist at the beginning of the proposal.

An Original and ten (10) photocopies must be submitted. Include all required items. For the narrative, use the same numbering system presented below. If a question does not apply, include the item and state “Not applicable” in the appropriate location. Do not include the information below regarding page limitations and points that appears in *italics* below.

Cover Page (*use the attached Form*)

Proposal Submission Checklist (*use the attached Form*)

1. Introduction/Executive Summary (*1 page maximum*)

- a. Indicate which service is proposed, the County of the Philadelphia EMA in which the proposed service will be delivered, and the amount of funding requested.
- b. Indicate the number of clients to be served within a 12-month period.
- c. Indicate the number of medical visits proposed (if applying for Outpatient/Ambulatory Medical Care) or the number of quarter hours of case management proposed (if applying for Medical Case Management).

- d. Summarize briefly the race, gender, age, location of residence, and insurance status of the populations to be served.
- e. Indicate the number and type of individual providers proposed to deliver the service.
- f. Indicate whether the Applicant is applying for any other service and provide a brief justification.

2. Applicant Profile (3 pages maximum, 10 points)

- a. State the Applicant's name, primary business address, service delivery address (or addresses); main telephone number, website address, and Federal employer identification number (FEIN).
- b. Provide a primary contact for the Applicant, including name; job title; degree(s); work address; direct telephone, mobile, and fax numbers; and work email address. This must match the same information provided on the Cover Page.
- c. Indicate the Applicant's organizational type (e.g., free-standing non-profit, subsidiary non-profit, unincorporated project of another non-profit organization); whether registered to do business in Philadelphia, suburban Pennsylvania, or suburban New Jersey; number of years delivering the proposed services to the target population; current mission statement and date of its most recent revision.
- d. Indicate if the applicant organization is certified to bill Medicaid. If the applicant is a medical provider indicate if the applicant bills Medicaid as a primary care practice or a specialty practice. Indicate if the applicant is a Federally Qualified Health Center or Look-Alike and the date of Federal designation.
- e. Indicate if pharmacy and diagnostic/laboratory services are available on-site. If not on-site, briefly explain how clients obtain prompt access to pharmacy and diagnostic/laboratory services.
- f. Describe the degree to which the organization's governing body, executive leadership and program staff reflects the target population.
- g. Summarize the Applicant's policies and procedures regarding cultural competence and language access and how they are assured in the delivery of HIV services.
- h. Describe up to 3 cultural/linguistic barriers to care currently experienced by people served by the Applicant and how the Applicant addresses each barrier.
- i. If applicable, state the intention to use subcontractor(s) to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor; a description of the work Applicant intends the named subcontractor to provide; the dollar amount of the subcontract; and whether the subcontractor can assist with fulfilling goals for inclusion of minority-, women, or disabled-owned businesses or

disadvantaged businesses as stated in Appendix X. Otherwise, state “Not applicable.” Indicate if proposed subcontractors are non-profit organizations.

Complete the following forms:

Form 1: Current Year Annual Operating Budget

Form 2: Agency Demographic Profile

Form 3: Board of Directors

3. Project Understanding (1 page maximum, 5 points)
 - a. Provide a brief narrative statement that confirms the Applicant understands, and agrees to provide, the services sought by this RFP.
 - b. Describe how the Applicant’s business experience will benefit the project.
4. Proposed Scope of Work (5 pages maximum, 45 points)

For Outpatient/Ambulatory Medical Care proposals only

- a. Describe how HIV medical care will be delivered to the target population.
- b. Indicate the number and type of clients (by age, sex, race/ethnic group, income level, and location of residence and other relevant factors) proposed to be served in a 12-month period.
- c. Indicate the number and type of medical visits to be delivered with Department funding
- d. Describe how Department funding awarded through this RFP will be used in coordination with other funding, including Medicaid, Ryan White Program Part C, Ryan White Part D, and other third-party payers. Describe how the applicant ensures Ryan White funds are payer of last resort.
- e. Describe the specific locations and where clients will receive the proposed service and the hours of operation. This information must match Form 5.
- f. Describe barriers experienced by the target population to accessing the proposed service.
- g. State the specific activities proposed to address these barriers.
- h. Describe strategies and partnerships to identify individuals with HIV and AIDS who are unaware of their HIV/AIDS status, and connect HIV positive individuals to HIV medical care.
- i. Describe how the Applicant collaborates with HIV prevention, testing, and key points of access to assure that recipients of the proposed service are linked to other needed services.

- j. Describe how the clinical team will interface with medical case managers assigned to their patients.

Complete the following forms:

Form 4: Proposal Services Summary

Form 5: Proposed Services Sites

Form 6: Medicaid Certification and Program Income

Form 7: Proposed Annual Project Budget

Form 8: Budget Narrative

For Medical Case Management proposals only

- a. Describe how each required element will be delivered: initial assessment of service needs; development of a comprehensive, individualized care plan; coordination of services required to implement the plan; continuous client monitoring to assess the efficacy of the plan; and periodic re-evaluation, adaptation of the plan at least every 6 months, as necessary during the enrollment of the client.
- b. Indicate the number and type of clients (by age, sex, race/ethnic group, income level, and location of residence and other relevant factors) proposed to be served in a 12-month period.
- c. Indicate the number of quarter hours of service that will be delivered with Department funding.
- d. Describe how Department funding awarded through this RFP will be used in coordination with other funding, including Medicaid, Ryan White Program Part C, Ryan White Part D, and other third-party payers. Describe how the applicant ensures Ryan White funds are payer of last resort.
- e. Describe the specific locations where clients will receive the proposed service and the hours of operation. This information must match Form 5.
- f. Describe how clients are linked to and retained in HIV medical care.
- g. Describe how medical case managers operate as part of the client's clinical care team.
- h. Describe how clients are identified to be non-adherent to treatment and what steps are taken to address treatment adherence.
- i. Describe how Medical Case Managers will monitor and track the extent to which services other than medical case management to which clients are referred are received.
- j. Describe how clients are screened for eligibility for non-Ryan White benefits programs

and how clients are assisted in enrollment in these programs.

- k. Describe barriers experienced by the target population to accessing the proposed service.
- l. State the specific activities proposed to address these barriers.
- m. Describe how the Applicant collaborates with HIV prevention, testing, and key points of access to assure that recipients of the proposed service are linked to other needed services.
- n. Describe strategies and partnerships to identify individuals with HIV and AIDS who are unaware of their HIV/AIDS status, and connect HIV positive individuals to HIV medical care.
- o. Describe how Department funding awarded through this RFP will be used in coordination with other funding, including Medicaid, Ryan White Program Part C, Ryan White Part D, and other third-party payers. Describe how the applicant ensures Ryan White funds are payer of last resort.

Complete the following forms:

Form 4: Proposal Services Summary

Form 5: Proposed Services Sites

Form 6: Medicaid Certification and Program Income

Form 7: Proposed Annual Project Budget

Form 8: Budget Narrative

5. Statement of Qualifications; Relevant Experience (5 pages maximum; 40 points)

For Outpatient/Ambulatory Medical Care proposals only

- a. Provide a statement of qualifications and capability to deliver the service, including a description of relevant experience, and complete the relevant row of the chart below.

Medical Practice Type	Number of HIV-positive patients with at least one medical visit in the period 7/1/11 – 6/30/12
Adult medical practice in the City of Philadelphia	
Adult medical practice in suburban Pennsylvania or New Jersey counties	
Pediatric medical practice	

- b. Describe the proposed staffing and supervision plan, including the number of full-time equivalent (FTE) employees, and using the chart below provide the names of providers with prescribing privileges (including physicians, physician assistants, nurse practitioners) delivering services, and their qualifications.

Name and degree of prescribing provider	Ongoing caseload size in past 24 months	Board certifications	Hours of continuing medical education in the past 12 months
<i>Add rows as needed</i>			

- c. Describe the Applicant’s capacity to implement client-level data collection and data entry.
- d. Describe your agency’s current security and confidentiality procedures.
- e. Describe the Applicant’s plan for ongoing training for data collection and data entry.
- f. Describe how consumers of services are involved in planning, implementation, and evaluation of the proposed service.
- g. Describe results the Applicant has achieved providing HIV/AIDS services supported by contracts with the Department, including the time period involved, and the extent to which objectives were met.
- h. Indicate specific past performance using the chart below.

Measure	Calendar Year 2011	7/1/11 – 6/30/12
1. Percentage of clients with HIV infection who had 2 or more medical visits in an HIV care setting in the measurement year		
2. Percentage of adults with HIV infection who had a test for syphilis performed in the measurement year		
3. Percentage of women with HIV infection who had a cervical cancer screening in the measurement year		
4. Percentage of clients with HIV infection who had 2 or more viral loads performed in the measurement year.		
5. Percentage of clients with HIV infection who received HIV adherence counseling within the measurement year		
6. Percentage of clients with HIV infection who received HIV risk counseling within the measurement year		
7. Percentage of patients with undetectable viral load		

For providers currently funded by AACO to deliver this service, your agency’s data in this table will be provided by AACO based on reports previously submitted to AACO. New providers should submit data from their own sources and describe the data sources used.

- i. Describe quality management activities including staff responsibilities for quality management.
- j. Briefly describe two examples of how improvements were made to HIV/AIDS medical services provided by your agency.

For Medical Case Management proposals only

- a. Provide a statement of qualifications and capability to deliver the service, including a description of relevant experience.
- b. Describe the proposed staffing and supervision plan, including the number of full-time equivalent (FTE) employees and their qualifications for these positions.
- c. Describe the Applicant's capacity to implement client-level data collection and data entry.
- d. Describe your agency's current security and confidentiality procedures.
- e. Describe the Applicant's plan for ongoing training for data collection and data entry.
- f. Describe how consumers of services are involved in planning, implementation, and evaluation of the proposed service.
- g. Describe results the Applicant has achieved providing HIV/AIDS services supported by contracts with the Department, including the time period involved, and the extent to which objectives were met.
- h. Indicate specific past performance using the chart below

Measure	Calendar Year 2011	1/1/12 – 6/30/12
Percentage of clients referred to an HIV medical case management provider who had a face-to-face case management visit within 8-10 weeks of the referral from the AACO Client Services Unit		
Percentage of HIV-infected medical case management clients who had an HIV medical visit within the period 120 days prior to through 70 days after the initial medical case management referral date from AACO.		

For providers currently funded by AACO to deliver this service, your agency's data in this table will be provided by AACO based on reports previously submitted to AACO. New providers should submit relevant data from their own sources and describe the data sources used.

- | |
|---|
| <ul style="list-style-type: none">i. Describe quality management activities including staff responsibilities for quality management.j. Briefly describe two examples of how improvements were made to HIV/AIDS services provided by your agency. |
|---|

6. Proposed Subcontractors (1 page if needed)

State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses as stated in Appendix B.

7. Requested Exceptions to Contract Terms (1 page if needed)

State exceptions, if any, to City Contract Terms that Applicant requests, including the reasons for the request and any proposed alternative language. (See Section III.B for more information.)

8. Solicitation for Participation and Commitment Form

All Applicants must indicate “See Form 9” and attach a complete Solicitation for Participation and Commitment Form. (See Section III.D for more information.)

9. Tax and Regulatory Status and Clearance Statement (1 page if needed)

Complete Form 10: City of Philadelphia Tax Status and Clearance Statement for Applicants. Include a statement attesting to Applicant’s tax and regulatory compliance with the City. (See Section III.E for more information.)

10. Disclosure of Litigation; Disclosure of Administrative Proceedings (1 page)

State, for the 5-year period preceding the date of this RFP, a description of any judicial or administrative proceeding that is material to Applicant’s business or financial capability or to the subject matter of this RFP, or that could interfere with Applicant’s performance of the work requested by this RFP, including, but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, State or Federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner of Applicant’s organization, and for any subcontractor Applicant plans to use to perform the services described in this RFP.

11. Statement of Financial Capacity (1 page)

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Consider providing one or more of the following: Summarize the following as needed and attach Form 11: Statement of Financial Capacity.

- a. General statement of the Applicant's financial condition;
- b. Applicant's most recent audited or unaudited financial statements;
- c. Disclosure of any bankruptcy filings over the past five years;
- d. Most recent IRS Form 990 (for non-profit organizations only).

Submit Form 11: Statement of Financial Capacity

12. Disclosure Requirements

Before any contract can be initiated applicant must disclose all information required under Chapter 17-1400 of the Philadelphia Code, including any local and State political campaign contributions, on the forms provided through eContract Philly at <https://secure.phila.gov/eContract/> Note this site requires Internet Explorer 5.0 or greater running on Microsoft Windows to ensure full functionality.

13. Defaults (pages as needed)

Provide a description, in detail, of any situation occurring within the past five (5) years in which the Applicant, or a joint venture or partnership of which Applicant was a part, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by Applicant to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance or the individual who managed the contract for that party.

14. Other

Provide completed (including appropriate original signatures) for Form 12: Grievance Agreement; Form 13: Agency Authorization; and Form 14: Proposal Submission Checklist.

B. Notice to Applicants to State Requested Exceptions to Contract Terms in Proposal

The City's standard contract terms and conditions for services of the type sought by this contracting opportunity (Contract Terms) are set forth in the General Provisions attached to this RFP as Appendix A. By submitting a proposal in response to this contract opportunity, the Applicant agrees that, except as provided herein, it will enter into a contract with the City containing substantially the Contract Terms.

Applicants must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Contract Terms in a separate section of the proposal entitled "Requested Exceptions to Contract Terms." For each Requested Exception, the Applicant must identify the pertinent Contract Term by caption and section number, state the reasons for the request, and propose alternative language or terms. Requested Exceptions to the

City's Contract Terms will be approved only when the City determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Applicant agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Applicant's proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

If, after the City issues its Notice of Intent to Contract to an Applicant, the Applicant seeks Requested Exceptions to Contract Terms that were not stated in its proposal, the City may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Applicants if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms.

C. Health Insurance Portability and Accountability Act (HIPAA)

The work to be provided under any contract issued pursuant to this RFP may be subject to the Federal Health Insurance Portability and Accountability Act (HIPAA), as amended, and/or other State or Federal laws or regulations governing the confidentiality and security of health information. The selected Applicant must comply with the "Terms and Conditions Relating to Protected Health Information" which are posted on the City's website at <https://secure.phila.gov/eContract/> under the "About" link and which will be incorporated into the contract. This site requires Internet Explorer 5.0 or greater running on Microsoft Windows to ensure full functionality.

D. Office of Economic Opportunity – Participation Commitment

Each Applicant is subject to the provisions of Mayoral Executive Orders 02-05 and 14-08 for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in Executive Orders 02-05 and 14-08. While there are no specific participation ranges established for this RFP, Applicants are required to exercise "Good Faith Efforts" to provide meaningful opportunities for the participation of M/W/DSBEs in their proposals. The City's Antidiscrimination Policy for City Contracts explains these requirements in more detail in Appendix B to this RFP, which also contains the "Solicitation for Participation and Commitment Form."

E. The Philadelphia Tax and Regulatory Status and Clearance Statement

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in The Philadelphia Code. To assist the City, through its Department of Revenue and

Department of Licenses and Inspections, in determining this status, each Applicant is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix C).

If the Applicant is not in compliance with the City's tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Applicants will not be eligible for award of the contract contemplated by this RFP.

The selected Applicant will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Applicants are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

If an Applicant or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.² Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License³ may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register" or "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

F. Certification of Compliance with Equal Benefits Ordinance

If this RFP is a solicitation for a "Service Contract" as that term is defined in Philadelphia Code Section 17-1901(4) ("A contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods. The term does not include any contract with a governmental agency."), and will result in a Service Contract in an amount in excess of \$250,000, pursuant to Chapter 17-1900 of The Philadelphia Code, the successful Applicant shall, for any of its employees who reside in the City, or any of its employees who are non-residents

² Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

³ Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

subject to City wage tax under Philadelphia Code Section 19-1502(1)(b), be required to extend the same employment benefits the successful Applicant extends to spouses of its employees to life partners of such employees, absent a waiver by the City under Section 17-1904. By submission of their Proposals in response to this RFP, all Applicants so acknowledge and certify that, if awarded a Service Contract pursuant to this RFP, they will comply with the provisions of Chapter 17-1900 of The Philadelphia Code and will notify their employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a Service Contract subject to Chapter 17-1400 and prior to execution of the Service Contract by the City, the successful Applicant shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the successful Applicant does not provide employment benefits to the spouses of married employees. The successful Applicant's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Applicant against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of the any Service Contract resulting from this RFP.

G. Application Submission Requirements

In order to be eligible for award of the contract opportunity described in this RFP, complete proposals must be received and time stamped by PDPH personnel no later than Monday, November 19, 2012 at 12 o'clock noon local time.

An Original and ten (10) copies must be submitted.

Applicants may submit proposals one of two ways:

1. Through Friday, November 16, 2012 at 5:00 pm local time (first business day before the due date) proposals will be accepted by PDPH, through a commercial shipper, at the following address:

Ms. Jane Baker
Director
AIDS Activities Coordinating Office
Philadelphia Department of Public Health
1101 Market Street, 9th Floor
Philadelphia, PA 19107
Attn: HIV Prevention RFP

PDPH will not provide receipts. Applicants are responsible for assuring that proposals are documented as received by PDPH on or before the due date for this opportunity.

2. Between 9:00 am and 12:00 o'clock noon on Monday, November 19, 2012, PDPH will accept hand-delivered submission at the following location:

AIDS Activities Coordinating Office
Philadelphia Department of Public Health
1101 Market Street, 9th Floor
Philadelphia, PA 19107
Attn: HIV Prevention RFP

Upon submission of proposals, PDPH will provide receipts to Applicants to document the time of delivery.

NOTICE

- At 12:01 pm on Monday, November 19, 2012, the opportunity to submit proposals in response to this RFP will close.
- Applicants are strongly urged to submit proposals *prior to* the last hour (11:00 am to 12:01 pm).
- PDPH reserves the right to determine if a proposal has been submitted on time.

H. Selection Process

The City will base its selection on criteria that include, but are not limited to:

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
4. Superior quality, efficiency and fitness of proposed solution for City Department
5. Superior skill and reputation, including timeliness and demonstrable results
6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
7. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women
8. Lower cost
9. Administrative and operational efficiency, requiring less City oversight and administration
10. Anticipated long-term effectiveness
11. Meets prequalification requirements

Additional selection criteria appear below.

- Accessibility of services to underserved populations and geographic areas.
- Numbers of uninsured individuals to be served.

IV. Proposal Administration
A. Procurement Schedule

Item	Date
RFP Posted	October 9, 2012
Pre-Proposal Meeting	October 29, 2012
Letter of Intent Due	November 1, 2012
Proposals Due	November 19, 2012
Applicant Site Visits (if appropriate)	November – December 2012
Notice of Award(s) Announced	February 2013
Contract Award and Execution	Beginning February 2013
Commencement of Work for Part A funded awards	March 1, 2013
Commencement of Work for Part B funded awards	April 1, 2013 or July 1, 2013
Commencement of Work for City General Revenue funded awards	July 1, 2013

The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule. Notice of changes in the pre-proposal meeting date/time or location, the due date for Applicant questions, and the date for proposal submission will be posted on the City’s website at <http://www.phila.gov/rfp/>. The other dates/times listed may be changed without notice to prospective Applicants.

B. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to Coleman Terrell, Health Program Administrator at Coleman.Terrell@phila.gov no later than 5 PM November 5, 2012, and may not be considered if not received by then. The City will respond to questions it considers appropriate to the RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the City’s website at <http://www.phila.gov/rfp/>. Responses posted on the City’s website become part of the RFP upon posting. The City reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any Applicant question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

C. Pre-Proposal Conference, Site Visits, Inspection of Materials

A pre-proposal meeting to review the requirements of this RFP will be held in Philadelphia, Pennsylvania on October 29, 2012, starting at 2 PM, at the following location: 1101 Market St., 11th Floor Conference Center, Philadelphia, PA 19107.

The City believes that attendance at the pre-proposal meeting is essential for successful participation in this RFP procurement and expects every Applicant to attend. The City reserves the right, in its sole discretion, to reject without evaluation the proposal of any Applicant that does not attend the meeting.

D. Term of Contract

It is anticipated that the initial term of the Contract shall commence on March 1, 2013 (the “Initial Term”) and, unless sooner terminated by the City pursuant to the terms of the Contract,

shall expire up to twelve months thereafter, on February 28, 2014. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one-year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

V. General Rules Governing RFPs/Proposals; Reservation of Rights and Confidentiality

A. Revisions to RFP

The City reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on <http://www.phila.gov/rfp/>. It is the Applicant’s responsibility to check the website frequently to determine whether additional information has been released or requested.

B. City Employee Conflict Provision

City of Philadelphia employees and officials are prohibited from submitting a proposal in response to this RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

C. Proposal Binding

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant’s refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant’s proposal may, in the City’s sole discretion, result in rejection of Applicant’s proposal.

D. Contract Preparation Fee

Pursuant to Chapter 17-700 of The Philadelphia Code, the successful Applicant must generally pay a contract preparation fee. Regulations promulgated by the City Solicitor currently establish the following schedule of fees for preparation of the initial contract and subsequent amendments, based upon the amounts involved and whether the successful Applicant is a for-profit or nonprofit entity:

Amount of Contract or Amendment	For-Profit Fees		Non-Profit Fees	
	Contract	Amendment	Contract	Amendment
\$0-\$30,000	\$50	\$50	\$50	\$50
\$30,001-\$100,000	\$200	\$170	\$100	\$85
\$100,001-\$500,000	\$500	\$340	\$200	\$170
\$500,001-\$1,000,000	\$900	\$520	\$300	\$260
Over \$1,000,000	\$1,500	\$1,000	\$500	\$500

In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental entities are exempt from the fees. The Law Department reserves the right to collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Applicant.

E. Reservation of Rights

By submitting its response to this notice of contract opportunity as posted on <http://www.phila.gov/rfp/>, the Applicant accepts and agrees to this Reservation of Rights. The

term “notice of contract opportunity,” as used herein, means this RFP and includes all information posted online in relation to this “New Contract Opportunity” as published on <http://www.phila.gov/rfp/>, including, without limitation, the information posted for this opportunity and including in addition to this RFP, any other document linked to <http://www.phila.gov/rfp/> or otherwise displayed on or linked to this notice of contract opportunity.

1. This Notice of Contract Opportunity

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

- a. To reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final contract;
- b. To issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in this or a previous notice of contract opportunity;
- c. To issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in this or a previous notice of contract opportunity in order to obtain additional proposals or for any other reason the City determines to be in the City’s best interest;
- d. To extend this notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline or for any other reason the City determines to be in the City’s best interest;
- e. To supplement, amend, substitute or otherwise modify this notice of contract opportunity at any time prior to issuing a notice of intent to contract to one or more Applicants;
- f. To cancel this notice of contract opportunity at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued, with or without issuing, in the City’s sole discretion, a new notice of contract opportunity for the same or similar services;
- g. To do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on <http://www.phila.gov/rfp/>

2. Proposal Selection and Contract Negotiation

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:

- a. To reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this notice of contract opportunity, does not comply with applicable law (including, without limitation, Chapter 17-1400 of The Philadelphia Code), is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this notice of contract opportunity, or if the City determines it is otherwise in the best interest of the City to reject the proposal;
- b. To reject any proposal if, in the City’s sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with the City or with others; is delinquent, and has not made arrangements satisfactory to the City, with respect to the payment of City taxes or taxes collected by the City on behalf of the School District of Philadelphia, or other indebtedness owed to the City; is not in compliance with City regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;

- c. To waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections 1) and 2) preceding, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;
- d. To require, permit or reject, in the City's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;
- e. To issue a notice of intent to contract and/or execute a contract for any or all of the items in any proposal, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;
- f. To enter into negotiations with any one or more Applicants regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract, whether or not a notice of intent to contract has been issued to any Applicant and without reissuing this notice of contract opportunity;
- g. To enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Applicants of the changes or affording them the opportunity to revise their proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest;
- h. To discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
- i. To rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an Applicant, and to issue or not issue a notice of intent to contract to the same or a different Applicant and enter into negotiations with that Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
- j. To elect not to enter into any contract with any Applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing this notice of contract opportunity, if the City determines that it is in the City's best interest to do so;
- k. To require any one or more Applicants to make one or more presentations to the City at the City's offices or other location as determined by the City, at the Applicant's sole cost and expense, addressing the Applicant's proposal and its ability to achieve the objectives of this notice of contract opportunity;
- l. To conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);
- m. To inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;
- n. To conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as the City, in its sole discretion, deems necessary or appropriate; and,
- o. To do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on <http://www.phila.gov/rfp/>.

3. Miscellaneous

- a. Interpretation; Order of Precedence. In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.
- b. Headings. The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

F. Confidentiality and Public Disclosure

The successful Applicant shall treat all information obtained from the City which is not generally available to the public as confidential and/or proprietary to the City. The successful Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Applicant agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By submission of a proposal, Applicants acknowledge and agree that the City, as a municipal corporation, is subject to State and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by an Applicant's assertion of confidentiality and/or proprietary data.

APPENDIX A

**CITY OF PHILADELPHIA
PROFESSIONAL SERVICES CONTRACT
GENERAL PROVISIONS**



THE CITY OF PHILADELPHIA
PROFESSIONAL SERVICES CONTRACT
GENERAL PROVISIONS
FOR
DEPARTMENT OF PUBLIC HEALTH SERVICES

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GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

1.1 **ADA.** “ADA” shall have the meaning set forth in Section 14.5 (Americans with Disabilities Act) below.

1.2 **Additional Services and Materials.** “Additional Services and Materials” shall have the meaning set forth in Section 3.3 (Additional Services and Materials; Change in Scope of Services) below.

1.3 **Additional Term, Additional Terms.** “Additional Term” and “Additional Terms” shall have the meanings set forth in Section 2.2 (Additional Terms) below.

1.4 **Appropriated Fiscal Year.** “Appropriated Fiscal Year” shall have the meaning set forth in Section 5.3 (Crossing Fiscal Years) below.

1.5 **Amendment.** “Amendment” means a written modification or change to any Contract Document signed by both Parties.

1.6 **Applicable Law.** “Applicable Law” means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth and the United States of America. Applicable Law includes, without limitation, the Philadelphia Home Rule Charter, as amended from time to time, The Philadelphia Code, as amended from time to time, and each of the specific laws set forth in Article XIV (Terms and Conditions Relating to Certain Applicable Laws) below, each as amended from time to time.

1.7 **Applicant.** “Applicant” means a Person who has filed an application to be awarded a Non-Competitively Bid Contract.

1.8 **Certification of restrictions on Lobbying.** “Certification of Restrictions on Lobbying,” if required in the Provider Agreement, means a certificate in the form attached to the Provider Agreement.

1.9 **City.** The “City” means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and includes its various executive

and administrative departments, agencies, boards and commissions, including the Department, and its legislature, City Council (defined below). The City is a City of the First Class under the laws of the Commonwealth of Pennsylvania.

1.10 **City Council.** “City Council” means the Council of The City of Philadelphia, as described in Article II of the Philadelphia Home Rule Charter, as it may be amended from time to time. City Council is the legislature of the City.

1.11 **Commissioner.** The “Commissioner” means the Commissioner of the Department of Public Health of the City.

1.12 **Consultant.** “Consultant” means any Person used by Provider to assist in obtaining a Non-Competitively Bid Contract through direct or indirect communication by such Person with any City Agency or any City officer or employee, if the communication is undertaken by such Person in exchange for, or with the understanding of receiving, payment from the Provider or any other Person; provided, however, that “Consultant” shall not include a full-time employee of the Provider.

1.13 **Contract.** The “Contract” means the agreement of the Parties evidenced by the Contract Documents. References to this “Contract” shall mean this Contract as the same may be in effect at the time such reference becomes operative.

1.14 **Contract Cost Principles.** The “Contract Cost Principles,” means the “City of Philadelphia Contract Cost Principles and Guidelines,” as it may be amended from time to time, which specifies the Department’s guidelines for the qualitative and quantitative evaluation of contract services and materials, the determination of allowable costs, and the standards to determine the allowability of individual cost items, (copies are available from the Department upon request).

1.15 **Contract Documents.** The “Contract Documents” means these General Provisions, the Provider Agreement, and any and all other documents or exhibits incorporated by reference in either the General Provisions or the Provider Agreement, and any and all Amendments to any of these documents.

1.16 **Contributions.** “Contributions” shall have the meaning set forth in the Pennsylvania Election Code, 25 P.S. §3241.

1.17 **Department.** The “Department” means the Department of Public Health of the City.

1.18 **Event of Default.** “Event of Default” means those events defined and identified in Section 12.1 (Events of Default) of these General Provisions.

1.19 **Event of Insolvency.** “Event of Insolvency” means (a) the filing of a voluntary

petition by Provider under the Federal Bankruptcy Code or any similar state or federal law; or (b) the filing of an involuntary petition against Provider under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; or (c) Provider's making of an assignment for the benefit of creditors; or (d) the appointment of a receiver for Provider or for the property or assets of Provider, if such appointment is not vacated within forty-five (45) days thereafter; or (e) any other proceeding under any bankruptcy or insolvency law or liquidation law, voluntary or otherwise; or (f) Provider proves unable to pay its obligations as they mature; or (g) Provider is insolvent as otherwise defined under any Applicable Law.

1.20 **Fiscal Year.** "Fiscal Year" means the fiscal year of the City, which commences on July 1 of each calendar year and expires on June 30 of the next succeeding calendar year.

1.21 **Fixed Assets.** "Fixed Assets" means equipment, furnishings, and vehicles with an expected useful life of more than two (2) years and initial unit purchase price exceeding Five Hundred Dollars (\$500.00), except as otherwise mandated by Applicable Law, federal or state funding sources or grant requirements.

1.22 **General Provisions.** "General Provisions" means these "The City of Philadelphia Professional Services Contract General Provisions for the Department of Public Health", which contains the standard provisions required by the City in its professional services contracts for the Department of Public Health, and any exhibits identified in these General Provisions.

1.23 **Independent Audit Report.** "Independent Audit Report" means a report prepared by a Certified Public Accountant who, pursuant to AICPA Professional Standards, is not (a) a member of the board of Provider, (b) an officer or employee of Provider, or (c) a partner, director, officer or employee of a partnership, corporation or association who is a member of the board of Provider, or a director, officer or employee of Provider.

1.24 **Initial Term.** "Initial Term" shall have the meaning set forth in Section 2.1 (Initial Term) below.

1.25 **Interpretation; number, gender.** The words "herein" "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole, including the all of the Contract Documents, and not to any particular article, section, subsection or clause contained in the Contract Documents. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

1.26 **Materials.** "Materials" means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, and other data, computer tapes, computer software, and other tangible work product or materials prepared or

developed by Provider in connection with the Services, or for Provider by a Subcontractor in connection with the Services, and supplied to the City by Provider or its Subcontractor pursuant to this Contract.

1.27 **Modification Notice.** “Modification Notice” means written notice from the City to Provider that informs Provider of the City's intent to modify the maximum daily rate, number of days of care or units of services under this Contract. The Modification Notice operates as an Amendment to this Contract.

1.28 **Non-Competitively Bid Contract.** “Non-Competitively Bid Contract” means a contract for the purchase of goods or services to which the City or a City Agency is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of the Charter, including, but not limited to, a Professional Services Contract, and any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).

1.29 **Party; Parties.** A “Party” means either the City or Provider; the “Parties” means the City and Provider.

1.30 **Person.** “Person” means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

1.31 **Provider.** “Provider” means the Person providing Services and Materials to the City as defined in the heading of the Provider Agreement.

1.32 **Provider Agreement.** The “Provider Agreement” means the instrument, part of the Contract Documents, which sets forth the terms, covenants and conditions specific to Provider's engagement.

1.33 **Responsible Official.** The “Responsible Official” means the director, commissioner or other head of the department.

1.34 **Scope of Services.** “Scope of Services” means the document(s) attached as an exhibit (or as exhibits) to the Provider Agreement, which set(s) forth the Services to be rendered and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are to be provided, and other requirements Provider must satisfy in rendering the Services and providing the Materials.

1.35 **Services.** “Services” means the work to be performed under this Contract as specified in the Provider Agreement.

1.36 **Subcontract.** “Subcontract” means a contract made between Provider and a Subcontractor providing for the completion of some part or parts of the Services or Materials by a Subcontractor.

1.37 **Subcontractor.** “Subcontractor” means a Person performing under a contract with Provider some part of the Services or Materials.

1.38 **Subrecipient Audit Guide.** “Subrecipient Audit Guide” means the document entitled “City of Philadelphia Subrecipient Audit Guide” which specifies the City’s audit requirements, as amended from time to time. (Copies are available in the Office of the Director of Finance of the City).

1.39 **Suspension Notice.** “Suspension Notice” means a written notice from the City to Provider pursuant to Section 13.1 (Termination or Suspension for Convenience) below suspending Provider’s performance under this Contract.

1.40 **Suspension Period.** “Suspension Period” means the period designated by the City in a Suspension Notice during which the City has suspended Provider’s performance under this Contract.

1.41 **Term.** “Term” has the meaning set forth in Section 2.1 (Initial Term) of the Provider Agreement.

1.42 **Termination Notice.** “Termination Notice” means a written notice from the City to Provider pursuant to Section 13.1 (Termination Or Suspension for Convenience) below terminating this Contract.

ARTICLE II: TERM

2.1 **Initial Term.** The initial term (“Initial Term”) of this Contract is set forth in Section 2.1 of the Provider Agreement. In no event shall the Initial Term exceed one (1) year.

2.2 **Additional Terms.** The City may, at its sole option, amend this Contract to add on an annual basis up to three (3) successive one (1) year terms (“Additional Terms”), unless any shorter term (or terms) is specified in the Provider Agreement. Unless otherwise stated in the Provider Agreement, the same terms and conditions applicable in the Initial Term shall be applicable in the Additional Term(s). The City shall give Provider thirty (30) days written notice of its intent to amend this Contract to add an Additional Term prior to each annual Additional Term. Each Additional Term shall be subject to appropriation of funds by City Council for such Additional Term. There shall be no liability or penalty to the City for electing not to amend the term of this Contract to add Additional Terms. Each Additional Term of this Contract shall be deemed to constitute a separate contract, whose term shall not exceed one (1) year.

ARTICLE III: PROVIDER’S DUTIES AND COVENANTS

3.1 **Performance Requirements.** Provider shall provide all Services and Materials in accordance with this Contract and applicable professional standards. All payments to Provider are contingent upon satisfactory performance of the terms and conditions set forth in this Contract, as determined by the Commissioner in his or her sole discretion.

3.2 **Compliance with Applicable Law.** Provider shall comply with the requirements of all Applicable Law with respect to Provider's activities, Services, Materials and facilities used in connection with any aspect of this Contract. Provider shall inform the Commissioner, in writing, of any notices of violations of any Applicable Law within forty-eight (48) hours of Provider's receipt thereof, and shall correct any violations within the time prescribed by law, or immediately in the case of any emergency.

3.3 **Additional Services and Materials; Change in Scope of Services.** Except as set forth in Section 5.7 below, any time during the Term of this Contract, the City may, by written change order or request delivered by notice to Provider, make changes to the Scope of Services under this Contract, and the Parties will, if appropriate, negotiate an adjustment in compensation, subject to appropriation of funds therefore by City Council, if necessary. Provider shall not commence to perform or provide, and the City shall not pay for, any services or materials not included in this Contract (the "Additional Services and Materials") unless and until Provider receives written pre-authorization (by change order or other request) from the Commissioner that specifies the Additional Services and Materials to be provided. In no event shall the rates charged by Provider for said Additional Services and Materials exceed the lowest of (a) Provider's then current standard rates for such Services or Materials, (b) such rates as the City and Provider may have negotiated for this Contract, as set forth in the Provider Agreement, or (c) the lowest rate or rates that Provider may then be charging to other purchasers of like Services and Materials. If Provider requests changes to the Scope of Services, Provider must demonstrate to the satisfaction of the City, in its sole discretion, that the changes are necessary and not due to the acts or omissions of Provider. The City shall pay Provider additional compensation above the limit set forth in the Provider Agreement only if and when an Amendment to this Contract is duly executed by the Parties. The City shall have no responsibility or liability whatsoever for any fee, or for costs incurred by Provider for any services, materials or other costs or expenses, other than the Services and Materials and any duly approved Additional Services and Materials.

3.4 **Responsibility.**

(a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, without additional compensation, correct any errors, defects, deficiencies or omissions in Provider's Materials and Services.

(b) The City's review, approval or acceptance of, or payment for, any of the Materials and Services required under this Contract shall not constitute any representation, warranty or guaranty by the City as to the substance or quality of the matter reviewed, approved or

accepted and shall not be construed to operate as a waiver or estoppel of any of the City's rights or privileges under this Contract or of any cause of action arising out of the performance of this Contract. No Person shall have any right to rely in any way on the City's review, approval or acceptance of Provider's Services or Materials. Provider shall be and remain liable in accordance with this Contract and Applicable Law for all damages to the City caused by Provider or the Services or Materials provided by Provider. Review, approval or acceptance by the City or the Commissioner under this Contract shall not constitute or be construed to constitute approval otherwise required by any City department, board, commission, or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority or police powers under Applicable Law.

(c) Without limiting Provider's responsibility as set forth above, if any act or omission of Provider or error or deficiency or omission in the Services or Materials provided by Provider requires any change in the Scope of Services or any portion thereof, Provider shall promptly complete such change at no additional cost to the City.

3.5 **Subcontracts.**

(a) Provider shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, in whole or in part, without on each occasion first obtaining the written consent of the Commissioner.

(b) Provider shall submit to the Commissioner copies of all proposed Subcontract(s) to be entered into by Provider, along with Provider's written request for the City's consent. All such Subcontracts must specify that:

- (1) work performed by Subcontractor shall be in conformity with the terms of this Contract;
- (2) nothing contained in such Subcontract shall be construed to impair the rights of the City under this Contract;
- (3) the City's consent to or approval of any Subcontract shall not create any obligation of the City to any Subcontractor;
- (4) nothing contained in such Subcontract, or under this Contract, shall create any obligation of the City to any Subcontractor;
- (5) the City shall be expressly designated a third party beneficiary of the Subcontract;
- (6) upon request by the City (at the City's sole option) and upon receipt of written notice from the City stating that this Contract between the City and Provider has been terminated, Subcontractor agrees that it

will continue to perform its obligations under the Subcontract for the benefit of the City in conformity with the terms and conditions of this Contract, provided the City pays Subcontractor for the Services rendered and Materials provided by Subcontractor from and after the date of the termination of this Contract between the City and Provider at the same rate or in the same amount as set forth in the Subcontract for those Services and Materials provided by Subcontractor after such date of termination;

- (7) Subcontractor shall be bound by the same terms, covenants and conditions as Provider under this Contract; including, without limitation, confidentiality, maintenance and preservation of records, and audit by government representatives, under this Contract;
- (8) Subcontractor shall, effective on the date of the Subcontract, presently, fully and unconditionally assign, transfer and set over to the City all of Subcontractor's right, title and interest in and to any sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the Subcontract or this Contract, and Subcontractor shall covenant and agree that, (i) other than as directed by the City, it will not file a claim for refund for any sales or use tax which is the subject of this assignment; and (ii) the City, in its own name or in the name of Subcontractor, may file a claim for a refund of any sales or use tax covered by this assignment;
- (9) Subcontractor shall not be indebted to the City (to satisfy this requirement, Provider shall include subsection 4.1(g) (No Indebtedness to the City) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract);
- (10) Subcontractor shall comply with Section 17-400 of The Philadelphia Code (to satisfy this requirement, Provider shall include subsection 14.2 (a) (The Philadelphia Code, Section 17-400) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract); and
- (11) Subcontractor shall comply with Section 17-104 of The Philadelphia Code (to satisfy this requirement, Provider shall include subsection 14.6 (b) (The Philadelphia Code, Section 17-104) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant

to this Contract).

- (12) Subcontractor is not and shall not become suspended or debarred by the Commonwealth, any other state or the federal government throughout the term of the Subcontract.
- (13) Subcontractor shall comply with Section 4.1 (k) below, if applicable.

(c) No permitted Subcontract shall relieve Provider of any obligation under this Contract. Provider shall be as fully responsible for the acts and omissions of its Subcontractors and Persons either directly or indirectly employed or retained by them as it is for the acts and omissions of Provider and Persons directly or indirectly employed or retained by Provider.

(d) Any purported Subcontract made in violation of this Section or of any other Section in this Contract shall be null and void.

(e) City-Related Agencies.

- (1) If Provider is a City-Related Agency, as defined at Philadelphia Code Subsection 17-1401(9), Provider shall abide by the provisions of Philadelphia Code Section 17-1400 in awarding any contract(s) pursuant to this Contract as though such contracts were directly subject to the provisions of Section 17-1400, except that the exception set forth at Subsection 17-1406(8) shall apply to Provider as if Provider were listed in that subsection.
- (2) Unless approved by the City to the contrary, any approvals required by the Philadelphia Code Section 17-1400 to be performed by the City Solicitor shall be performed by Provider by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed by Provider by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by Provider by its Executive Director.

3.6 **Relationship with the City.** Neither Provider's personnel nor any Subcontractor personnel shall be employees of the City. Provider shall notify the City of any Provider personnel or any Subcontractor personnel who have any employment or other contractual relationship or agency relationship with the City.

3.7 **Time Frame for Submissions.** Provider shall perform any and all Services and shall submit any and all Materials required by this Contract within the time frames set forth in the Scope of Services attached as an exhibit to the Provider Agreement or as mutually agreed upon in writing by the City and Provider. Absent any such written time frames, Provider shall perform

its obligations under this Contract diligently and promptly and in any and all events before the scheduled expiration of the Term.

3.8 **Substance Abuse.** If this Contract is funded in whole or in part by the Commonwealth Office of Drug and Alcohol Programs, Provider shall adhere to the provisions set forth in “The Substance Abuse Prevention and Treatment Block Grant Requirements/Prohibitions/Restrictions”, which, in such case, is attached as an Exhibit to the Provider Agreement.

3.9 **Prompt Payment by Provider.** Provider agrees to pay promptly all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract, including, without limitation, Subcontractors and suppliers. Provider shall provide, upon request of the City, reasonable evidence that these Persons have been fully and timely paid.

3.10 **Sales and Use Tax.** The City is not subject to federal, state or local sales or use taxes or federal excise tax. Provider hereby assigns to the City all of its right, title and interest in any sales or use tax which may be refunded as a result of any materials, including any Materials, purchased or services, including any Services, rendered in connection with this Contract and unless directed otherwise by the City, Provider shall not file a claim for any sales or use tax refund subject to this assignment. Provider authorizes the City, in its own name or the name of Provider, to file a claim for a refund of any sales or use tax subject to this assignment.

ARTICLE IV: PROVIDER’S REPRESENTATIONS AND COVENANTS

4.1 **Provider’s Representations and Covenants.** Provider makes the following representations and covenants upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract:

(a) **Good Standing.** If Provider is not an individual, Provider is a business corporation, limited liability company, partnership, limited partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. Provider is duly licensed, qualified and in good standing in the Commonwealth of Pennsylvania and in all jurisdictions in which it conducts business activities relating in any way to the performance of the Services and delivery of the Materials under this Contract, including, but not limited to, the jurisdiction in which Provider is organized. If Provider is a not-for-profit corporation or otherwise an entity determined to be tax exempt pursuant to Section 501(c) of the Internal Revenue Code by the Internal Revenue Service, then Provider has procured, and shall maintain in full force and effect, all consents and approvals necessary in connection with such tax-exempt and non-profit status.

(b) **Authority to Act.** Provider has full legal power and authority to execute

and deliver this Contract, and provide the Services and Materials as set forth herein. Provider has duly authorized by all necessary actions the execution and delivery of this Contract on behalf of Provider by the individual or individuals signing the Provider Agreement. This Contract is the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with the terms set forth herein. The execution and delivery of this Contract by Provider will not result in a default under or a breach or violation of (1) Provider's certificate or articles of incorporation or bylaws, partnership agreement, limited liability company operating agreement or other pertinent organizational documents, as applicable; (2) any Applicable Law or any judgment, decree order, license, permit or other instrument or obligation to which Provider is now a party or by which Provider may be bound or affected; and (3) Provider's tax exempt status, if applicable. No consent, approval or authorization is required of any regulatory authority or governmental agency, or of any shareholder, partner, member, manager or other party related to Provider.

(c) **Legal Obligation.** This Contract has been duly authorized, executed and delivered by Provider, by and through individuals duly authorized to execute this Contract on behalf of Provider, and constitutes the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with its terms.

(d) **No Litigation Preventing Performance.** There is no litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or other proceeding pending or threatened against Provider, its properties or business or any individuals acting on Provider's behalf, including, without limitation, Subcontractors, in which any Person seeks to enjoin or prohibit Provider from entering into or performing its obligations under this Contract.

(e) **Requisite Licensure and Qualifications.** Provider and all of the Persons acting on Provider's behalf, including, without limitation, Subcontractors, in connection with the Services and Materials under this Contract, possess and, at all times during the Term of this Contract, shall possess all licenses, certifications, qualifications or other credentials required in accordance with Applicable Law and the terms of this Contract, including without limitation all licenses required for eligibility to receive Medical Assistance or other third party reimbursement, to perform the Services and provide the Materials. Provider shall provide the City with copies of all licenses, credentials and certifications required under this Section within five (5) days of request by the City.

(f) **No Adverse Interests.** Except as disclosed in writing and approved in advance by the Commissioner, neither Provider nor any of its directors, officers, members, partners or employees, has any interest, or will acquire any interest, directly or indirectly, that would or may conflict in any manner or degree with the performance or rendering of the Services and Materials.

(g) **No Indebtedness to the City.** Provider and any and all entities controlling Provider, under common control with Provider or controlled by Provider are not currently indebted to the City, and will not at any time during the Term of this Contract (including any

Additional Term(s)) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Provider shall remain current during the Term of this Contract under all such agreements and payment plans, and shall inform the Commissioner in writing of Provider's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to Provider under this Contract or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination), or both. In addition, Provider understands that false certification, representation or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

(h) **Business Privilege License.** If Provider is a "business" as defined in The Philadelphia Code, Section 19-2601, Provider has and shall maintain during the Term of this Contract, a valid, current Business Privilege License, issued by the City's Department of Licenses and Inspections, to do business in the City.

(i) **Subcontractor Licensure; No Indebtedness to the City.** Each Subcontractor, if any, holds a valid, current Business Privilege License to do business in the City, if required by Applicable Law. To the best of Provider's knowledge, information and belief, the representations made in any Subcontract that Subcontractor is not indebted to the City are true and correct.

(j) **Non-Suspension; Debarment.** Provider and all of the individuals acting on Provider's behalf including, without limitation, Subcontractors, are not under suspension or debarment from doing business with the Commonwealth of Pennsylvania, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Provider cannot so warrant, then Provider shall submit to the Responsible Official a full, complete written explanation as to why Provider cannot so warrant. Provider shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Provider's compliance with the terms of this or any other contract between Provider and the City which results in the suspension or debarment of Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Provider shall not be responsible for costs of investigations which do not result in Provider's suspension or debarment.

(k) **Non-Lobbying Certification.** No federally appropriated funds have been paid, by or on behalf of Provider, 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.

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 Contract, Provider shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

If this Contract or any Subcontract is funded with federal funds, Provider shall require that this language 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 and Subcontractors shall certify and disclose accordingly.

Provider understands that this is a material representation of fact upon which reliance was placed when this Contract was entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed under Section 1352, Title 31, U.S. Code, and Provider agrees that the execution of this Contract shall constitute the requisite submission.

The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

(1) **Contributions.** In accordance with Section 17-1402 of The Philadelphia Code, Provider represents on behalf of itself and its Subcontractor(s) that no contribution(s) have been made and none shall be made during the term of the Contract by Provider, any Subcontractor, or any party from which a contribution can be attributed to the Provider or Subcontractor, that would render the Provider or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the Contract voidable at the City's option, and shall make the Provider liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to the Provider allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Section 4.1(k) (Contributions), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Subsection 4.1(k) (Contributions) and as described elsewhere in this Contract shall not be exclusive and are in

addition to any other rights or remedies available to the City under this Contract at law or in equity.

- (1) Pursuant to the attribution rules of Section 17-1405, Provider shall, during the term of the Contract and for one year thereafter, disclose any contribution of money or in-kind assistance the Provider, Subcontractor or any Consultant has made during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.
 - a) Such disclosure shall be made on a form provided by the Department awarding the Contract, and the form shall be signed and filed with such Department within five (5) business days of the contribution. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Provider or of a Consultant.
 - b) It shall not be a violation of Paragraph 4.1(k)(1) above if Provider fails to disclose a contribution made by a Consultant because the Provider was unable to obtain such information from the Consultant, provided the Provider demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:
 - 1) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the contract, and before the Consultant communicated with a City department or office, official or employee on behalf of the Provider;
 - 2) Including in such agreement a provision requiring the Consultant to provide the Provider in a timely manner with all information required to be disclosed under the provisions of Philadelphia Code Chapter 17-1400, and providing, in effect, that the agreement

will be terminated by the Provider if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of the Provider as of the date of such termination;

- 3) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit the Provider to comply with the provisions of Philadelphia Code Section 17-1400; and
 - 4) Invoking the termination provisions of the written agreement in a full and timely manner.
- (2) The Provider shall, during the Term of the Contract and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked the Provider, any officer, director or management employee of the Provider, or any Person representing the Provider, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any Person in response to any such request. The Provider shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.
- a) Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within (5) five business days after a request was made or a payment in response to a request was made, as the case may be.
 - b) The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

(m) **Executive Order 02-04, Gifts.**

(1) Pursuant to Executive Order 02-04, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

- a) A person seeking to obtain business from, or who has financial relations with, the City;
- b) A person whose operations or activities are regulated or inspected by any City agency;
- c) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
- d) A person seeking legislative or administrative action by the City; or
- e) A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

(2) Provider understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

ARTICLE V: COMPENSATION

5.1 **Certification of Available Funds.** Provider acknowledges that payments under this Contract shall not exceed the amount certified by or on behalf of the City's Director of Finance as available for this Contract. A copy of the form signed by the Finance Department showing the amount of currently available funds will be attached to the fully executed Contract returned to Provider. During the Initial Term and any Additional Term(s) of this Contract, the City reserves the right to fund any remaining balance of this Contract amount in varying amounts from time to time as funds become available, not to exceed in total the maximum amount stated in this Contract. Provider agrees that the City shall not be obligated to fund this Contract except out of funds certified by or on behalf of the City's Director of Finance as currently available, even if those funds are less than the maximum amount stated in this Contract. If sufficient funds are not certified as available at any time, the City may exercise its options described in Section 5.2 (Unavailability of Funds) below.

5.2 **Unavailability of Funds.** If funding for this Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services performed and Materials delivered under this Contract, the City may exercise one of the following options without liability or penalty to the City:

(a) Terminate this Contract effective upon a date specified in a Termination Notice; or

(b) Continue this Contract by reducing, through written notice to Provider, the amount of this Contract and Services and Materials, consistent with the nature, amount and circumstances of available funding.

The City's exercise of either option under this Section shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services or Materials. Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to such termination or modification of this Contract under this Section.

5.3 **Crossing Fiscal Years.** If any portion of the compensation set forth in this Contract is to be paid in any City fiscal year following the fiscal year in which the Initial Term or any Additional Term of this Contract commences (in either case, "Appropriated Fiscal Year"), Provider understands and agrees that the portion of the compensation under this Contract payable with City funds for any period following the Appropriated Fiscal Year is subject to the discretion of City Council as to future appropriations. If, for any reason, funds for any such portion of the compensation are not appropriated by City Council in any Fiscal Year following the Appropriated Fiscal Year, this Contract and the City's liability under this Contract shall automatically terminate at the end of the then current Appropriated Fiscal Year; provided, however, that Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to the end of the then current Appropriated Fiscal Year.

5.4 **Allowability of Cost Items.** All payments by the City to Provider under this Contract shall be subject to the limitations on the allowability of cost items imposed by this Contract Cost Principles.

5.5 **Advances.** The City will make cash advances only to the extent set forth in the Provider Agreement. Any advance to Provider shall be repaid by Provider to the City by reducing subsequent monthly payments by the City to Provider during or before the last quarter by a proportionate amount of the advance. The entire advance amount must be repaid no later than June 30th of the current fiscal year.

5.6 **Income From Contract Funds.** Provider shall provide a written report to the City accounting for all income derived either directly or indirectly by Provider from the use of funds paid to Provider under this Contract or with respect to any activities of Provider in connection

with this Contract, including but not limited to sale, publication, registration fees, interest, program service fees, and service charges on fees. If required by the City, at the City's sole discretion, Provider shall use all such income to set off against and reduce payments to Provider otherwise due under this Contract.

5.7 **Maximum Daily Rate, Days of Care and/or Units of Service.** The City shall not compensate Provider for any increases in the maximum daily rate, number of days of care or units of service set forth in the Provider Agreement without the prior written approval of the Commissioner. By execution of this Contract, Provider agrees that the City may modify, upon issuance of a Modification Notice to Provider, the maximum daily rate, number of days of care or units of service that the City agrees to purchase under this Contract. In the event the maximum daily rate, number of days of care or units of service are increased, the date of such increase shall be the date stated in the Modification Notice. Any decrease in the maximum daily rate, number of days of care or units of service shall be made upon issuance of a Modification Notice not less than thirty (30) days prior to the effective date of such decrease.

ARTICLE VI: AUDITS; INSPECTION RIGHTS; RECORDS

6.1 **City Audit.** From time to time during the Initial Term and any Additional Term(s) of this Contract, and for a period of five (5) years after the expiration or termination of this Contract, the City may audit any and all aspects of Provider's performance under this Contract, including but not limited to its billings and invoices. Audits may be conducted by representatives, agents or contractors of the City, including the Department, or other authorized City representatives including, without limitation, the City Controller. If requested by the City, Provider shall submit to the City all vouchers or invoices presented for payment pursuant to this Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by the City.

6.2 **Inspection.** All Services and Materials shall be subject to inspection and review by City, federal and state representatives, as may be applicable, or their designees, at the offices of Provider in the City, or in another location with the City's consent. Provider shall cooperate with all City, state and federal inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Provider's Services and Materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, and meetings with any of Provider's staff members who are either directly or indirectly involved in providing Services or Materials.

6.3 **Availability of Records.** Provider shall make available, in the City at reasonable times during the Term of this Contract and for the period set forth in Section 6.4 (Retention of Records) below, all records pertaining to this Contract for the purpose of inspection,

audit or reproduction by any authorized representative (including any agent or contractor and the City Controller) of the City, the Commonwealth of Pennsylvania Auditor General, and any other federal and state auditors, as may be applicable.

6.4 **Retention of Records.** Provider shall retain all records, books of account and documentation pertaining to this Contract for a period of five (5) years following expiration or termination of this Contract; however, if any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

6.5 **Independent Audit.** If requested by the City, Provider shall submit to the City an Independent Audit Report prepared and certified by a Certified Public Accountant (CPA) acceptable to the City. The Independent Audit Report shall be prepared in accordance with the following audit requirements:

(a) Provider shall ensure that a final audit of the financial transactions relating to this Contract shall be performed in compliance with all requirements of the Subrecipient Audit Guide, which is incorporated in this Contract by reference. This audit shall verify that all invoiced costs are actual, authorized and eligible for reimbursement in accordance with the requirements of this Contract.

(b) Provider agrees to make full and prompt restitution to the City of such amounts of money which may result from audit exceptions due to Provider's performance or non-compliance with Applicable Law and this Contract, including, without limitation, this Contract Cost Principles.

(c) The City reserves the right to disallow fees paid by Provider for audit services under this Contract if the final audit report is not submitted in the manner and time frame prescribed in this Section or if subsequent review of audit work papers discloses deficiencies in required performance.

(d) Provider shall submit all audit documentation, as described above, pertaining to this Contract no later than four (4) months after the expiration or earlier termination of the Term of this Contract, unless a different time is approved in writing by the Commissioner. Provider's failure to submit the audit documentation in the time required shall be a basis for withholding processing of invoices for payment.

6.6 **Audits Pursuant to Section 6-400 of the Home Rule Charter.** Any Provider that is an Agency, as defined in Section 6-400 of the Philadelphia Home Rule Charter, shall permit the City Controller to audit its affairs as authorized in Section 6-400 during the Initial Term or any Additional Term. Under Section 6-400, an Agency is any entity a) that receives funds from the City, and either b) that is created by, or whose board of directors is in whole or part appointed by,

one or more City officials or bodies; or c) that is organized pursuant to legal authority granted to it by City ordinance.

ARTICLE VII: ASSIGNMENT

7.1 **Assignment By Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without obtaining the prior written consent of the Commissioner. The decision whether to consent to an assignment, the timing of consent (if any), and conditions to such consent, if any, shall each be at the City's sole discretion. Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the terms and conditions of this Contract. Any purported assignment in violation of this provision shall be void and of no effect. The City's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the City to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 7.1 (Assignment by Provider), an assignment includes the acquisition of the Provider, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of this Contract or Provider in any bankruptcy or other insolvency proceeding.

7.2 **Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee of or for Provider in any federal or state bankruptcy, insolvency or other proceedings concerning Provider shall comply with the requirements set forth in Section 7.1 (Assignment by Provider) above.

7.3 **Personal Services.** Provider acknowledges that the Services and Materials are the personal services of Provider and the City shall have no obligation to accept performance by a third party without the Commissioner's prior and express written consent.

ARTICLE VIII: INDEPENDENT CONTRACTOR; INDEMNIFICATION; LITIGATION COOPERATION

8.1 **Independent Contractor.** Provider is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Provider nor its agents, employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

8.2 **Indemnification.** Provider shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or

negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

8.3 **Litigation Cooperation.** If, at any time, the City becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the City pursuant to the provisions of Section 8.2 (Indemnification) above, Provider agrees to provide such services and to cooperate with the City in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above.

8.4 **Notice of Claims.** If Provider receives notice of a legal claim against it in connection with this Contract, Provider shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to the Commissioner.

ARTICLE IX: INSURANCE

9.1 **Insurance.** Unless otherwise approved by the City's Risk Management Division in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

(a) **Workers' Compensation and Employers' Liability.**

- (1) Workers' Compensation: Statutory Limits
- (2) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other states insurance including Pennsylvania.

(b) **General Liability Insurance.**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.
- (2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(c) **Automobile Liability Insurance.**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, non-owned, and hired vehicles.

(d) **Professional Liability Insurance.**

- (1) Health Care Providers subject to the Medical Care Availability and Reduction of Error (MCARE) Act, as amended:
 - (a) Hospital and Nursing Homes including officers and employees: \$1,000,000 each occurrence, \$4,000,000 annual aggregate
 - (b) Individuals and Professional Corporations: \$1,000,000 each occurrence; \$3,000,000 annual aggregate

- (2) All Health Care and Human Services Providers not subject to the MCARE Act, as amended: \$1,000,000 each occurrence; \$3,000,000 annual aggregate.

Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the Services.

9.2 **Self-Insurance.** Provider may not self-insure any of the coverages required under this Contract without the prior written approval of the Commissioner and the City’s Risk Manager. In the event that Provider wants to self-insure any of the coverages listed above, it shall submit to the Commissioner and the City’s Risk Management Division, prior to Provider’s commencement of Services or delivery of any Materials hereunder, a certified copy of Provider’s most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the Commissioner or the City’s Risk Manager. In the event the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider’s self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Term of this Contract, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Contract by Provider to the City, or to limit Provider’s liability under this Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

9.3 **Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Manager at the following address:

The City of Philadelphia
Finance Department
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1705).

A copy of the certificates of insurance shall be submitted to the Commissioner at the address of

the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.

9.4 **Fidelity Bond.** When required by the City, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars (\$10,000) or (b) the amount specified in the Provider Agreement, covering Provider's employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) \$10,000 or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the requirements of Section 9.3 (Evidence of Insurance Coverage) above.

ARTICLE X: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION; CONFIDENTIALITY

10.1 Ownership of Materials.

(a) Subject to Applicable Law, all Materials shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a "compilation" as that term is used in 17 U.S.C. §101, as amended from time to time, the City and Provider agree that such copyrightable work(s) shall be considered as one or more "works made for hire" by Provider for the City, as that term is used in 17 U.S.C. §§101 and 201(b), as amended from time to time. To the extent that any Materials relating to this Contract developed by or for Provider embody one or more copyrightable works but are neither a "compilation" nor any other form of "work made for hire," Provider hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear the following designation: "© ____ The City of Philadelphia" [complete then current year in blank line].

(b) Without limitation of the foregoing, and in order to ensure continuity of care, medical records may be retained in the custody and control of Provider, subject to Applicable Law. Provider shall allow the City unlimited access to all medical records, and if copies are required they shall be made at Provider's expense.

(c) Provider shall make available to the City, upon the City's request, a copy of any Materials prepared by or for Provider in performance of this Contract, at no cost to the City.

(d) If this Contract is funded in whole or in part by the Commonwealth Office of Drug and Alcohol Programs, Provider shall, and shall require its Subcontractors to, place in a conspicuous place on any data, material, media, curricula, instruments, reports or other material, developed or delivered under this Contract, a statement that such work was "performed under the auspices of the Commonwealth Office of Drug and Alcohol Programs" and the City. Otherwise, all notices, informational pamphlets, press releases, research reports and similar public notices prepared and released by Provider shall include the statement, "This project is funded in part under a contract with The City of Philadelphia, Department of Public Health."

(e) All computer programs, tapes and software developed under this Contract shall be compatible with specifications set by the Department.

(f) Provider hereby grants, and shall require its Subcontractors to grant, to the City a royalty-free, nonexclusive and irrevocable right to publish, translate, reproduce, deliver, perform and authorize others to do so, all studies, media, curricula, reports and other Materials not owned by the City under this Contract but which relate to the performance of the Services, Materials or this Contract; provided, however, that Provider shall not be required to grant such right to the City with respect to any Materials for which Provider would be liable to pay compensation to third parties because of such grant.

10.2 **Non-Disclosure.** During the Initial Term and any Additional Term(s) of this Contract and thereafter, except with the prior written consent of the Commissioner, Provider will not:

(a) Issue, publish or divulge any Services or Materials developed or used in the performance of this Contract in any public statement, thesis, writing, lecture or other verbal or written communication; or

(b) Disclose, or use to its advantage or gain, confidential information of any nature acquired from the City or acquired as a result of Provider's activities in connection with this Contract.

ARTICLE XI: EVENTS OF DEFAULT

11.1 **Events of Default.** Each of the following shall be an Event of Default by

Provider under this Contract:

- (a) Failure by Provider to comply with any provision of this Contract,
- (b) Occurrence of an Event of Insolvency with respect to Provider,
- (c) Falseness or inaccuracy of any warranty or representation of Provider contained in this Contract or in any other document submitted to the City by Provider,
- (d) Any act, omission, or misrepresentation which renders the Provider ineligible for a City contract or renders the contract voidable under Philadelphia Code Chapter §17-1400;
- (e) Misappropriation by Provider of any funds provided under this Contract or failure by Provider to notify the City upon discovery of any misappropriation,
- (f) A violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Provider, its directors, employees, or agents (1) directly or indirectly relating to this Contract or the Services or Materials provided under this Contract, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of this Contract,
- (g) Indictment of or other issuance of formal criminal charges against Provider, its directors, employees or agents for any criminal offense or any other violation of Applicable Law directly relating to this Contract or Services or Materials, or which adversely affects Provider's performance of this Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred, and/or
- (h) Debarment or suspension of Provider or any agent, employee or Subcontractor of Provider under any federal, state or local law, rule or regulation.

11.2 **Notice and Cure.** The City agrees that the City will not exercise any right or remedy provided for in Section 12.1 (The City's Remedies) below because of any Event of Default unless the City shall have first given written notice of the Event of Default to Provider, and Provider, within a period of ten (10) days thereafter, or such additional cure period as the City may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from the City shall be required nor shall the City permit any period for cure if:

- (a) Provider has temporarily or permanently ceased providing Services and Materials;
- (b) The Event of Default creates an emergency which requires, as determined by the City in the City's sole discretion, immediate exercise of the City's rights or remedies;

(c) The City has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract;

(d) An Event of Default occurs as described in 11.1(e) above or 11.1(f) above;
or

(e) Provider has failed to obtain or maintain the insurance or any bond required under this Contract.

Nothing contained in this Section shall limit the City's rights under Article XII (Remedies) below.

ARTICLE XII: REMEDIES

12.1 The City's Remedies.

(a) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:

- (1) perform (or cause a third party to perform) this Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by the City. Provider shall be liable to the City for all sums paid by the City and all expenses incurred by the City (or a third party) pursuant to this Section 12.1(a)(1), together with interest at the highest legal rate permitted in the Commonwealth of Pennsylvania thereon from the date the City or its agent incurs such costs. The City shall not in any event be liable for inconvenience, expense or other damage incurred by Provider by reason of the City's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by the City's exercise of its rights under this Section 12.1 (The City's Remedies);
- (2) withhold payment of, or offset against, any funds payable to or for the benefit of Provider;
- (3) collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Provider; or
- (4) exercise any other right the City has or may have at law, in equity,

or under this Contract.

(b) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without waiving or releasing Provider from any of its obligations under this Contract, terminate or suspend this Contract in whole or in part, as set forth more fully in Article XIII (Termination and Suspension) below. In the event of partial termination or suspension, Provider shall continue the performance of this Contract to the extent not terminated or suspended. If this Contract is terminated, the City shall issue a written Termination Notice which shall set forth the effective date of the termination.

(c) The Services and Materials purchased from Provider are unique and not otherwise readily available. Accordingly, Provider acknowledges that, in addition to all other remedies to which the City is entitled, the City shall have the right, to the fullest extent permitted under Applicable Law, to enforce the terms of this Contract without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of this Contract.

12.2 **Concurrent Pursuit of Remedies; No Waiver.** The City may exercise any or all of the remedies set forth in this Article XII (Remedies), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Article XII (Remedies) and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

ARTICLE XIII: TERMINATION AND SUSPENSION

13.1 **Termination or Suspension for Convenience.** In addition to its rights under Articles V (Compensation) and XII (Remedies) above, the City shall have the right to terminate this Contract or suspend Provider's performance under this Contract at any time during the Term of this Contract, for any reason, including, without limitation, the convenience of the City. If this Contract is terminated solely for the City's convenience, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination. If this Contract is suspended solely for the City's convenience, the City shall issue a written Suspension Notice, which shall set forth the effective date of the suspension.

13.2 Provider Responsibilities Upon Termination or Suspension.

(a) Upon the City's transmission of a Termination Notice or a Suspension Notice under any provision of this Contract, Provider and its agents, employees and Subcontractors, shall

- (1) take immediate action in an orderly manner to discontinue Services and Materials, and demobilize work forces to minimize the incurrence of costs; and
- (2) upon request by the City by notice to Provider, collect, assemble and transmit to the City all Materials in such state of completion as may exist as of the effective date of the termination or suspension. All such Materials shall be clearly labeled and indexed to the satisfaction of the Commissioner and delivered to the Commissioner by Provider on or before the date set forth in the Termination Notice for delivery of the Materials or, if no such date is set forth in the Termination Notice, then before the effective date of termination set forth in the Termination Notice. Provider waives and releases any and all right to any retaining or charging liens or similar right or remedy in favor of Provider.

(b) The City's termination or suspension of this Contract shall not affect any obligations or liabilities of either Party accruing prior to the effective date of such termination or suspension.

(c) There shall be no liability, cost or penalty to the City for termination or suspension of this Contract.

13.3 **Payment of Provider upon Termination or Suspension.**

- (a) Upon termination or suspension of this Contract by the City for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by the City and subject to audit, as shall compensate it for the work satisfactorily performed prior to the termination date; provided, however, that:
 - (1) no allowance shall be included for termination expenses or for anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services; and
 - (2) the City shall deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such termination for an Event of Default.

(b) In the event of termination or suspension of this Contract by the City for the City's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials satisfactorily delivered prior to the date of termination. The City shall not pay Provider any amount for Provider's termination or suspension expenses or anticipated profits, unabsorbed or underabsorbed overhead or unperformed Services and Materials not satisfactorily delivered.

13.4 **Suspension.** Suspension of Provider's performance under this Contract after an Event of Default shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of the City's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy. Provider acknowledges that the City shall have the right, at its sole discretion, to suspend Provider's performance in the event City Council does not appropriate funds for the performance of this Contract. In the event that the City issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred and eighty (180) days after the effective date (such period, the "Suspension Period"). On or prior to the expiration of the Suspension Period, the City shall either terminate this Contract by giving a Termination Notice pursuant to Section 13.1 (Termination or Suspension for Convenience) above, or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. After issuing a Suspension Notice, the City shall pay any invoices submitted by Provider for Services rendered prior to the commencement of the Suspension Period or otherwise payable by the City to Provider under this Contract, subject to all of the City's rights and remedies against Provider, including but not limited to its rights of set off and its right to review and accept Services and Materials prior to payment therefore.

ARTICLE XIV: TERMS AND CONDITIONS RELATING TO CERTAIN APPLICABLE LAWS

The provisions of this Article are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

14.1 Non-Discrimination; Fair Practices.

(a) This Contract is entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. In addition, Provider shall, in performing this Contract, comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 04-86 (prohibiting discrimination on the basis of Human

Immunodeficiency Virus infection), as each may be amended from time to time and which, as applicable, prohibit, among other things, discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familiar status, genetic information or domestic or sexual violence victim status, or other act or practice made unlawful under Chapter 9-1100 or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of this Section 14.1 (Non-Discrimination; Fair Practices), the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

(b) Irrespective of the applicability to Provider of Chapter 9-1100 of The Philadelphia Code, in connection with providing Services under the Contract, Provider shall not engage in any of the following employment practices because of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap (including, but not limited to, Human Immunodeficiency Virus infection), disability, or marital status (together, for purposes of this paragraph (b), the “Protected Categories” except that sexual orientation and marital status shall not be Protected Categories for purposes of bona fide employee benefits plans):

(1) Refuse to hire, discharge, or discriminate against any person with respect to tenure, promotions, terms, conditions or privileges of employment or with respect to any matter directly or indirectly related to employment; or

(2) Establish, announce or follow a policy of denying or limiting, through a quota system or otherwise, the employment or membership opportunities, of any individual or group; or

(3) Prior to employment or admission to membership:

(a) make any inquiry concerning, or make any record of any of the Protected Categories of any applicant for employment or membership, except and to the extent a particular Protected Category is a bona fide occupational qualification, or

(b) use any form of application for employment of personnel or membership blanks containing questions or entries regarding Protected Categories except and to the extent of such a bona fide occupational qualification, or

(c) cause to be printed, published, or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon Protected Categories except and to the extent of such a bona fide occupational qualification; or

(4) Fail or refuse to classify properly or refer any person for employment, or otherwise discriminate against any person, except and to the extent of a bona fide occupational qualification; or

(5) Violate any provision of Chapter 9-3200 of The Philadelphia Code, entitled “Entitlement To Leave Due To Domestic Or Sexual Violence”; or

(6) Penalize or discriminate in any manner against any individual because the individual has opposed any practice forbidden by this Section or has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing hereunder; or

(7) Aid, abet, incite, compel or coerce the doing of any employment practice prohibited under this Section, or obstruct or prevent any person from complying with the provisions of this Section, or attempt directly or indirectly to commit any act prohibited under this Section.

(c) Irrespective of the applicability to Provider of Chapter 9-1100 of The Philadelphia Code, in connection with providing Services under the Contract, Provider shall not engage in any of the following housing practices because of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap (including, but not limited to, Human Immunodeficiency Virus infection), disability, marital status, the presence of children or sources of income (together, for purposes of this paragraph (c), the “Protected Categories”):

(1) Refuse to sell, rent, lease or in any way discriminate because of any Protected Category in the terms, conditions, or privileges of the sale, rental or lease of any commercial housing accommodation or other real property or in the furnishing of facilities or services in connection therewith; or

(2) Discriminate against any person in lending, guaranteeing loans, accepting mortgages or otherwise making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation; or

(3) Make, print or circulate or cause to be made, printed or circulated any written or oral statement, advertisement, or publication, or to use any form of application for the purchase, rental or lease of housing accommodations or to make real estate appraisals, financial or credit reports or any record or inquiry in connection with the prospective purchase, rental or lease of housing accommodations which express, directly or indirectly, any limitation, specification or discrimination as to any Protected Category or any intent to make any such limitation, specification or discrimination; or

(4) Sell, lease or transfer any housing accommodation that is known to be the subject of a written complaint filed with the City; or

(5) Fail to include a notice of such a complaint in any subsequent lease or agreement of sale involving that housing accommodation, unless the complaint has been resolved in favor of Provider; or

(6) Establish, announce, follow a policy of denying or limiting, through a quota system or otherwise, the housing opportunities of any individual or group because of any Protected Category; or

(7) Harass, threaten, harm, damage or otherwise penalize any individual, group or business because of compliance with the provisions of this Section, or because of a charge, testimony or assistance in any manner in any related investigation, proceeding or hearing; or

(8) Give false or misleading information, written or oral, with regard to the sale or rental of any commercial housing for the purpose of discriminating on the basis of any Protected Category; or

(9) Make any distinctions in the location of a house, lot, apartment or other commercial housing or to make any distinctions relating to the time of delivery of a house or the date of availability of an apartment or other commercial housing; or

(10) Aid, abet, incur, induce, compel or coerce the doing of any unlawful housing practice prohibited by this Section or to obstruct or prevent any person from complying with the provisions of this Section; or

(11) Refuse or limit service to any person or to accept or retain a listing of any housing accommodation for sale, rent or lease with an understanding that discrimination may be practiced in connection with the sale, rental or lease thereof.

(d) Provider's failure to comply with any term or condition set forth in this Section 14.1 shall be an Event of Default pursuant to Article XI [Events of Default] of the General Provisions, for which the City may exercise any one or more of the remedies provided in Article XII [Remedies] of the General Provisions including, without limitation, termination of the Contract.

14.2 The Philadelphia Code, Section 17-400.

(a) In accordance with Section 17-400 of The Philadelphia Code, as it may be amended from time to time, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(b) Provider agrees to cooperate with the Commission on Human Relations of the City in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Section 17-400 of The Philadelphia Code. Provider's failure to so cooperate shall constitute, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

14.3 **Minority, Woman and Disabled Business Enterprise Participation.**

(a) **Executive Orders 02-05 and 14-08.** In accordance with Executive Orders 02-05 and 14-08 (the "Antidiscrimination Policy"), the City, acting through its Office of Economic Opportunity ("OEO"), has established an antidiscrimination policy that relates to the solicitation and inclusion of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE"), and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") in City contracts. The purpose of this Antidiscrimination Policy is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City's procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City Contracts and City Related Special Projects. Provider agrees to comply with the requirements of the Antidiscrimination Policy, and where participation ranges are established by OEO, Provider agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

(1) In furtherance of the purposes of the Antidiscrimination Policy, Provider agrees to the following:

- a) Provider, if it has achieved participation commitments with M/W/DSBEs, represents that it has entered into legally binding agreement(s) with M/W/DSBEs as participants under this Contract ("Participant Agreement(s)") for the services and in the dollar amount(s) and percentage(s) as specified in the M/W/DSBE Participation Exhibit to this Contract (the "Contract Commitment(s)").
- b) Provider shall secure the prior written approval of the Office of Economic Opportunity ("OEO"), before making any changes or modifications to any Contract Commitments made by Provider herein, including, without limitation, substitutions for its MBEs, WBEs and/or DSBEs, changes or reductions in the services provided by its M/W/DSBE Subcontractors, or changes or reductions in the dollar and/or percentage amounts paid to its M/W/DSBE Subcontractors.

- c) Unless otherwise specified in a Participant Agreement as described in (1) (a) above, Provider shall, within five (5) business days after receipt of a payment from the City for work performed under the Contract, deliver to its M/W/DSBE Subcontractors the proportionate share of such payment for services performed by its M/W/DSBE Subcontractors. In connection with payment of its M/W/DSBE Subcontractors, Provider agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.
- d) Provider shall, in the event of an increase in units of work and/or compensation under the Contract, increase its Contract Commitment(s) with its M/W/DSBE Subcontractors proportionately, which increase shall be reflected in the Participant Agreement(s). OEO may from time to time request documentation from Provider evidencing compliance with this provision.
- e) Provider shall submit, within the time frames prescribed by the City, any and all documentation the City may request, including, but not limited to, copies of Participant Agreements, participation summary reports, M/W/DSBE Subcontractor invoices, telephone logs and correspondence with M/W/DSBE Subcontractors, cancelled checks and certification of payments. Provider shall maintain all documentation related to this Section for a period of five (5) years from the date of Provider's receipt of final payment under the Contract.
- f) Provider agrees that the City may, in its sole discretion, conduct periodic reviews to monitor Provider's compliance with the terms of this Antidiscrimination Policy.
- g) Provider agrees that in the event the City determines that Provider has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:
 - 1) Debar Provider from proposing on and/or participating in any future contracts for a maximum

period of three (3) years.

- 2) Recover as liquidated damages, i.e., without institution of a civil lawsuit, one percent (1%) of the total dollar amount of the Contract, which amount shall include any increase by way of amendments to the Contract, for each one percent (1%) (or fraction thereof) of the shortfall in Contract Commitment(s) to Provider's M/W/DSBE Subcontractors.
- h) No privity of contract exists between the City and any M/W/DSBE Subcontractor identified herein and the City does not intend to give or confer upon any such M/W/DSBE Subcontractor(s) any legal rights or remedies in connection with the subcontracted services pursuant to the Antidiscrimination Policy or by reason of this Contract except such rights or remedies that the M/W/DSBE Subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party. The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with this Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE Subcontractors.
- (2) In the event the Provider is a non-profit, the Contract is not subject to M/W/DSBE participation ranges, but Provider shall demonstrate its compliance with the Antidiscrimination Policy in the following manner:
- a) Provide to the OEO annually, a written diversity program identifying the race, gender and ethnic composition of its board of directors, its employment profile, a list of all vendors that the non-profit does business with in its M/W/DSBE procurement program (e.g., "M/W/DSBE Supplier Diversity Program") and a statement of the geographic area(s) where its services are most concentrated; and
 - b) Demonstrate, to the OEO's satisfaction, that the non-profit's organization makes appropriate efforts to maintain a diverse workforce and board of directors and operates a fair and effective M/W/DSBE procurement program.

- (3) It is understood that false certification or representation made in connection with this Antidiscrimination Policy may be subject to prosecution under Title 18 Pa.C.S. Sections 4107.2 and 4904.

(b) **The Philadelphia Code Section 17-1402.** In accordance with Section 17-1402 (f) of The Philadelphia Code, the Provider shall during the Term of the Contract, disclose the name and title of each City officer or employee who directly or indirectly advised the Provider, any officer, director or management employee of the Provider, or any Person representing the Provider that a particular Person could be used by the Provider to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises.

- (1) The Provider shall also disclose the date the advice was provided, and the name of such particular Person.
- (2) Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five business days after the Provider was so advised.

The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

14.4 **Federal Laws.** Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

14.5 **Americans With Disabilities Act.** Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans With Disabilities Act (the "ADA"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Contract; (c) to the City, or the Commonwealth of Pennsylvania; (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth; and (e) if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its funds, benefits, services, activities, facilities and programs applicable to this Contract. Without limiting the applicability of the preceding sentence, Provider shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and

all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

14.6 **Northern Ireland.**

(a) In accordance with Section 17-104 of The Philadelphia Code, Provider by execution of this Contract certifies and represents that (1) Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) does not have, and will not have at any time during the Term of this Contract (including any extensions of the Term), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (2) no product to be provided to the City under this Contract will originate in Northern Ireland, unless Provider has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of this Contract, Provider agrees that it will not use any suppliers, Subcontractors or subconsultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (2) who will provide products originating in Northern Ireland unless said supplier, subconsultant or Subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

(c) Provider agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Provider expressly understands and agrees that any false certification or representation in connection with this Section 14.6 (The Philadelphia Code 17-104) and any failure to comply with the provisions of this Section 14.6 (The Philadelphia Code 17-104) shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law (including, but not limited to, Section 17-104 of The Philadelphia Code) or in equity. In addition, Provider understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

14.7 **Limited English Proficiency.** Provider understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia's Executive Order "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Provider, (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and

if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Provider shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

14.8 **Human Experimentation.** In accordance with 45 C.F.R. §46, as it may be amended from time to time, each Provider agrees to refrain from experimentation involving any physical or mental risk to human subjects without complying with all Applicable Law and obtaining the following:

- (a) Prior written approval of the City and the Commonwealth Department of Public Welfare; and
- (b) Prior informed and voluntary written consent of the subject; or
- (c) Prior informed and voluntary written consent of the subject's parents or legal guardians, if the subject is a minor or incompetent.
- (d) Notification to each potential subject prior to his or her consent that refusal of consent will not result in the loss of any benefits to which the subject is otherwise entitled from the City or Provider.

14.9 **Drug and Alcohol Abuse.** If this Contract is funded in whole or in part by the Commonwealth Office of Drug and Alcohol Programs, Provider shall render all Services hereunder in compliance with Pennsylvania Drug and Alcohol Abuse Control Act of April 14, 1972, P.L. 221, No. 63, 71 P.S §1690, as it may be amended from time to time, all regulations promulgated thereunder, and the City's Drug and Alcohol Abuse Treatment and Rehabilitation Plan.

14.10 **Terms and Conditions Relating to Protected Health Information.** The purpose of this Subarticle 14.10 is to comply with certain requirements relating to confidentiality and security of Protected Health Information (as defined below) that is created, received, used or disclosed by the Provider for or on behalf of the City pursuant to the Contract. Terms used, but not otherwise defined, in this Subarticle 14.10 shall have the same meaning as those terms are given when defined in the Privacy and Security Rules and Breach Notification Rule (as defined below). Any reference to a statute or regulation shall be deemed to include any and all amendments thereto. This Subarticle 14.10 shall apply to the extent the City is a Covered Entity as defined by the Privacy and Security Rules and the Provider is a Business Associate with respect to the City.

- (a) **Definitions.**

(1) Availability. “Availability” shall have the same meaning as the term “availability” in 45 CFR §164.304.

(2) Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402.

(3) Breach Notification Rule. “Breach Notification Rule” shall mean the regulations pertaining to Notification in the case of a Breach of Unsecured Protected Health Information set forth at 45 CFR §§164.400 through 164.414.

(4) Business Associate. “Business Associate” shall have the same meaning as the term “business associate” in 45 CFR §160.103.

(5) Confidentiality. “Confidentiality” shall have the same meaning as the term “confidentiality” in 45 CFR §164.304.

(6) Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” in 45 CFR §160.103.

(7) Discovery of a Breach. In accordance with 45 CFR §164.410 (a)(2), “Discovery of a Breach” shall mean that Contractor, or an employee, officer, agent, or subcontractor of Contractor, has acquired actual knowledge of a Breach or by the exercise of reasonable diligence should have acquired knowledge of a Breach.

(8) Electronic Protected Health Information. “Electronic Protected Health Information” (sometimes referred to as “EPHI”) shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103.

(9) Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(10) Integrity. “Integrity” shall have the same meaning as the term “integrity” in 45 CFR §164.306.

(11) HIPAA Law. “HIPAA Law” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, 104th Congress.

(12) HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law No. 111-05, 111th Congress (2009).

(13) Other Privacy Laws. The Pennsylvania Mental Health Procedures Act (50 P.S. §7111 et seq.), Pennsylvania Mental Health Treatment Regulations (55 Pa. Code §5100.31 et seq.), Pennsylvania Confidentiality of HIV-Related Information Act (35 P.S. §7601 et seq.), federal substance abuse treatment confidentiality law and regulations codified as 42 USC 290dd-2 and 42 CFR Part 2, Pennsylvania Drug and Alcohol Abuse Control Act (71 P. S. §1690.101 et seq.), Pennsylvania Personal Information Act (73 P. S. §2301 et seq.), Identity Theft Prevention Rules under 16 CFR §681.1, and any other Pennsylvania and federal laws that protect

the privacy, confidentiality, integrity, and security of individually identifiable health information shall collectively be referred to in these City PHI Terms as "Other Privacy Laws."

(14) Privacy and Security Rules. "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Health Information set forth in Parts 160 and 164 of Title 45 of the Code of Federal Regulations.

(15) Protected Health Information. "Protected Health Information" (sometimes referred to as "PHI") shall have the same meaning as the term "protected health information" in 45 CFR §160.103 limited to information received from City or created, received, maintained, modified, transmitted, destroyed, or otherwise held, used or disclosed by Contractor or a subcontractor for or on behalf of City pursuant to the Contract.

(16) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

(17) Responsible Official. "Responsible Official" shall mean, for Miscellaneous Purchase Orders ("MPO"), the person identified as "Requisitioner" on the first page (titled "Miscellaneous Order") of the MPO, and for other Contracts, the person identified as the Responsible Official in the General Provisions attached to the Provider Agreement.

(18) Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services or the Secretary's designee.

(19) Security Incident. As defined in 45 CFR §164.304, "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, or destruction of information or interference with system operations in an information system.

(20) Security Rule. "Security Rule" shall mean Subparts A and C of Part 164 of Title 45 of the Code of Federal Regulations.

(21) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR §164.402 limited to information received from City or created, received, maintained, modified, transmitted, destroyed, or otherwise held, used or disclosed by Contractor or a subcontractor for or on behalf of City pursuant to the Contract.

(b) **Obligations and Activities of Contractor.**

(1) Contractor agrees to not maintain, use or disclose Protected Health Information other than as expressly authorized or required by the Contract or as Required By Law.

(2) Contractor agrees to use safeguards that will prevent the use or disclosure of Protected Health Information other than as provided for by the Contract.

(3) Contractor agrees to comply with any and all provisions of the HITECH Act and understands and agrees that failure to comply with the HITECH Act may result in civil or criminal penalties pursuant to §13401(b) of the Act.

(4) Contractor agrees to implement, maintain, and use administrative, physical and technical safeguards that will insure the integrity, confidentiality and availability of, and prevent non-permitted uses and disclosures of, the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR Part 164 Subpart C-Security Standards for the Protection of Electronic Protected Health Information. Contractor agrees to comply with the requirements set forth in 45 CFR §§ 164.306, 164.308, 164.310, 164.312, and 164.316 in the same manner as these requirements apply to a Covered Entity under the HITECH Law.

(5) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor, or an agent or subcontractor of Contractor, in violation of the requirements of the Contract and agrees to use all reasonable steps to cure any material breach of these City PHI Terms within ten (10) days of discovery of the breach.

(6) Contractor agrees to ensure that any agent, including a subcontractor, who creates, receives, maintains, or transmits Protected Health Information, in any format, complies with all terms set forth in these City PHI Terms that apply to Contractor with respect to such information. Contractor shall incorporate the terms set forth in these City PHI Terms in any subcontract or other agreement between Contractor and such subcontractor or agent for the performance of Services under the Contract.

(7) Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the City and to the Secretary, in a time and manner designated by the Responsible Official, the City's HIPAA Privacy Officer, or the Secretary, for purposes of determining City's compliance with the Privacy and Security Rules, the HIPAA Law and the HITECH Act. Contractor shall promptly notify the Responsible Official and the City's HIPAA Privacy Officer in writing as set forth in Section 4(c) hereof, of any such report to the Secretary.

(8) As requested by the City from time to time, Contractor agrees to make available Protected Health Information to the City, or if directed by the City, to an Individual, in order to enable the City to meet its obligations under 45 CFR §164.524.

(9) As requested by the City or an Individual in writing from time to time and in the time and manner specified by the City, Contractor agrees to (1) make any amendments to Protected Health Information in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR §164.526 and (2) make reasonable efforts to inform and provide the amendment to others who Contractor knows have the Protected Health Information that is the subject of the amendment, and that may have relied, or could foreseeably rely, on the information to the detriment of the Individual.

(10) Contractor agrees to document disclosures of Protected Health Information and information related to disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(11) Contractor agrees to provide to City or an Individual, within fifteen (15) business days after requested by the City or an Individual to do so, information collected in accordance with Section 2(j) hereof, to permit City to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(12) Minimum Necessary Standard. Except as otherwise expressly authorized in the Contract, Contractor agrees to use, disclose or request only the minimum PHI necessary to accomplish the intended purpose of the use, disclosure, or request and to provide access to such information only to those employees who have a need to know it to carry out the intended purpose.

(c) **Permitted Uses and Disclosures by Contractor.**

(1) General Use and Disclosure Provisions. Except as otherwise limited in these City PHI Terms, Contractor shall use or disclose Protected Health Information only in a manner permitted by the Privacy and Security Rules if done by a Covered Entity. Consistent with the foregoing, City authorizes Contractor to create, use, receive, and disclose the minimum Protected Health Information necessary to perform the services required by the Contract.

(2) Creation of De-Identified Information, Limited Data Set and Provision of Data Aggregation Services. As requested by and subject to such limitations as may be imposed by the City in writing from time to time, Contractor may use PHI to create information that is not individually identifiable health information in accordance with the specifications in 45 CFR §164.514(b), to create a limited data set that meets the specifications in 45 CFR §164.514(e)(2), or to provide data aggregation services as permitted in 45 CFR §164.504(e)(2)(i)(B).

(d) **Reporting Obligations.**

(1) Notice of Unauthorized Use or Disclosure of PHI or Security Incident.

a) Without unreasonable delay, but in no event later than three (3) business days after Contractor becomes aware of it, Contractor agrees to notify the Responsible Official and the City's HIPAA Privacy Officer (by written notice as provided in Section 4(c) hereof) of 1) any use or disclosure of Protected Health Information not provided for by the Contract, or 2) any Security Incident that results in an unauthorized access, use, disclosure, modification, or destruction of EPHI or interference with system operations in an information system. Such notification shall be in writing and shall include

1) a description of what happened, including the date of the incident and date of discovery of the incident; 2) a description of the types of Protected Health Information that were involved; 3) a description of what the Contractor is doing to investigate the incident, to mitigate harm to individuals, and to protect against any further incidents; and 4) such other information relating to the incident as shall be requested in writing by the City from time to time.

b) Upon City's written request from time to time, Contractor shall provide to the City, within seven (7) business days after receiving each such request, a written report that identifies any attempted unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations including but not limited to activity such as pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above – that did not result in access, use or disclosure of Electronic Protected Health Information (referred to herein as an "Unsuccessful Security Incident"). Such report shall identify any categories of Unsuccessful Security Incidents, state whether Contractor believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of all unsuccessful attempts, and if the security measures are not adequate, the specific measures Contractor will implement to address the security inadequacies and the date when each such measure will be implemented. Contractor shall include any specific categories in the report that the City determines, in its sole discretion, are necessary to enable the City to assess the risk posed by such Unsuccessful Security Incident and shall notify the City when a measure that Contractor agrees to implement to address a security inadequacy is fully implemented and operational.

(2) Notice of a Breach of Unsecured Protected Health Information.

Upon the Discovery of a Breach of Unsecured Protected Health Information, Contractor shall timely notify the Responsible Official and the City's HIPAA Privacy Officer of the Breach as provided in Section 4(a) hereof. Following Discovery of a Breach, Contractor shall, without unreasonable delay, but in no case later than ten (10) days after such Discovery of a Breach, provide the following information in writing to the Responsible Official and the City's HIPAA Privacy Officer: a) to the extent possible, the name and contact information of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach; b) a description of what happened, including the date of the Breach and the date of the discovery of the Breach; c) a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); d) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; e) a description of what the Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and, f) if requested by the City, a recommendation for action to be taken by the City relating to investigating the Breach, mitigating the harm, and protecting against any further Breaches.

(3) Manner of Notice. Notwithstanding anything to the contrary in the Contract, notification to the Responsible Official and the City's HIPAA Privacy Officer pursuant to Sections 2 (g), 4(a) and 4(b) hereof shall be in writing delivered by fax and by overnight delivery service. For all Contracts other than MPOs, the notice shall be delivered to the address and fax number of the Responsible Official set forth in the Contract. For all MPOs, the notice shall be delivered to the Responsible Official as directed by the City agency issuing the MPO. The address and fax number for the City's HIPAA Privacy Officer is as follows:

City of Philadelphia Law Department
Attn: HIPAA Privacy Officer
1515 Arch Street, 17th Floor
Philadelphia, PA 19102
Fax Number: (215) 683-5069

(4) Cooperation with City. Contractor shall cooperate with the City in investigating any unauthorized use or disclosure of PHI, Breach of Unsecured Protected Health Information, or Security Incident and in meeting the City's obligations under the HIPAA Law, the HITECH Act, the Privacy and Security Rules, the Breach Notification Rule, and the Other Privacy Laws.

(5) Responsibility for Costs - Breach of Unsecured Protected Health Information. Contractor agrees to be fully responsible for any and all costs, fees, fines, penalties and expenses the City incurs to comply with the notification and mitigation requirements of 45 CFR. §§164.404, 164.406, 164.408, and 164.414, that result from any Breach of Unsecured Protected Health Information under the custody or control of Contractor or Contractor's agents or subcontractors.

(6) Responsibility for Costs - Pennsylvania Breach of Personal Information Notification Act. Contractor agrees to be fully responsible for any and all costs, fees, fines, penalties, and expenses the City incurs to comply with the requirements of the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. §2301 (2005), in the event that notification is required thereunder and to the extent there was a Breach of Personal Information under the custody or control of Contractor or Contractor's agents or subcontractor.

(e) **Obligations of City to Inform Contractor of Privacy Practices and Restrictions.**

(1) City shall notify Contractor of any limitation(s) in City's notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.

(2) City shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's use or disclosure of Protected Health Information.

(3) City shall notify Contractor of any restriction on the use or disclosure of Protected Health Information that City has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(f) **Termination.**

(1) **Termination for Cause.**

a) If City becomes aware of a breach or violation of Contractor's obligation under these City PHI Terms, City shall have the right to terminate the Contract immediately if Contractor fails to cure the breach or end the violation within ten (10) days after City notifies Contractor of the breach or violation. Notwithstanding anything to the contrary in this Section 6 or elsewhere in the Contract, and in addition to and without limiting any other termination rights of the City provided in the Contract, the City may immediately terminate the Contract, without providing an opportunity to Contractor to cure the breach, if City determines in its sole discretion that 1) Contractor has breached a material term of these City PHI Terms and 2) such breach cannot reasonably be cured within ten (10) days after City notifies Contractor of the breach.

b) If City, in its sole discretion, elects not to terminate the Contract, City shall report the breach or violation to the Secretary.

(2) **Effect of Termination.** At termination of the Contract for any reason, unless Contractor is mandated by Applicable Law to retain the Protected Health Information or unless City directs Contractor, or agrees in writing to allow Contractor, to retain the Protected Health Information after the Contract terminates, Contractor shall return to the Responsible Official or, if directed by the Responsible Official in writing to do so, shall destroy all Protected Health Information that the Contractor still maintains or otherwise holds in any form, and Contractor shall retain no copies of such information in any electronic, paper, or other form, format, or medium. To the extent Contractor is mandated by Applicable Law or directed or authorized by the City to retain any Protected Health Information after the termination of the Contract, Contractor agrees to extend the protections of the City PHI Terms to the information and limit further uses and disclosures strictly to those purposes that are mandated by Applicable Law or that are expressly authorized by the City in writing. At such time as Contractor is no longer mandated by Applicable Law or directed or authorized by the City to retain the Protected Health Information, Contractor shall return to the Responsible Official or, if directed by the Responsible Official in writing to do so, shall destroy all Protected Health Information retained by the Contractor, and Contractor shall retain no copies of such information in any electronic, paper, or other form, format, or medium. If Contractor destroys any Protected Health Information, Contractor agrees to use a technology or methodology that renders the Protected Health Information unable to be read or reconstructed and that complies with the most recent guidance issued by the Secretary with respect to technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable for purposes of the Breach

notification requirements under the HITECH Act. The above notwithstanding, to the extent Contractor, during the term of the Contract, maintains or otherwise holds any Protected Health Information for or on behalf of the City that the City has a legal obligation to retain under any local, state or federal records retention laws, Contractor shall retain such Protected Health Information that is not returned to the City for the time period and in accordance with such retention laws.

The foregoing paragraph shall apply to Protected Health Information in the possession of subcontractors or agents of Contractor, shall be enforced by Contractor with respect to such subcontractors and agents, and shall be incorporated in any subcontract or other agreement between Contractor and such subcontractors or agents for the performance of services under the Contract.

(g) **Miscellaneous.**

(1) **Privacy Law Modifications Notice.** Notwithstanding any provision of the Contract to the contrary, the Contractor and the City agree that these City PHI Terms shall be deemed automatically modified as the City in its sole judgment deems necessary from time to time to insure continued compliance with the requirements of the Privacy and Security Rules, the HITECH Act, the HIPAA Law, the Breach Notification Rule, Other Privacy Laws, and all regulations implemented pursuant thereto, such modification to be effective upon the City posting the modified City PHI Terms on the City's website (at <https://secure.phila.gov/eContract/> under the "About" link)

(2) **Survival.** The respective rights and obligations of Contractor under Sections 4 and 6(b) hereof shall survive the termination of the Contract.

(3) **Interpretation.** Any ambiguity in this Article shall be resolved to permit the City and require Contractor to comply with the Privacy and Security Rules, the HITECH Act, the HIPAA Law, the Breach Notification Rule, and Other Privacy Laws.

14.11 **Business, Corporate and Slavery Era Insurance Disclosure.**

In accordance with Section 17-104 of The Philadelphia Code, the Provider, after execution of this Agreement, will complete an affidavit certifying and representing that the Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) has searched any and all records of the Provider or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Provider expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not

limited to, Section 17-104 of The Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

14.12 Philadelphia 21st Century Minimum Wage and Benefits Standard. If Provider is an Employer, as defined at Philadelphia Code Section 17-1303, with the exclusion of subcontractors and their employees, Provider shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and to extent the Provider provides health benefits to any of its employees, the Provider shall provide each full-time, non-temporary, non-seasonal covered employee health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Provider, as more fully set forth at Philadelphia Code Chapter 17-1300. The Provider shall promptly provide to the City all documents and information verifying its compliance with the requirements of Chapter 17-1300. Furthermore, Provider shall notify each affected employee what wages are required to be paid pursuant to Chapter 17-1300.

Prior to commencement of the contract's term or execution by the City, each Provider subject to Chapter 17-1300 will certify to the satisfaction of the City that its employees are paid the minimum wage standard as provided by Chapter 17-1300.

A Provider subject to Chapter 17-1300 shall comply with all its requirements as they exist on the date when the Provider entered into its agreement with the City or when such agreement is amended. A Provider subject to Chapter 17-1300 who fails to comply with its provisions may, after notice and hearing before the Finance Director or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts for up to three (3) years. Furthermore, the Council may, by resolution adopted after a public hearing, determine that there are reasonable grounds to believe that an employer subject to Chapter 17-1300 has failed to comply with its provisions, and that if such failure is established, then debarment would be an appropriate remedy for such failure. A copy of any such adopted resolution shall be forwarded to the Finance Director, or such other officer or agency designated by the Mayor, who shall without undue delay provide appropriate notice and opportunity for hearing, and after such hearing, make a final determination as to whether there has been a violation of Chapter 17-1300 and whether debarment, as provided by Chapter 17-1300, should be imposed. Such debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300. The debarment procedure by Council resolution shall be in addition to any other procedure for debarment established under Chapter 17-1300.

The Office of Labor Standards may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

ARTICLE XV: FIXED ASSETS

15.1 Title to Fixed Assets.

(a) Title to fixed assets purchased in whole or in part through this Contract shall vest in the City, subject to Provider's use thereof during the Term of this Contract. The City may, at its sole discretion, in whole or in part, according to the percentage of contribution, and within one hundred and eighty (180) days after the expiration of the Term of this Contract:

(1) Take possession of the fixed assets and reimburse any other funding sources according to their percentage of contribution based upon fair market value as determined by an Independent appraisal by an appraiser selected by the City;

(2) Direct that the fixed assets be sold pursuant to an independent appraisal by an appraiser selected by the City reflecting an acceptable fair market value, with the proceeds of the sale retained by the City;

(3) Allow retention by Provider upon proportionate payment to the City of the share contributed by the City as determined by the fair market value in accordance with an independent appraisal by an appraiser selected by the City.

(b) Provider shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection, preservation, and insurance of property so as to assure its full availability and usefulness for the performance of this Contract. A control system, including insurance coverage, must be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated and fully documented by Provider.

(c) During the Term of this Contract and within one hundred and eighty (180) days after the expiration or earlier termination of the Term hereof, Provider shall not sell, lease, donate, or otherwise dispose of any fixed asset purchased with funds obtained pursuant to this Contract without prior written permission from the City.

(d) The following provisions shall apply to all property which has been furnished by the City or for which reimbursement has been made.

(1) Provider shall maintain a fixed assets ledger or equivalent document which shall be current and shall be submitted to the City in accordance with the terms and conditions of this Contract. The fixed assets ledger or equivalent document shall separately identify those assets owned by the City and those assets owned by Provider.

(2) In the event that Provider is indemnified, reimbursed or otherwise compensated for any loss, destruction or damage to assets covered by this Contract, it shall notify the City in writing and shall use the proceeds to repair, renovate or replace the property involved; and shall credit such proceeds against the cost of work covered by this Contract, or shall otherwise reimburse the City as directed by the City.

(3) Provider shall maintain an inventory listing of all fixed assets.

Provider shall perform an annual physical inventory at the end of the Initial Term and the end of any Additional Term of this Contract, by sighting and verifying the inventory listings. Discrepancies shall be documented and kept on file with the invoices, inventory reports, and other papers which are subject to audit. Provider shall submit such inventory listings to the City at the end of the Initial Term and the end of any Additional Term of this Contract. Without limiting the applicability of other portions of this Contract, the City retains the right to enter the property or facilities used in connection with this Contract or Services, to make inspections of fixed assets covered by this Contract, and of the above-mentioned invoices, inventory reports and other papers.

ARTICLE XVI: MISCELLANEOUS

16.1 **Governing Law.** This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

16.2 **Amendments; Waiver.** Except as provided in Sections 3.3 and 5.7 above, this Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties. Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of this Contract shall be deemed: (a) to be a waiver by that Party of any other provision in this Contract; or (b) to be a waiver by that Party of any breach by the other Party of its obligations under this Contract. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

16.3 **Integration.** The Contract Documents forming this Contract, including the Provider Agreement and the General Provisions and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any Party or to vary any of the terms contained in this Contract.

16.4 **No Joint Venture.** The Parties do not intend to create, and nothing contained in this Contract shall be construed as creating, a joint venture arrangement or partnership between the City and Provider with respect to the Services or the Materials.

16.5 **No Third Party Beneficiaries.** Nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any

rights, remedies, or other benefits, including but not limited to third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

16.6 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

16.7 **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract and the application of such provision to Persons, or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

16.8 **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, along with the following: Provider's representations, warranties and covenants set forth in Article IV (Provider's Representations, Warranties and Covenants) above; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 8.2 (Indemnification) above; and the Parties' rights and obligations set forth in Article X (Ownership of Materials; Proprietary Information; Confidentiality) above.

16.9 **Determination of Disputes.** Any dispute arising between the City and Provider under or with respect to either Party's covenants, obligations, powers, rights or duties under this Contract shall be submitted to and decided by the Commissioner or his or her designee. The Commissioner or his or her designee shall render and reduce to writing his or her decision, and furnish a copy to Provider by notice under this Contract. In connection with any dispute under this Contract, the Commissioner shall offer Provider an opportunity to offer evidence in support of its position concerning the subject matter of the dispute. This Section shall not be construed to limit the benefit to the City of Articles XI (Events of Default) or XII (Remedies) above.

16.10 **Interpretation; Order of Precedence.** In the event of a conflict or inconsistency between the terms of these General Provisions and the terms of the Provider Agreement, the terms of these General Provisions shall control, except to the extent (if any) that the Provider Agreement contains an express change, by specific reference, to the General Provisions.

16.11 **Headings.** The titles, captions or headings of Articles, Sections and Exhibits or schedules in this Contract are inserted for convenience of reference only; do not in any way

define, limit, describe or amplify the provisions of this Contract or the scope or intent of the provisions, and are not a part of this Contract.

16.12 **Statutory and Other Citations.** All statutory or other citations of law referenced in the Contract shall refer to the statute referenced, as it may be amended or superseded from time to time.

16.13 **Days.** Any references to a number of days in this Contract shall mean calendar days unless this Contract specifies business days.

16.14 **Forum Selection Clause; Consent to Jurisdiction.** The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 5.1 (Notice) of the Provider Agreement.

16.15 **Waiver of Jury Trial.** Provider hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into this Contract.

16.16 **Notices.** All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (*e.g.*, Federal Express or United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case notices shall be sent to the addresses set forth in Section 5.1 (Notice) of the Provider Agreement, or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 16.16 (Notices).

EXHIBIT SAA-2

EXCEPTIONS TO THE GENERAL PROVISIONS

Article 14, Section 14.1(a) of the General Provisions is hereby amended to read as follows:

14.1 **Non-Discrimination; Fair Practices.**

(a) This Contract is entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. In addition, Provider shall, in performing this Contract, comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor’s Executive Order No. 04-86 (prohibiting discrimination on the basis of Human Immunodeficiency Virus infection), as each may be amended from time to time and which, as applicable, prohibit, among other things, discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familiar status, genetic information or domestic or sexual violence victim status, or other act or practice made unlawful under Chapter 9-1100 or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of this Section 14.1 (Non-Discrimination; Fair Practices), the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

Article 14, Section 14.12 of the General Provisions, is hereby amended to read as follows:

14.12 **Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard.**

(a) Provider is a “Service Contractor” in that by virtue of entering into this Contract, Provider has entered into a “Service Contract” as those terms are defined in Section 17-1302 of the Code; excluded from those terms is any Subcontractor and its employees and any Subcontract entered into by Provider pursuant to this Contract. If Provider is also an “Employer,” as that term is defined in Section 17-1302, and as the term “Employer” is further described in Section 17-1303 of the Code, Provider shall provide its covered Employees (persons who perform work for a covered Employer that arises directly out of a Service Contract with the City) with the minimum wage standard

and minimum benefits standard stated in Section 17-1305 of the Code, which are summarized below and as further set forth in the remaining provisions of Chapter 17-1300 of the Code:

(1) provide its covered Employees with an hourly wage, excluding benefits, that is at least 150 percent of the federal minimum wage;

(2) to the extent the Provider provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Provider; and

(3) provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).

(b) Provider shall promptly provide to the City all documents and information as the City may require verifying its compliance with the requirements of Chapter 17-1300. Provider shall notify each affected employee what wages are required to be paid pursuant to Chapter 17-1300.

(c) A Provider subject to Chapter 17-1300 shall comply with all its requirements as they exist on the date when the Provider entered into this Contract with the City or when this Contract is amended. A Provider subject to Chapter 17-1300 who fails to comply with its provisions may, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts for up to three (3) years. Furthermore, the Council may, by resolution adopted after a public hearing, determine that there are reasonable grounds to believe that an employer subject to Chapter 17-1300 has failed to comply with its provisions, and that if such failure is established, then debarment would be an appropriate remedy for such failure. A copy of any such adopted resolution shall be forwarded to the Director of Finance, or such other officer or agency designated by the Mayor, who shall without undue delay provide appropriate notice and opportunity for hearing, and after such hearing, make a final determination as to whether there has been a violation of Chapter 17-1300 and whether debarment, as provided by Chapter 17-1300, should be imposed. Such debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300. The debarment procedure by Council resolution shall be in addition to any other procedure for debarment established under Chapter 17-1300.

(d) The Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code. An overview offering guidance on the applicability of, and requirements placed on City contractors by Chapter 17-1300 of the Code is available on the City's

website (at <https://secure.phila.gov/eContract/> under the “About” link) (see “Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors”).

Article 14 of the General Provisions is hereby amended to add a new Section 14.13 which shall read as follows:

14.13 Chapter 17-1900 of the Philadelphia Code: Equal Benefits Ordinance.

(a) Unless Provider is a government agency, this is a “Service Contract” as that term is defined in Section 17-1901(4) of the Code. If the Service Contract is in an amount in excess of \$250,000, then pursuant to Chapter 17-1900 of the Code, Provider shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Section 19-1502(1)(b) of the Code, extend the same employment benefits the Provider extends to spouses of its employees to life partners of such employees. Provider certifies that (i) it is in compliance with the requirements of Chapter 17-1900, (ii) its employees have been notified of the employment benefits available to life partners pursuant to Chapter 17-1900, and (iii) such employment benefits are currently, or will be made available within the time required by Section 17-1902(2), or that the Provider does not provide employment benefits to the spouses of married employees.

(b) Provider acknowledges and agrees that the following terms are included in this Contract:

(1) Provider shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900 of the Code.

(2) Noncompliance by the Provider with the requirements of Chapter 17-1900 of the Code shall be a material breach of this Contract.

(3) Discrimination or retaliation by the Provider against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of this Contract.

(4) In addition to any other rights and remedies available to the City pursuant to this Contract at law or in equity, a material breach of this Contract related to Chapter 17-1900 may result in the suspension or debarment of Provider from participating in City contracts for up to three (3) years.

(c) An overview offering guidance on the applicability of, and requirements placed on City contractors by Chapter 17-1900 of the Code is available on the City’s website (at <https://secure.phila.gov/eContract/> under the “About” link) (see “Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors”).

APPENDIX B

CITY OF PHILADELPHIA

**OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND
DISABLED OWNED BUSINESS ENTERPRISES**

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(NON-COMPETITIVELY BID CONTRACTS)**

APPENDIX B
CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS
ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(NON-COMPETITIVELY BID CONTRACTS)

Under the authority of Executive Orders No. 02-05 and 14-08, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts (collectively, "M/W/DSBE" which also includes firms designated as DBE¹). Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("OEO").

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, "NOCO").²

For this NOCO, the OEO requires that applicant exercise "good faith efforts" to solicit and make commitments with M/W/DSBEs for the work of this Contract. "Good faith efforts" are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful participation of M/W/DSBEs in the work of this contract. Solicitations and any commitments with M/W/DSBEs shall be designated on the Solicitation and Commitment Form.

Applicant hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Applicant is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency³ or identified in the OEO Certification Registry at the time of contract award will be counted for participation. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry. If applicant or applicant's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be included with the proposal.

¹ "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If applicant makes solicitation(s) and commitment(s) with a DBE, applicant shall indicate which category, MBE or WBE, is submitted for counting.

² The term "Notice of Contracting Opportunity," shortened to the acronym "NOCO," refers to the City's contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.

³ Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO.

2. Participation is counted only if the M/W/DSBE performs a commercially acceptable function (“CAF”). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the NOCO), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will be counted as either an MBE or WBE or DSBE. The firm will not be counted in more than one category. Applicants will note with their submission which category, MBE or WBE or DSBE, is submitted for counting.

4. An MBE/WBE/DSBE submitting as the prime applicant is required, like all other applicants, to submit a proposal that is responsive to the Policy and will only be counted for the amount of its own work or supply effort on this NOCO. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this contract, may be counted but only to the extent of the M/W/DSBE partner’s ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, applicants are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, applicants may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from applicants in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A proposal, responsive to the Policy, is one which documents the applicant’s exercise of good faith efforts. The applicant’s Solicitation For Participation and Commitment Form should include evidence of the M/W/DSBEs that have been solicited and any commitments to use the M/W/DSBEs in performance of the contract. This form should be submitted with applicant’s proposal but the City, at its sole discretion, may allow applicants to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. As an expression of good faith efforts, the Solicitation For Participation and Commitment Form should contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled “Solicitation For Participation and Commitment Form”. Applicants should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A

reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The applicant's listing of a commitment with an M/W/DSBE constitutes a representation that the applicant has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the applicant has entered into a joint venture with an MBE, WBE and/or DSBE partner, the applicant is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. In evaluating applicant's good faith efforts, OEO will review the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve meaningful M/W/DSBE participation in this contract. Failure to submit the documentary evidence of good faith efforts will result in rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow applicants to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by applicant.
- Provide any additional evidence pertinent to applicant's conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that applicant has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing applicant's efforts to achieve meaningful M/W/DSBE participation, applicant may submit any corroborating documentation (e.g., copies of advertisements for participation).

The applicant's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the applicant's actions were motivated by considerations of race or gender or disability. The OEO may investigate the applicant's contracting activities and business practices on similar public and private sector contracts. For example, if applicant rejects any M/W/DSBE based on price, applicant must fully document its reasons for the rejection and also demonstrate that applicant subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by applicant. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether applicant short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.
- Whether the applicant's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether applicant selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether applicant employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the applicant's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the proposal is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The successful applicant shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the successful applicant agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the applicant has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Director of Finance the imposition of sanctions on the applicant including debarment of the applicant from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the applicant's place of business and/or job site and obtain documents and information from any applicant, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain applicant's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The successful applicant shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The successful applicant agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful applicant's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful applicant's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the successful applicant hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful applicant from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this NOCO nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:		Name of Bidder/Proposer:				Bid/RFP Opening Date:		
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.								
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								
Contact Person			Quote Received		Amount Committed To			
Telephone Number Fax Number			YES²	NO	Dollar Amount			
Email Address					\$			
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP			
				%				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								
Contact Person			Quote Received		Amount Committed To			
Telephone Number Fax Number			YES²	NO	Dollar Amount			
Email Address					\$			
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP			
				%				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								
Contact Person			Quote Received		Amount Committed To			
Telephone Number Fax Number			YES²	NO	Dollar Amount			
Email Address					\$			
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP			
				%				

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
2. Attach all quotations to this form.
09/2010

APPENDIX C

**CITY OF PHILADELPHIA TAX AND REGULATORY
STATUS AND CLEARANCE STATEMENT
FOR APPLICANTS**

APPENDIX C

**CITY OF PHILADELPHIA TAX AND REGULATORY
STATUS AND CLEARANCE STATEMENT
FOR APPLICANTS**

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant's proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant's proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state "none")*	
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state "none")*	

___ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

___ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City's tax and other regulatory requirements.

Authorized Signature

Date

Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City's Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on "Register" or "Register Now" to register your business.

APPENDIX D

**CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC HEALTH
AIDS ACTIVITIES COORDINATING OFFICE**

**HIV EMERGENCY RELIEF PROJECT GRANTS (CARE SERVICES)
SERVICE PROVISIONS (SCOPE OF WORK)**

EXHIBIT

**City of Philadelphia
Department of Public Health
AIDS Activities Coordinating Office**

**HIV Emergency Relief Project Grants (Care Services)
Service Provisions (Scope of Work)**

Overview

Statement of Purpose

This contract provides HIV-related services for individuals living with HIV/AIDS who have no health insurance (public or private), have insufficient health care coverage, or lack financial resources to get the care they need for their HIV disease. The source of funding for these services is Ryan White Treatment Extension Act of 2009 Part A Federal funding. This funding is provided through the Health Services and Resources Administration to the City of Philadelphia for the nine county Philadelphia Eligible Metropolitan Area. The Ryan White HIV/AIDS Program fills gaps in care not covered by other funding sources.

Department Overview

The mission of the Department of Public Health (“Health Department”) is to protect the health of all Philadelphians and to promote an environment that allows us to lead healthy lives. We provide services, set policies, and enforce laws that support the dignity of every man, woman and child in Philadelphia. The Health Department is organized in the following divisions, each of which is responsible for providing service related to its name: AIDS Activities Coordinating Office, Air Management Services, Ambulatory Health Services, Childhood Lead Poisoning Prevention Program, Chronic Disease Prevention, Commissioner’s Office, Disease Control, Environmental Health Services, Human Resources, Laboratory Services, Maternal Child and Family Health Services, Medical Examiner’s Office.

Division Overview

AIDS Activities Coordinating Office (AACO) is the division within the Health Department that will be responsible for managing the contract and any relevant interactions with other Departments or Agencies. AACO has the primary responsibility for managing the HIV prevention system in Philadelphia and HIV care systems in Philadelphia and the eight surrounding counties in Southeastern Pennsylvania and Southern New Jersey. AACO achieves its objectives primarily by funding health care and human services agencies to provide specific HIV and AIDS services. AACO monitors the service provider agencies and assures that the citizens of Philadelphia receive the highest quality services that meet or exceed the standards of care for HIV/AIDS services set by the U.S. Public Health Service (PHS), Centers for Disease Control (CDC), and the Health Resources and Services Administration (HRSA).

Compliance With Laws and Regulations

The PROVIDER shall comply with the AIDS Activities Coordinating Office’s program requirements, service provisions and the service delineation letter. These requirements and other relevant documents are contained in the *AIDS Activities Coordinating Office HIV/AIDS Care Services Program Manual 2010*, which is incorporated herein by reference and available upon request.

Service Delivery

A. The Provider shall provide one or a series of the following services to persons infected with HIV and their caregivers. The services to be performed by the Provider under this contract are indicated in bold type. The services shall only be changed by written approval from AACO.

Ambulatory/Outpatient Medical Care
Medical Case Management
Early Intervention
Oral Health Care
AIDS Pharmaceutical Assistance (Local)
Food Bank/Home Delivered Meals
Medical Transportation
Housing Services
Care Outreach
Mental Health Services
Substance Abuse Services
Medical Nutrition Therapy
Referral for Health Care/Supportive Services
Legal Services
Emergency Financial Assistance

The Provider shall comply with and render all appropriate services in accordance with the Allocation Notice attached hereto and made a part hereof as an Exhibit and in a manner consistent both with the Contract Work Statement authorized and issued by the AIDS Activities Coordinating Office (AACO) to each Provider and the Program Activity Forms submitted by each Provider which are on file at AACO. The Provider understands and agrees that payments shall not exceed the dollar amount listed on each Provider’s individual Contract Work Statement. Each provider understands that the Contract Work Statement may be changed, altered, or revised without amending the Contract. Said changes alterations or revisions shall affect and be binding only upon the individual provider specified in such Work Statement. Furthermore, each Provider understands that any change to the dollar amount on the Contract must be done via an Amendment to the Contract and that and such Amendment(s) must be signed by each Provider party to the Contract.

B. The Provider understands that the allocation of funds determined by the City and subsequent payments thereof shall depend upon the types and levels of services specified by the Health Commissioner or Commissioner’s designee.

Program Specific Terms and Conditions

The National Monitoring Standards were developed by the Division of Service System (DSS) within the Health Resources and Services Administration’s HIV/AIDS Bureau (HRSA/HAB) to help Ryan White HIV/AIDS grantees to meet federal requirements for program and fiscal management, monitoring, and reporting to improve program efficiency and responsiveness.

The Health Resources Services Administration (HRSA) expects all Ryan White providers to verify client’s eligibility for Ryan White services at intake, and re-certify their continued eligibility every six (6) months. All consumers must be screened for insurance coverage, and third party funding sources which will ensure Ryan White resources are only used for eligible clients.

- *The National Monitoring Standards (Universal, Fiscal, and Program) are on the HRSA web page at <http://hab.hrsa.gov/manage/granteebasics.htm>.*

- No funds may be used to support services that are reimbursable under any other program.
- Programs are required to maximize service reimbursement available from private insurance, Medicaid, Medicare, and other third-party sources.
- Provider must be certified to receive Medicaid payments or have documentation of efforts underway to obtain certification and timeline approved by AACO.
- Ryan White funds should be considered the Payer of Last Resort.
- Programs are required to track and report all sources of service reimbursement as program income. All program income must be used to further HIV program objectives.
- All providers must participate in the region's HIV-related community planning process, and the continuum of prevention and care.
- Services must be provided by the project sponsor in facilities that are accessible to people with physical disabilities in accordance with the Americans with Disabilities Act.
- Services provided must be made without regard to the individual's ability to pay, the individual's past or present, health condition, and in a setting accessible to low-income individuals.
- Special efforts must be undertaken by all recipients of grant funds to reach out to low-income individuals to make them aware of the availability of services.
- Service providers are required to collect data, and report in accordance with the Ryan White HIV/AIDS Program requirements.
- *City of Philadelphia Contract Cost Principles and Guidelines* will apply to all awards, (a copy of this document is available upon request).
- *City of Philadelphia Department of Public Health Professional Services Contract General Provisions* will apply to all awards.

Funding Restrictions

According to the **2011 HRSA Monitoring Standards and Policy Notice 10-02**, the following expenses are considered **unallowable** on any Ryan White budget or invoice. The following requirements and restrictions apply to all Ryan White funded agencies:

- Funds may not be used to purchase or improve land, or to purchase, construct or make permanent improvement to any building.
- No cash payments to service recipients. Note: A cash payment is the use of some form of currency (paper or coins). Gift cards have an expiration date; therefore they are not considered to be cash payments.
- To develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.
- Vehicles should not be purchased without written Grants Management Officer (GMO) approval.
- For non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.).
- For broad-scope awareness activities about HIV services that target the general public.
- For outreach activities that have HIV prevention education as their exclusive purpose.
- For influencing or attempting to influence members of Congress and other Federal personnel.
- For foreign travel.
- To purchase clothing.

- To support employment, vocational, or employment-readiness services.
- For funeral, burial, cremation, or related expenses.
- To cover a client's Medicare Part D "true out-of-pocket (i.e. TrOOP of donut hole)" costs.
- For legal costs associated with any criminal defense, or for class-action suits unrelated to access to services eligible for funding under the Ryan White HIV/AIDS Program.
- For direct maintenance expense (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees.
- To pay local or State personal property taxes.
- To purchase household appliances, pet foods, or other non-essential products.
- For off premise social/recreational activities or to pay for a client's gym membership.

Reporting Requirements

Quarterly Reports

Providers are required to submit quarterly narrative reports to AACO no later than fifteen calendar days after the end of the quarter. The CareWare Financial Reports must be sent along with the quarterly narrative reports.

Monthly Invoices

Providers with direct contracts must invoice AACO by the tenth (10th) of the following month in which costs are incurred. Providers who have subcontracts with Public Health Management Corporation (PHMC) or Urban Affairs Coalition (UAC) must invoice PHMC or UAC by the tenth (10th) of the following month in which costs are incurred. All costs invoiced for must be based on the program's actual expenditures.

All invoices must be submitted to AACO on a monthly basis for costs incurred, and services rendered during the previous month. AACO requires providers to attach copies of all back-up source documentation as part of the invoice package.

Final invoices must be submitted by the last business day of March after the grant ends.

Program Data Reporting

Providers must collect and report client-level data using RW CAREWare. Early Intervention providers must also complete a work plan for CTR and use AACO's HIV test form for reporting and must use the identification numbers generated for the work plan on the HIV test forms. Medical Case Management providers must complete medical case management follow-up forms sent to providers from the Client Services Unit. The reports listed below are generated from RW CAREWare and are required to be submitted by providers. Instructions for each report have been sent to providers. A calendar of due dates in 2012 will be sent to providers. These are available upon request.

RW CAREWare "Financial Report" is required quarterly and is due on the 5th of the month following the end of the quarter for Part A and is due on the 5th of month following the end of the quarter for Part B awards.

Care Outreach and Early Intervention Outcomes Reports are client level data reports which are due quarterly on the 5th of the month following the end of the quarter.

The Women, Infants, Children, and Youth (WICY) report is due once a year on March 5th for Part A, and April 5th for Part B.

The Primary Care Quality Management Export File is due February 6th for the preceding calendar year. Information Services Unit staff will export data from each provider site. Instructions will follow.

The Ryan White HIV/AIDS Program Data Report (RDR) is required for each Ryan White Part A and Part B funded provider. Reporting is on a calendar year basis for Part A funded providers and on a quarterly basis for Part B funded providers.

The Ryan White Services Report (RSR) is required for each Ryan White Part A and Part B funded provider. Providers must complete the report on-line using the HRSA Electronic Handbook or the Ryan White Data Report Web System by February 15th for the preceding calendar year and have the report in Review Status to meet this deadline. Providers funded for any Ryan White service must upload a client level data file as specified for the RSR as part of this requirement.

Quality Management and Outcome Reporting

Through this funding the City seeks to improve the health of people living with HIV disease by supporting a comprehensive continuum of high quality, community-based care for low-income individuals and families with HIV disease. *A comprehensive continuum of care includes primary medical care for the treatment of HIV infection that is consistent with Public Health Service guidelines.* Such care must include access to antiretrovirals and other drug therapies, including prophylaxis and treatment of opportunistic infections as well as combination antiretroviral therapies. Comprehensive HIV/AIDS care also must include access to substance-abuse treatment, mental-health treatment, oral health, and home health or hospice services. In addition, this continuum of care should include supportive services that enable individuals to access and remain in primary medical care as well as other health or supportive services that promote health and enhance quality of life.

Outcome measures are designed to monitor the impact of the services on the wellbeing of the client. The outcome measures for RW CARE Act funded programs include but are not limited to:

Outcome Measures
Outpatient/Ambulatory Medical Care
Percentage of clients with HIV infection who had 2 or more CD4 T-cell counts performed in the measurement year.
Percentage of clients with AIDS who are prescribed HAART.
Percentage of clients with HIV infection who had two or more medical visits in an HIV care setting in the measurement year.
Percentage of clients with HIV infection and a CD4 T-cell count below 200 cells mm ³ who were prescribed PCP prophylaxis.
Percentage of pregnant women with HIV infection who are prescribed antiretroviral therapy.
Percentage of clients with HIV infection who received testing with results documented for latent tuberculosis infection since HIV diagnosis.
Percentage of clients with HIV infection on ARV who were assessed and counseled for adherence two or more times in the measurement year.
Percentage of women with HIV infection who had a cervical cancer screening in the measurement year.
Percentage of clients with HIV infection who complete the vaccination series for Hepatitis B series.
Percentage of clients for whom Hepatitis C screening was performance at least once since the diagnosis of HIV infection.
Percentage of clients with HIV infection who received HIV risk counseling within the measurement year.
Percentage of clients with HIV infection on HAART who had a fasting lipid panel during the measurement period.
Percentage of clients with HIV infection who received an oral exam by a dentist at least once during the measurement year.
Percentage of adults with HIV infection who had a test for syphilis performed in the measurement year.

Percentage of clients with HIV infection at risk for sexually transmitted infections (STI) who had a test for chlamydia within the measurement year.
Percentage of clients with HIV infection at risk for sexually transmitted infections (STIs) who had a test for gonorrhea within the measurement year.
Percentage of clients with HIV infection who have been screened for Hepatitis B virus infection status.
Percentage of clients with HIV infection who have received influenza vaccination within the measurement period.
Percentage of new clients with HIV infection who have had a mental health screening.
Percentage of clients with HIV infection who ever received pneumococcal vaccine.
Percentage of new clients with HIV infection who have been screened for substance use (alcohol & drugs) in the measurement year.
Percentage of clients with HIV infection who are prescribed a PHS not recommended regimen or component.
Percentage of clients with HIV infection who had 2 or more viral loads performed in the measurement year.
Percentage of clients with HIV infection who had at least one medical visit in the previous measurement year who also had at least one medical visit in the current measurement year.
Percentage of clients newly diagnosed with HIV infection or newly enrolled in HIV medical care that are referred to Partner Services during the measurement year.
Percentage of clients who are MSM with HIV infection who had a syphilis screening during the measurement year.
Percentage of female clients with HIV infection who had an abnormal cervical cancer screening and a colposcopy during the measurement year.
Medical Case Management
Percent of 8-10 week follow-up forms completed and submitted by the HIV medical case management provider to the AIDS Activities Coordinating in the measurement period.
Percent of clients referred to an HIV medical case management provider who had a face-to-face case management visit within 8-10 weeks of the referral from the Client Services Unit in the measurement period.
Percentage of HIV-infected medical case management clients who had two or more medical visits in an HIV care setting in the measurement year.
Percentage of clients with HIV infection who have their mental health history and treatment status documented.
Percentage of clients with HIV infection who have their substance abuse history and treatment status documented.
Percentages of active case management clients that do a risk reduction plan at least one time annually.
Percentage of clients with HIV infection on ARVs who were assessed and counseled for adherence two or more times in the measurement year.
Percentage of HIV-infected medical case management clients who had a medical case management care plan developed and/or updated two or more times in the measurement year.
Early Intervention
Percentage of HIV tests that are newly identified HIV positive results.
Number and percentage of clients newly identified HIV positive who attend three HIV medical visits.
Oral Health Care
HIV-infected oral health patients will have a dental and medical health history (initial or updated) at least once in the measurement year.
HIV-infected oral health patients will have a dental treatment plan established and/or updated at least once in the measurement year.
HIV-infected oral health patients will receive oral health education at least once in the measurement year.
AIDS Pharmaceutical Assistance (Local)
Percent of patients requesting local AIDS pharmaceutical assistance who have been screened for Medicaid and ADAP eligibility.
Food Bank/Home-Delivered Meals

Percent of clients receiving home delivered meals who report an improvement in the number of meals eaten per day.
Percent of clients receiving home delivered meals who report an improvement in their energy level.
Medical Transportation
Percent of clients who request transportation to HIV medical care and receive it.
Housing Services
Percent of clients with short-term rental assistance who have medical necessity documented in charts.
Percent of clients with housing issues who receive direct representation, legal advice, and/or referral for housing matters.
Care Outreach
Number and percentage of clients with HIV infection without an HIV medical visit in 180 days with confirmed attendance at a first HIV medical appointment.
Number and percentage of clients with HIV infection without an HIV medical visit in 180 days who attend three HIV medical visits.
Mental Health Services
Percentage of clients receiving mental health therapy who are retained in HIV medical care as per the local outpatient/ambulatory retention measure.
Substance Abuse Services
Percentage of clients enrolled in a substance abuse program who complete it.
Medical Nutrition Therapy
Percentage of patients receiving medical nutrition therapy who have an individualized nutrition plan completed.
Referral for Health Care/Supportive Services
Percentage of callers to hotline who receive a referral to requested services.
Percentage of callers to hotline who receive requested information.
Legal Services
Percentage of clients with benefits issues will receive representation, legal advice and/or referrals.
Emergency Financial Assistance
Percentage of clients approved for emergency assistance who have proof of medical necessity documented in charts.

Providers will be required to report results using measures and data collection instruments that conform to instructions provided by the AIDS Activities Coordinating Office on all Ryan White funded services. The results will be reported in a format specified by the City. As part of a comprehensive continuum of care, the provider agrees to participate in quality improvement initiatives designed to achieve the outcome measures listed above.

Other

Providers must comply with special conditions of award and with other reporting requirements as specified in their award letters and/or in subsequent correspondence from AACO.

Fiscal Site Visit Requirement

As a requirement of the Ryan White HIV/AIDS Treatment Act, Budget Analysts of the AACO unit of the Philadelphia Department of Public Health must perform a fiscal site visit of all providers receiving funding for Ryan White sponsored services.

During the site visit, AACO fiscal staff shall perform an audit type review of all providers receiving Ryan White A and or Ryan White B funds. This audit performance includes meeting with various staff members of the providers, not limited to the fiscal staff responsible for the management of these funds. The provider shall furnish any and all documents requested by the AACO staff members conducting the site visit. At this review, the records and policies are inspected to ensure adherence to the Ryan White Guidelines. If necessary, a subsequent meeting pertaining to the site visit will be scheduled to remedy any issues.

APPENDIX E

**CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC HEALTH
AIDS ACTIVITIES COORDINATING OFFICE
OUTPATIENT/AMBULATORY MEDICAL CARE
SERVICE PROVISIONS**

I. AMBULATORY/ OUTPATIENT MEDICAL CARE

Ambulatory/Outpatient medical care services are defined as CARE provided by physicians specifically trained for and skilled in comprehensive primary care for persons with HIV and/or AIDS. Ambulatory/Outpatient medical care includes health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses in a variety of health care settings. The personal physician performs primary care, and collaborates in consultation with other health care professionals.

1. PROVIDER agrees that all clients will be certified as a Ryan White Eligible Beneficiary within thirty (30) days after initial contact with the client as evidenced by the completion of the AACO Ryan White Certification Form which is to be placed in the client's file. In addition:
 - A) PROVIDER will abide by the Ryan White Certification parameters:
 - 1) HIV status must be verified once per lifetime.
 - 2) Identity, insurance status, residency, and client income must be verified every six months.
 - 3) Verification that a person has had a viral load, CD4 count, or is receiving antiretroviral therapy must occur once a year.
 - 4) Client certification of eligibility, at any access point of care in the EMA, is valid for all services.
 - 5) If a person is not certified or is uncertifiable they cannot continue to receive Ryan White funded services.
 - 6) The process of certification should not be a barrier to providing care for an individual in need of services.
 - 7) Services should be provided until such time as a person is deemed ineligible.
 - B) PROVIDER agrees to follow the Ryan White certification process:
 - 1) Medical Case Management (MCM) and Outpatient Ambulatory Care (OAC) providers are primarily responsible for certification. However, this does not exempt other Care providers from initiating certification so as to facilitate access to Care services and ensure continuity of care.
 - 2) All providers making referrals to other Ryan White services must include written confirmation of eligibility certification in their referral.
 - 3) Clients with current documentation on file may be certified without being physically present.
 - 4) For clients without current documentation on file, certification will take place at the client's next MCM encounter.
 - 5) Persons receiving Ryan White services who do not get MCM through Ryan White funded services, or for whom their next appointment for MCM is more than 60 days away, must be certified by the first provider for whom services are received.
 - 6) Certification should be completed within 30 days from the time of intake/reassessment. A client may not continue to receive Ryan White services if they have not satisfied all certification requirements. Ryan White services may be renewed at any point after the client has satisfied certification requirements.

- 7) Once the client is deemed eligible, the Provider may count the service units provided to that client as “Ryan White service units” from the moment of intake, but no more than 30 days prior to completing certification.
- 8) If the documentation subsequently determines that the client is not eligible, those services may not be counted as “Ryan White service units” and the client may not be considered a Ryan White client. If a client is determined to be ineligible for Ryan White funded services, the provider may still provide services, but may not use Ryan White funds.
- 9) If a person is deemed ineligible, services should be tracked in CAREWARE as unfunded services.
- 10) All persons certified will be offered a signed card which they may bring to other Ryan White funded services they access to be copied, and kept on file. The agency completing the certification must maintain all certification documents.
- 11) All clients are to be reassessed and recertified every six months based on the date of their initial certification or recertification. Clients not certified within thirty (30) days of their expiration date are ineligible to receive Ryan White services until they are certified.

If the Provider is unable to provide services absent Ryan White support, they must document making appropriate referrals to other Providers who offer service absent Ryan White funding.

2. A. PROVIDER agrees to provide the minimum number of Units of Service per contract year or period, to the minimum number of unduplicated patients required during the contract year or period, as proposed on the Service Description Page (Form B-3) of the AACO Budget Package, (Version 1.3, effective 10/09), and confirmed in the Program Goal Sheet (Section E, Part II) and/or the Service Provision Delineation Letter (Section E, Part III) using the definitions contained in the Provider Services and Unit Definitions (Section E, Part I of this Manual).

B. PROVIDER further agrees to abide by any AACO Conditions of Award (Section E, Part IV) as required by AACO.

3. PROVIDER shall ensure that it provides AACO with required statistics as established in AACO’s RW HIV/AIDS Program Data Reporting Requirements (RDR) (Section D, Part I), and subsequent revisions.

4. PROVIDER shall assure that an outpatient visit, as an element of primary medical care, will include all professional diagnostic, therapeutic and supportive services directed at maintaining health or preventing/treating disease; rendered by a physician, osteopath, physician’s assistant, nurse practitioner or nurse; in an outpatient setting.

5. PROVIDER shall ensure that any new HIV patient provided treatment under this contract shall receive a comprehensive health history and physical examination during the patient’s initial outpatient visit, with a follow-up visit scheduled within four weeks after the initial visit. PROVIDER further agrees that the agency will provide these services to all of its existing HIV patients. These services shall include but not be limited to:

A. Documentation of HIV status;

B. A comprehensive evaluation, which includes a complete medical history and physical exam, mental status history and evaluation, review of all organ systems, and past and present HIV risk behavior;

C. Baseline diagnostic studies. Current laboratory studies including but not limited to: CBC with differential, lymphocyte subsets, biologic and virologic markers specific to HIV disease, hepatitis serology (for adults only), serum chemistries, toxoplasmosis serology (for adults only, if applicable to disease stage), PPD, RPR/VDRL (for sexually active individuals), and PAP screens (for women). Provider agrees to adjust these studies from time to time, as determined appropriate by the United States Public Health Services (USPHS) and other authorities in the treatment of HIV disease.

6. A. PROVIDER shall ensure that all charges to HIV patients who receive care under this contract will be made in accordance with Ryan White HIV/AIDS Extension Act of 2009 legislative guidelines and,

B. PROVIDER further ensures that (specialty) services will be billed to third party payers where applicable.

C. PROVIDER shall maintain a diagnostic fund of not less than \$3500 per uninsured patient to assure that patients without insurance are able to receive lab tests per EMA standards.

D. PROVIDER agrees to provide Medical Case Managers with medical documentation for medical case management services every six (6) months. The following key elements are required: dates of medical visits, dates and values of CD4 counts, dates and values of viral loads, and most recent HIV antiretroviral medications prescribed in the preceding six (6) months.

7. PROVIDER shall ensure that HIV- specific and HIV- related prescription medications are made available to HIV infected persons regardless of insurance status.

8. PROVIDER shall ensure that immunizations and prophylactic, HIV-specific and HIV-related prescription medications are made available to HIV infected persons. PROVIDER shall ensure that opportunistic infection prophylaxis occurs based on the USPHS guidelines for opportunistic infection prophylaxis and treatment.

9. PROVIDER shall ensure that a treatment plan is developed and implemented in collaboration with the HIV-infected patients.

A. The treatment plan shall be developed at the first visit after diagnostic test results have been received, and shall be ratified at the next visit or when further fall-up test results are available.

B. The treatment plan shall include, but is not limited to:

- a. Planned course of HIV antiretroviral medication prescription; and
- b. Adherence to those medications, and referrals to other services to support the treatment plan.

C. The treatment plan shall agree with the most recent version of the *Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents* or *Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection* developed by the Department of Health and Human Services.

D. Provider shall annotate in the HIV-infected patient's medical chart reasons for exceptions to the current Department of Health and Human Services *Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents* or *Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection* in developing and implementing the treatment plan.

E. The treatment plan shall be evaluated at each medical visit with the patient.

10. PROVIDER will schedule patient visits at a minimum of once every four (4) months.

11. Referrals shall be made for other services related to maintaining the treatment plan including both HIV Care and Prevention services. Medical Case Management and Partner Services facilitated by AACO and DIS, shall be given a priority by PROVIDER. PROVIDER shall ensure that consumers who present for Ambulatory/Outpatient Care with issues/barriers that may preclude them from being adherent to HIV/AIDS treatment and care will be referred to the AACO's Client Services Unit for assignment of medical case management services. PROVIDER shall ensure that all kept referrals are properly documented in each patient chart.

12. PROVIDER shall ensure that:

A. Screening for latent tuberculosis infection via a tuberculosis skin test or interferon- γ release assay per the most recent version of the *Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents* or *Guidelines for Prevention and Treatment of Opportunistic Infections among HIV-Exposed and HIV-Infected Children* developed by the Department of Health and Human Services.

B. Provision of immunization per the most recent version of the *Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents* or *Guidelines for Prevention and Treatment of Opportunistic Infections among HIV-Exposed and HIV-Infected Children* developed by the Department of Health and Human Services.

C. Other health screenings including mental health screening and substance abuse screening annually or more frequently if clinically indicated, among others.

D. Assessment and prophylaxis and/or treatment for opportunistic infections per the most recent version of the *Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents* or *Guidelines for Prevention and Treatment of Opportunistic Infections among HIV-Exposed and HIV-Infected Children* developed by the Department of Health and Human Services.

E. Other health services as indicated by HIV-infected patient's age and risk.

F. For female patients: provision of or referral to routine annual gynecological examination or more frequently if clinically indicated. The examination shall include, but is not limited to, breast examination, pelvic exam, gynecological related medical history, cervical cancer screening, colposcopy if clinically indicated, screening for sexually transmitted infections, pregnancy testing, and family planning. Providers who refer for gynecological care shall obtain a report of the examination including the results of the cervical cancer screening and colposcopy (if clinically indicated). Providers who do not perform colposcopies onsite shall refer women as clinically

appropriate for a colposcopy, assist the women in attending the appointment and obtain a report of the procedure including the result.

G. For male patients: Colorectal examinations as appropriate, screening for testicular abnormalities, other sexually transmitted diseases, and testing for hormonal levels.

13. PROVIDER shall ensure that there is a face-to-face assessment for each HIV-infected patient for the following areas every three to four months or more frequently if clinically indicated. A face-to-face assessment can be extended to every six months for those HIV-infected patients who are adherent to therapy with sustained viral suppression and stable clinical status for more than 2-3 years. The assessment should include:

- A. Review of systems;
- B. Physical examination;
- C. Assessment of treatment plan including assessment for treatment failure and changing therapy, assessment for treatment adherence, and assessment of side effects;
- D. Assessment of activities of daily living;
- E. Assessment of pain and control;
- F. Assessment of risk behaviors and provision of prevention referrals as needed; and
- G. Assessment of psychosocial needs and provision of referrals as needed.

14. PROVIDER shall ensure that patient chart documentation reflects patient understanding of treatment options, methods of risk reduction, and methods for reducing transmission to others, and if appropriate, from mothers to infants. Clinician will thoroughly explain all treatment options, including the consequences of interrupting or missing medications. PROVIDER shall ensure collaboration with HIV Medical Case Management providers to address consumer issues/barriers to HIV/AIDS treatment adherence and care.

15. Medical Staff Qualifications:

A. PROVIDER shall assure that physicians providing outpatient/ambulatory medical care per the contract be an HIV-qualified physician. To be an HIV-qualified physician, an individual should be able to show continuous professional development by meeting the following qualifications:

1. In the immediately preceding 24 months has provided continuous and direct medical care to a minimum of 20 HIV-infected patients who are infected with HIV; and
2. In the immediately preceding 24 months has successfully completed a minimum of 30 hours of Category 1 continuing medical education in the diagnosis and treatment of HIV-infected patients; or
3. Recertification in the subspecialty of infectious diseases or initial board certification in infectious diseases in the preceding 12 months.

Physicians providing outpatient/ambulatory medical care per the contract who do not meet the above qualifications shall be supervised by a physician who does meet the qualifications. Information documenting the above qualifications for the HIV-qualified physician at the provider site shall be available to the program analyst upon request.

B. Nurse Practitioners and Physician Assistants on the contract to provide outpatient/ambulatory medical care must be supervised by a physician who meets the above qualifications and in

accordance to approved American Medical Association guidelines (Policies H-160.947 and H-160.950).

1. Physician Assistants providing outpatient/ambulatory medical care should be able to show continuous professional development by meeting the following qualifications:

a. In the immediately preceding 24 months have successfully completed a minimum of 20 hours of continuing medical education in the diagnosis and treatment of HIV-infected patients; and

b. Initial certification or recertification as a Physician Assistant every 6 years or as required by law.

2. Nurse Practitioners providing outpatient/ambulatory medical care should be able to show continuous professional development by meeting the following qualifications:

a. In the immediately preceding 24 months have successfully completed a minimum of 15 hours of continuing medical education in the diagnosis and treatment of HIV-infected patients; and

b. In the immediately preceding 24 months have successfully completed a minimum of 16 hours of continuing medical education in pharmacology.

16. PROVIDER shall ensure that clinicians associated with this program are expected to be current on relevant HIV/AIDS information. Medical staff is expected to complete at least eight (8) hours of HIV specific continuing education per year. This must be documented by the program and available for review by the AACO Program Analyst upon request.

17. PROVIDER shall ensure that it adheres to the Medicaid reimbursement charges for laboratory tests, vaccines, office visits, and medications detailed above, as agreed with the AACO Program Analyst.

18. PROVIDER shall ensure that all patients are made aware of HIV-related services offered by the provider, and that other HIV-related referral, treatment, and educational information is made available for all patients.

19. PROVIDER shall ensure that secondary prevention efforts are integrated into ambulatory/outpatient medical care services for Persons Living with HIV/AIDS. Secondary prevention activities assist persons with HIV/AIDS maintain an optimal level of health, and prevent both re-infections with HIV.

20. A. PROVIDER shall ensure that appropriate diagnostic studies are provided. These studies will include, but are not limited to:

- 1) CBC with differential;
- 2) Biologic and virologic markers specific for HIV disease such as CD4 counts, HIV viral assays, and HIV typology;
- 3) Hepatitis serology and further evaluation of active hepatitis B and/or C as clinically appropriate;
- 4) Serum chemistries;
- 5) Toxoplasmosis serology, when appropriate for disease stage.

21. PROVIDER will schedule patient visits at a minimum of once every four (4) months.

22. Referrals shall be made for other services related to maintaining the treatment plan including both HIV Care and Prevention services. Medical Case Management and Partner Services facilitated by AACO and DIS, shall be given a priority by PROVIDER. PROVIDER shall ensure that consumers who present for Ambulatory/Outpatient Care with issues/barriers that may preclude them from being adherent to HIV/AIDS treatment and care will be referred to the AACO's Client Services Unit for assignment of medical case management services. PROVIDER shall ensure that all kept referrals are properly documented in each patient chart.

23. PROVIDER shall ensure that:

A. Screening for latent tuberculosis infection via a tuberculosis skin test or interferon- γ release assay per the most recent version of the *Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents* or *Guidelines for Prevention and Treatment of Opportunistic Infections among HIV-Exposed and HIV-Infected Children* developed by the Department of Health and Human Services.

B. Provision of immunization per the most recent version of the *Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents* or *Guidelines for Prevention and Treatment of Opportunistic Infections among HIV-Exposed and HIV-Infected Children* developed by the Department of Health and Human Services.

C. Other health screenings including mental health screening and substance abuse screening annually or more frequently if clinically indicated, among others.

D. Assessment and prophylaxis and/or treatment for opportunistic infections per the most recent version of the *Guidelines for Prevention and Treatment of Opportunistic Infections in HIV-Infected Adults and Adolescents* or *Guidelines for Prevention and Treatment of Opportunistic Infections among HIV-Exposed and HIV-Infected Children* developed by the Department of Health and Human Services.

E. Other health services as indicated by HIV-infected patient's age and risk.

F. For female patients: provision of or referral to routine annual gynecological examination or more frequently if clinically indicated. The examination shall include, but is not limited to breast examination, pelvic exam, gynecological related medical history, cervical cancer screening, colposcopy if clinically indicated, screening for sexually transmitted infections, pregnancy testing, and family planning. Providers who refer for gynecological care shall obtain a report of the examination including the results of the cervical cancer screening and colposcopy (if clinically indicated). Providers who do not perform colposcopies onsite shall refer women as clinically appropriate for a colposcopy, assist the women in attending the appointment and obtain a report of the procedure including the result.

G. For male patients: Colorectal examinations as appropriate, screening for testicular abnormalities, other sexually transmitted diseases, and testing for hormonal levels.

24. PROVIDER shall ensure that there is a face-to-face assessment for each HIV-infected patient for the following areas every three to four months or more frequently if clinically indicated. A face-to-face assessment can be extended to every six months for those HIV-infected patients who are adherent to therapy with sustained viral suppression and stable clinical status for more than 2-3 years.

The assessment should include:

- A. Review of systems;
- B. Physical examination;
- C. Assessment of treatment plan including assessment for treatment failure and changing therapy, assessment for treatment adherence, and assessment of side effects;
- D. Assessment of activities of daily living;
- E. Assessment of pain and control;
- F. Assessment of risk behaviors and provision of prevention referrals as needed; and
- G. Assessment of psychosocial needs and provision of referrals as needed.

25. PROVIDER shall ensure that patient chart documentation reflects patient understanding of treatment options, methods of risk reduction, and methods for reducing transmission to others, and if appropriate, from mothers to infants. Clinician will thoroughly explain all treatment options, including the consequences of interrupting or missing medications. PROVIDER shall ensure collaboration with HIV Medical Case Management providers to address consumer issues/barriers to HIV/AIDS treatment adherence and care.

26. Medical Staff Qualifications:

A. PROVIDER shall assure that physicians providing outpatient/ambulatory medical care per the contract be an HIV-qualified physician. To be an HIV-qualified physician, an individual should be able to show continuous professional development by meeting the following qualifications:

1. In the immediately preceding 24 months has provided continuous and direct medical care to a minimum of 20 HIV-infected patients who are infected with HIV; and
2. In the immediately preceding 24 months has successfully completed a minimum of 30 hours of Category 1 continuing medical education in the diagnosis and treatment of HIV-infected patients; or
3. Recertification in the subspecialty of infectious diseases or initial board certification in infectious diseases in the preceding 12 months.

Physicians providing outpatient/ambulatory medical care per this contract who do not meet the above qualifications shall be supervised by a physician who does meet the qualifications. Information documenting the above qualifications for the HIV-qualified physician at the provider site shall be available to the program analyst upon request.

B. Nurse Practitioners and Physician Assistants on the contract to provide outpatient/ambulatory medical care must be supervised by a physician who meets the above qualifications and in accordance to approved American Medical Association guidelines (Policies H-160.947 and H-160.950).

1. Physician Assistants providing outpatient/ambulatory medical care should be able to show continuous professional development by meeting the following qualifications:

a. In the immediately preceding 24 months have successfully completed a minimum of 20 hours of continuing medical education in the diagnosis and treatment of HIV-infected patients; and

b. Initial certification or recertification as a Physician Assistant every 6 years or as required by law.

2. Nurse Practitioners providing outpatient/ambulatory medical care should be able to show continuous professional development by meeting the following qualifications:

a. In the immediately preceding 24 months have successfully completed a minimum of 15 hours of continuing medical education in the diagnosis and treatment of HIV-infected patients; and

b. In the immediately preceding 24 months have successfully completed a minimum of 16 hours of continuing medical education in pharmacology.

27. PROVIDER shall ensure that clinicians associated with this program are expected to be current on relevant HIV/AIDS information. Medical staff is expected to complete at least eight (8) hours of HIV specific continuing education per year. This must be documented by the program and available for review by the AACO Program Analyst upon request.

28. PROVIDER shall ensure that it adheres to the Medicaid reimbursement charges for laboratory tests, vaccines, office visits, and medications detailed above, as agreed with the AACO Program Analyst.

29. PROVIDER shall ensure that all patients are made aware of HIV-related services offered by the provider, and that other HIV-related referral, treatment, and educational information is made available for all patients.

30. PROVIDER shall ensure that secondary prevention efforts are integrated into ambulatory/outpatient medical care services for Persons Living with HIV/AIDS. Secondary prevention activities assist persons with HIV/AIDS maintain an optimal level of health, and prevent both re-infections with HIV.

31. A. PROVIDER shall ensure that appropriate diagnostic studies are provided. These studies will include, but are not limited to:

- 1) CBC with differential;
- 2) Biologic and virologic markers specific for HIV disease such as CD4 counts, HIV viral assays, and HIV typology;
- 3) Hepatitis serology and further evaluation of active hepatitis B and/or C as clinically appropriate;
- 4) Serum chemistries;
- 5) Toxoplasmosis serology, when appropriate for disease stage. Programmatic Service Provisions

B. PROVIDER shall ensure that only diagnostic studies directly funded by AACO shall be reported on, unless specifically requested by the AACO Program Analyst in the Service Delineation Letter. It is further agreed that these diagnostic studies will be reported separately in Ryan White CareWare monthly and submitted to AACO's Information Services Unit (ISU) quarterly.

32. PROVIDER shall ensure that the laboratories utilized are State and/or Commonwealth licensed and approved.

33. PROVIDER shall assure patient understanding of purpose for all diagnostic tests, purpose of referrals, purpose of medications, and medication dosage schedules. Documentation of patient/caretaker verbalization of understanding shall be maintained in the patient's chart.

34. PROVIDER shall assure that the program is linked to no less than one Ryan White Care Outreach Program funded through AACO, which shall be responsible for providing outreach to individuals who have become "lost to care" from the clinic (no kept appointment in more than 100 days). Provider agrees that administrative requirements shall include at least:

A. A Letter of Agreement which delineates the responsibilities of both providers,

B. Guidelines for how "lost to care" consumers are regularly identified.

C. The titles of the main individuals involved with the process, and

D. The protocol agreed upon by the Program and the Care Outreach Program regarding initiating and communicating how the activity is to occur. Meetings between the providers must be documented and made available for review by the AACO Program Analyst.

APPENDIX F

**CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC HEALTH
AIDS ACTIVITIES COORDINATING OFFICE**

**MEDICAL CASE MANAGEMENT
SERVICE PROVISIONS**

IV. MEDICAL CASE MANAGEMENT

1. PROVIDER agrees that *Medical Case Management services (including treatment adherence)* are a range of client centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, provided by trained professionals, including both medically credentialed and other health care staff who are part of the clinical care team, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV / AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.
2. PROVIDER agrees to provide the minimum number of Units of Service per contract year or period, and to provide the minimum number of unduplicated clients required during the contract year or period, as established on the Service Description Page (Form B-4) of the AACO Budget Package, (Version 1.2, effective 07/01), Service Provision Delineation Letter (SDL) (Section F, Part V) using the definitions contained in the Provider Services and Unit Definitions (Section E, Part V of this Manual), and further agrees to abide by any AACO Conditions of Award (Section F, Part IV) as required by AACO.
3. PROVIDER shall ensure that it provides AACO with required statistics as established on the Calendar of Dates Section of the AACO RW Parts A & B Data Reporting Requirements (Section E Part III), and subsequent revisions.
4. PROVIDER shall ensure that when necessary, and with the client's consent, that it will communicate with other agencies providing medical case management services to avoid duplication and assure coordination of services.
5. PROVIDER shall ensure that it fully participates in all AACO initiatives, including but not limited to: The Case Management Coordination Project, including training activities as well as other mandates and directives; Medical Case Management Quality Management, and; The Centralized Intake Process and Client Feedback Initiative of AACO's Client Services Unit (hereafter called Client Services).
6. PROVIDER shall ensure that for any client presenting for medical case management services, either face to face or by phone, the medical case manager will assist the client in immediately contacting Client Services.

7. PROVIDER shall assure that in the event any individual presenting for services and is experiencing a crisis, the Provider will immediately respond to this crisis. The crisis will be defined as acute emotional distress (i.e. psychosis or grief); suicidal and/or homicidal ideation; physical symptoms which appears emergent in nature, whether or not caused by HIV, and; situations resulting from apparent negligence, violence, or abuse.
8. PROVIDER shall assure that all client related information released to the Provider by AACO is kept strictly confidential. Provider further agrees to comply fully and explicitly with all statutory restrictions under PA Act 148, Chapter 35, PS 7607, or face substantial penalties.
9. PROVIDER agrees that all referrals shall be obtained through Client Services. In cases where clients contact the medical case management agency directly, Provider agrees that the client will be referred to Client Services prior to enrollment. In addition:
 - A. PROVIDER assures that all referrals into the program shall be through a standard protocol developed by Client Services.
 - B. PROVIDER assures that should a waiting list be required that this list shall reside solely with Client Services.
 - C. PROVIDER assures that the following procedure shall be followed in order to establish a waiting list:
 - 1) When the Provider decides that it is no longer feasible for it to accept referrals, that it shall contact AACO to inform the Program Analyst, and request to inform Client Services to initiate a waiting list for the Program.
 - 2) The Program Analyst must review the evidence being presented with due diligence. If the Program Analyst agrees that a waiting list should be initiated, a verbal authorization shall be provided, to be followed by written authorization to both Client Services and the Provider.
 - 3) Once Client Services has been informed of this fact, by the Program Analyst, no referrals will be made to the program until the waiting list has been dissolved except as is provided for in case of emergencies.
 - 4) In cases where individuals are referred to the agency through a secondary system (such as Counseling, Testing and Referral [CTR]), pending official referral by Client Services, the Provider assures that it will inform the client that the program is not accepting referrals. The client will then be referred to Client Services, which will follow the waiting list protocol.
 - 5) In cases where clients indicate that they wish to be served only through this Provider, Client Services will place the individual on a “first-come

first-serve” waiting list for the Provider and follow the protocol addressing this situation.

- 6) Provider agrees to keep the Program Analyst up-to-date regarding this situation, as well as report on the status of this situation in the Quarterly Narrative Report.

10. PROVIDER agrees that all clients will be certified as a Ryan White Eligible Beneficiary within thirty (30) days after initial contact with the client as evidenced by the completion of the AACO Ryan White Certification Form which is to be placed in the client’s file. In addition:

A) PROVIDER will abide by the Ryan White Certification Parameters:

- 1) HIV status must be verified once per lifetime.
- 2) Identity, insurance status, residency, and client income must be verified every six months.
- 3) Verification that a person has had a viral load, CD4 count, or is receiving antiretroviral therapy must occur once a year.
- 4) Client certification of eligibility, at any access point of care in the EMA, is valid for all services.
- 5) If a person is not certified or is uncertifiable they can not continue to receive Ryan White funded services.
- 6) The process of certification should not be a barrier to providing care for an individual in need of services.
- 7) Services should be provided until such time as a person is deemed ineligible.

B) PROVIDER agrees to follow the Ryan White certification process:

- 1) Medical Case Management (MCM) and Outpatient Ambulatory Care (OAC) providers are primarily responsible for certification. However, this does not exempt other Care services provider from initiating certification so as to facilitate access to Care services and ensure continuity of care.
- 2) All providers making referrals to other Ryan White services must include written confirmation of eligibility certification in their referral.
- 3) Clients with current documentation on file may be certified without being physically present.

- 4) For clients without current documentation on file, certification will take place at the client's next MCM encounter.
 - 5) Persons receiving Ryan White services who do not get MCM through Ryan White funded services, or for whom their next appointment for MCM is more than 60 days away, must be certified by the first provider from whom services are received.
 - 6) Certification should be completed within 30 days from the time of intake/reassessment. A client may not continue to receive Ryan White services if they have not satisfied all certification requirements. Ryan White services may be renewed at any point after the client has satisfied certification requirements.
 - 7) Once the client is deemed eligible, the Provider may count the service units provided to that client as "Ryan White service units" from the moment of intake but no more than 30 days prior to completing certification.
 - 8) If the documentation subsequently determines that the client is not eligible, those services may not be counted as "Ryan White service units" and the client may not be considered a Ryan White client. If a client is determined to be ineligible for Ryan White funded services, the provider may still provide services, but may not use Ryan White funds.
 - 9) If a person is deemed ineligible, services should be tracked in CAREWare as unfunded services.
 - 10) All persons certified will be offered a signed card which they may bring to other Ryan White funded services they access to be copied and kept on file. The agency completing the certification must maintain all certification documents.
 - 11) All clients are to be reassessed and recertified every six months based on the date of their initial certification or recertification. Clients not certified within thirty days of their expiration date are ineligible to receive Ryan White services until they are certified.
 - 12) If the Provider is unable to provide services absent Ryan White support, they must document making appropriate referrals to other Providers who may provide service absent Ryan White funding.
11. PROVIDER agrees that a client will be contacted by phone within five (5) business days of the referral from the Client Services Unit. Documentation of contact must be included in the client's file and dated.

12. PROVIDER agrees that efforts to contact a client will continue for eight (8) weeks after receiving the referral from Client Services at which time case shall be terminated and Provider will develop written protocols to be followed related to attempts to contact clients and termination procedures.
13. PROVIDER shall obtain every six (6) months documentation from every client's HIV medical provider with prescribing privileges (e.g. doctor of osteopathic medicine, medical doctor, nurse practitioner and/or physician's assistant) dates of medical visits, dates and values of CD4 counts, dates and values of viral loads, and most recent HIV antiretroviral medications prescribed in the preceding six (6) months. The documentation must be kept in the client's file. If a supportive service agency cannot obtain the documentation that confirms a client is participating in HIV medical care, the supportive service agency cannot continue to provide supportive services for that client.
14. PROVIDER shall incorporate the information about the HIV medical visits, CD4 counts, viral loads, and HIV antiretroviral medications prescribed received every six (6) months from the client's HIV medical provider into the client's assessment, utilize the information in developing and evaluating the client's service care plan goals, and use as a basis for treatment adherence activities.
15. Prior to a client's assessment, PROVIDER must ensure that the client is given an overview of case management services as well as an overview of the roles and responsibilities of the case manager and the client. The client's file must contain a form signed (Client/Medical Case Manager Agreement) by that client and the medical case manager which indicates that the client has received this overview of medical case management services, including his/her rights and responsibilities, as well as the roles and responsibilities of the medical case manager. If this form does not already exist, it must be created by the provider no later than thirty (30) days after the beginning of the Ryan White Fiscal Year.
16. PROVIDER shall ensure that each client who consents to receive medical case management services receives the standardized AACO medical case management comprehensive assessment (*refer to attachment XX*) as soon as possible after intake and within 30 days of the client's referral from Client Services to identify the client's needs, problems, strengths, and resources. This assessment must be done under circumstances (e.g. time and location) agreeable to the client and will include the following areas:
 - A. date of Client Services referral and assessment;
 - B. demographics
 - C. client and emergency contact information
 - D. general client information (disability, employment, education and immigration status, language, and previous medical case management services
 - E. documentation of available identifications available to client (PA photo, SSI card, insurance, birth certificate, HIV status)
 - F. health insurance

- G. medical care information (medical provider information, date of HIV and/or AIDS diagnosis, hospitalizations)
 - H. medical status
 - I. opportunistic infections
 - J. HIV related symptoms
 - K. other medical conditions (including pregnancy and pre-natal care)
 - L. HIV medications including antiretroviral prophylaxis for opportunistic infections
 - M. medication adherence
 - N. health literacy assessment
 - O. domestic violence
 - P. financial status
 - Q. living arrangements
 - R. family history
 - S. support system
 - T. legal issues
 - U. mental health
 - V. drug/alcohol history
 - W. secondary prevention
 - X. summary (client strengths/resources, barriers to care, and narrative of issues identified that are addressed in Services Care Plan)
17. PROVIDER shall ensure that elements of the standardized assessment are not deleted but may make additions to them as required by clinical needs of their medical case management practice.
18. PROVIDER shall ensure that at the completion of the assessment, each client and respective medical case manager develop an individual medical case management Service Care Plan utilizing the AACO standardized Service Care Plan template (refer to *attachment XX*). This plan includes:
- A. a long term goal which incorporates elements of the medical case management process (assessment, linkage, coordination of services, advocacy and monitoring)
 - B. seven predefined short term goals inherent to medical case management (retention in HIV medical care, other medical issues, antiretroviral adherence, secondary risk reduction, maintenance of optimal level of emotional health, management of disease of addiction, other bio-psychosocial barriers to care)
 - C. at any given time a client should be working on a minimum of two (2) or more realistic, measurable and mutually acceptable goals which are directly based on information from the assessment
 - D. action steps required to achieve each goal (a minimum of two), including target date(s) for accomplishment and specific action steps for which the client and/or designated representative, and case manager, are responsible
 - E. the outcome of client progress pertaining to completion of each action step towards meeting goal (completed, partially completed, not completed)
 - F. space for signatures by the client, medical case manager, and supervisor

19. PROVIDER shall ensure that when the medical case management Service Care Plan is completed, both the client and medical case manager sign the plan.
20. PROVIDER shall ensure that the Service Care Plan for any client is reviewed and revised every six (6) months. The date completed or revised must be noted on the plan.
21. PROVIDER shall ensure that elements of the standardized Service Care Plan are not deleted but may make additions to them as required by clinical needs of their medical case management practice.
22. PROVIDER shall ensure that the medical case manager has at a minimum:
 - A. face to face contact with any client receiving medical case management at least every three (3) months; more if client's situation dictates such an action
 - B. accompaniment to medical visits are required annually (MCMs are to demonstrate and document collaboration and coordination with the clinical care team)
 - C. home visits are recommended but not required
 - D. phone contact should be on-going as needed
23. PROVIDER agrees that each accompaniment to a medical visit shall be documented in the client's progress notes detailing the specifics of that visit. If a client refuses to allow accompaniment to a medical visit, it must be noted in the client's progress notes.
24. PROVIDER shall ensure that recipients of medical case management services receive Treatment Adherence Counseling (education and support to ensure readiness for, and compliance with complex HIV treatments).
25. PROVIDER shall ensure that the client's adherence to HIV treatment (e.g. keeping medical appointments, taking prescribed medications, refilling prescriptions, etc.) must be assessed at a minimum, at least once every three months and during the initial and yearly assessment.
26. PROVIDER shall ensure that documentation in client progress notes and service care plan demonstrate that a treatment adherence assessment has been completed, treatment adherence plan to address the problems has been developed and treatment adherence activities have been implemented. Treatment adherence activities include but are not limited to:
 - A. providing pill boxes
 - B. filling out an adherence log
 - C. patient education
 - D. reminder calls for upcoming medical visits
 - E. tracking medical appointments
 - F. tracking CD4 and viral load
 - G. providing patient information in client's primary language

- H. alarms and other reminder devices
- I. devising a monthly calendar of client's medical appointments
- J. daily reminder calls or texts to clients about taking medications
- K. motivational counseling
- L. attending medical appointments with clients
- M. case conferences with medical providers
- N. referrals to adherence counselors if available

27. PROVIDER shall ensure that all clients are assessed for health literacy utilizing a validated tool such as REALM and based on assessment findings, medical case manager will develop ongoing strategy to assist client with health related and other information.
28. PROVIDER shall ensure that clients will be reassessed on a yearly basis in key areas indicated in service provision #16. A new service care plan must be completed based on the reassessment of the client.
29. PROVIDER shall ensure that confidentiality is maintained by providers, which includes both paid and unpaid personnel. The provider agrees to comply with Pennsylvania Act 148 (Confidentiality of HIV-Related Information Act of 1990, 35 P.S. Section 7601 et seq.) or NJ Statute 26:5C (An Act Concerning Acquired Immunodeficiency Syndrome and Supplementing Title 26 of the Revised Statute). Written policies regarding client confidentiality, including PA Act 148 or NJ Statute 26:5C, must be kept on file and be easily accessible to staff.
30. PROVIDER shall ensure that when information is requested from the Provider, that an Authorization to Release HIV Related Confidential Information Form which meets the requirements of the appropriate State statute is explained to the client prior to their signing the form and information being released to or received from other organizations or agencies.
31. PROVIDER shall ensure that the Agreement for Medical Case Management includes
 - A. the client's decision to receive medical case management at the agency;
 - B. the definition of medical case management;
 - C. the right to change or discontinue services;
 - D. consequences of non-compliance with the medical case manager or agency, and;
 - E. relevant re-entry requirements.If these forms do not already exist, they must be created by the provider no later than thirty (30) days after the initiation of this contract.
32. PROVIDER shall ensure that the client is given and either reads, or is read, the document, signs and dates a Medical Case Management Agreement; an agency grievance procedure form, and release forms that detail the relevant confidentiality laws.
33. PROVIDER shall ensure that in addition to the Medical Case Management Agreement, each client is verbally informed of client rights and responsibilities and is provided a

written “Bill of Client Rights and Responsibilities,” (hereafter referred to as the “Bill of Client Rights,” which includes but is not limited to:

- A. statements regarding non-discrimination;
 - B. expectations for respect and dignity to be mutually maintained by each client and staff member;
 - C. services for which each client is potentially eligible;
 - D. costs, if any, for services not specific to medical case management;
 - E. statement of client’s right to refuse treatment or services;
 - F. statement of client’s right and responsibility to participate in service choices;
 - G. assurance regarding service accessibility;
 - H. assurances, rights, and responsibilities regarding client privacy;
 - I. assurances, rights and responsibilities regarding client confidentiality;
 - J. rights and limits regarding client access to records;
 - K. the right to receive quality services from qualified personnel;
 - L. statement of client’s responsibility to provide accurate and complete information relevant to case management services being provided.
34. PROVIDER shall ensure that a written policy is maintained on file and made accessible to all relevant staff, which explains how clients are informed about the “Bill of Client Rights.”
35. PROVIDER shall ensure that each client receiving medical case management services is informed of agency grievance procedures. Each client must receive and read, or be read, the contents of the grievance form, sign and date the form. The elements of the grievance procedures must include at a minimum:
- A. an explanation of the time frame within which grievances may be filed;
 - B. an explanation of the process by which clients may appeal negative decisions;
 - C. compliance with any existing grievance procedures established by outside agencies which provide governance to the provider.
 - D. The 1-800-985-2437 number for clients wishing to grieve directly to AACO.

If this form does not already exist, it must be produced by the provider within thirty (30) days after the initiation of this contract.

36. PROVIDER agrees that progress notes will be written in DAP (Data Assessment Plan) format. PROVIDER further agrees that as a result of each face to face or phone contact with the client the following is noted and recorded in the progress note:
- A. assessment of progress toward goal achievement as delineated in the Service Care Plan;
 - B. results of the action steps delineated in the plan; c) changes, additions or deletions to current services.
37. PROVIDER shall ensure that medical case management services are terminated when:

- 1) the client, in consultation with the medical case manager, indicates medical case management services are no longer necessary, or that the client's needs may be better met by another provider ;
- 2) when three (3) months have lapsed since the client initiated contact with the case manager;
- 3) the client moves to a new service area;
- 4) the client becomes eligible for otherwise funded HIV medical case management services;
- 5) the client is placed or located in an institutional setting in which case management services are either unnecessary or the respective institution is responsible for providing medical case management services ;
- 6) the client acts in such a way as to endanger the case manager or agency personnel as per the provider's written policies and procedures; and
- 7) the client otherwise chooses to terminate service with the provider.

B. PROVIDER further ensures that in cases where the Provider has not established the "reasonable amount of time" referenced in Section A.2. above, the following timeline shall be used:

- 1) the case will be closed in six (6) months in cases where no face-to-face or substantive telephone contact is made

38. PROVIDER shall ensure that when a client chooses to terminate services, the respective medical case manager facilitates referral through the Client Services to facilitate access to services from an alternative MCM provider.
39. PROVIDER shall ensure that all medical case managers funded in whole or in part with RW Part A, RW Part B, and MAI funds meet the minimum educational qualifications. These requirements are: each case manager must have a bachelor's degree in social work, psychology or sociology or other related field; or, for nurses, be classified as a registered nurse or have a bachelor's of science in nursing.
40. PROVIDER shall ensure that a copy of the medical case manager's degree, or transcript documenting the degree awarded, is part of his/her personnel file.
41. PROVIDER ensures that medical case management supervisors shall meet the minimum educational requirements outlined for case managers. It is agreed by PROVIDER that a Bachelor's degree is required, but a Master's degree is preferred with two years experience performing Social Work or Medical Case Management activities.
42. PROVIDER agrees that the purpose of supervision is to:
 - A. improve client clinical outcomes.
 - B. enhance the HIV medical case manager's professional skills, knowledge and attitudes to achieve competency in providing quality care.
 - C. assist in professional growth and development of the worker.
43. PROVIDER shall ensure that each case manager is assigned to a clinical supervisor and

receives supervision. Supervision must include at a minimum:

- A. face-to-face supervision once every two (2) weeks, and
 - B. a bi-annual review of client charts.
 - C. supervision with medical case managers is to be documented in progress notes (includes clinical recommendations by the case management supervisor, specific action steps taken by the case manager regarding the client and associated outcomes)
 - D. supervisor will keep a supervisory log (includes the dates of supervision sessions and the names of clients discussed with case managers during meeting)
44. PROVIDER shall assure that chart reviews include but are not limited to:
- A. frequency of contact with client, including face to face contacts
 - B. client retention and case closure
 - C. review of service care plan
 - D. review of treatment adherence activities
 - E. follow-up on client's medical appointments
 - F. follow-up on referrals, including but not limited to drug/alcohol and mental health treatment
45. PROVIDER shall ensure that all medical case managers complete a minimum of twenty (20) hours of annual training during the contract year which enhances job related skills and/or knowledge.
46. PROVIDER shall ensure that all medical case managers with one (1) year or less experience must attend the Case Management Coordination Project Orientation for New HIV/AIDS Case Managers.
47. PROVIDER agrees to make client files available for review by the AACO Program Analyst upon request.
48. PROVIDER shall ensure that all client files are kept in a safe and secure environment for confidentiality purposes.
49. PROVIDER shall adhere to these service provisions which replace and supercede the Philadelphia Part A Standards of Care dated 2009.
50. PROVIDER shall have policies and procedures assuring cultural and linguistic needs of clients are addressed in its delivery of medical case management services.
51. PROVIDER shall have policies and procedures addressing coverage of cases when the assigned medical case manager is unavailable.