

**COVER PAGE**

Florida Department of Health

HIV/AIDS Section

Request for Applications

**DOH RFA # 14-011**

**Minority AIDS Initiative (MAI)**

Agency Name: \_\_\_\_\_

Area to be Served: \_\_\_\_\_

Annual Amount Requested: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Applicant Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number (FEID): \_\_\_\_\_

BY AFFIXING MY SIGNATURE ON THIS APPLICATION, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFA TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting contract including those contained in the attached Standard Contract (**Attachment IX**).

Authorized Signature (Manual): \_\_\_\_\_

Authorized Signature (Typed or Printed) and Title: \_\_\_\_\_

\*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Applications. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Application if signed by anyone other than the President Chairman, or owner.

Schedule	Due Date	Location
Request for Applications released	October 31, 2014	Department of Health Grant Funding Opportunities Website: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>
Questions submitted via e-mail	Prior to 5:00 p.m., E.T. November 10, 2014	Submit to: Florida Department of Health Bridget Giles, Linkage Team Leader 4052 Bald Cypress Way, Bin A09 Tallahassee, FL 32399-1715 E-mail: <a href="mailto:bridget.giles@flhealth.gov">bridget.giles@flhealth.gov</a>
Pre-Application conference call to answer questions	2:00 p.m. E.T. November 14, 2014	The dial-in number is 1-888-670-3525. At the prompt, enter the following conference code: 8525468744
Written answers to questions from call placed on website	On or before November 19, 2014	Department of Health Grant Funding Opportunities Website: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>
Applications due (no faxed or emailed Applications)	<b>Prior to 5:00 p.m. E.T. Monday, November 28, 2014</b>	<u>For U. S. Mail:</u> Florida Department of Health HIV/AIDS Section, Prevention Program Bridget Giles, Linkage Program Specialist 4052 Bald Cypress Way, Bin A09 Tallahassee, FL 32399-1715  <u>For Overnight Shipping (Physical Address):</u> Florida Department of Health HIV/AIDS Section, Prevention Program Bridget Giles, Linkage Team Leader 4025 Esplanade Way, HIV/AIDS Section, Third Floor Tallahassee, FL 32399-1749
Anticipated evaluation of Applications	December 1, 2014	Review process begins
Anticipated negotiations begin	December 15, 2014	Negotiations and budget revisions for grant awards begin
Anticipated award date	February 1, 2015	Department of Health Grant Funding Opportunities Website: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>
Anticipated contract begin date	April 1, 2015	Selected applicants begin implementing MAI

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## **SECTION 1.0 INTRODUCTION**

### **1.1 Statement of Purpose**

The HIV/AIDS Section, Prevention Program is seeking Applications from non-profit, community-based organizations willing to implement a linkage program through the Minority AIDS Initiative (MAI). The purpose of this RFA is to fund agencies to conduct outreach to identify HIV-infected racial/ethnic minorities, link them to medical care, and provide education regarding the benefits of treatment adherence/retention in care.

### **1.2 Funding Source**

This project is funded by the Health Resources and Services Administration (HRSA) under CFDA 93.917 and administered by the Department of Health, HIV/AIDS Section, Prevention Program.

### **1.3 Funding Availability**

The HIV/AIDS Section, Prevention Program has approximately \$1,000,000 to fund MAI programs. The award for any individual program will range from \$100,000 to \$150,000. The number of grant awards will depend upon the amount of funds available and the number and quality of Applications received. Applicants may only submit one Application for consideration under this Request for Applications (RFA). Subject to future availability of funds, there may be up to a 30% increase in individual program amounts during the four-year project period. High scoring Applicants not awarded because of funding restriction may be awarded as funding becomes available. The Department reserves the right to increase or reduce funding amounts for grants resulting from this RFA. There is no match requirement.

### **1.4 Funding Period**

The initial term of the contract resulting from this RFA shall be for a funding period of one (1) year beginning from the date of execution of the contract through March 31, 2016. It is anticipated that the projects will begin April 1, 2015 and end March 31, 2016 with the potential for three renewals based on performance and funding availability.

### **1.5 Eligible Applicants**

Community-based organizations which have a 501(c)3 non-profit designation in the following counties are eligible to apply: Broward, Duval, Hillsborough, Miami-Dade, Orange, Palm Beach and Pinellas. To avoid duplication and ensure service delivery, the Department reserves the sole discretion to negotiate contracts based on geographic coverage, epidemiologic data, ability to achieve the stated goals of the program, and access to priority populations. Applicants must demonstrate a proven track record of service to racial and ethnic populations. County health departments (CHD) may be partners (unfunded) to applicants, but cannot apply for grant funds. All entities submitting an Application must be registered as a vendor in MyFloridaMarketPlace. For further information please visit:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace).

## 1.6 Renewals

Successful applicants will enter into a Contract with the Florida Department of Health. The Department reserves the right to negotiate projects and funding prior to finalizing the Contract. A sample Contract is provided in ***Attachment VIII***.

## 1.7 Notice and Disclaimer

Grant awards will be determined by the Department at its sole discretion based on the application quality and availability of funds. The Department reserves the right to offer multiple grant awards as it deems in the best interest of the state and to negotiate budgets and services with applicants. If, during the grant funding period, funding is reduced or eliminated by the federal grantor agency, the Department may reduce or terminate the grant award by written notice to the grantees. No such termination or reduction, however, shall apply to allowable costs already incurred by the grantees to the extent that funds are available for payment of such costs.

## 1.8 Definitions

The following definitions and acronyms apply to this RFA:

**ADAP:** AIDS Drug Assistance Program. The AIDS Drug Assistance Program is a statewide program federally funded by Part B of the Ryan White Treatment Modernization Act and state general revenue funds. The intent of ADAP is to provide stable and accessible treatment for qualified individuals with HIV disease.

**Adherence:** The extent to which a person's behavior - taking medication, following a diet, or making healthy lifestyle changes - corresponds with recommendations from a healthcare provider.

**AIDS:** Acquired Immunodeficiency Syndrome. A condition that exists when a person has tested positive for HIV and has one or more of 26 listed opportunistic illnesses/infections and/or a T-cell count of 200 or less per micro-liter of blood.

**Applicant:** An organization with 501(c)3 status that responds to this RFA, also an organization whose response is selected and with whom the State of Florida negotiates and contracts with. The terms *applicant and provider* are used interchangeably for this RFA.

**Application:** The document submitted by those organizations interested in providing services under this RFA. This may also be referred to as an Application.

**ARTAS:** Antiretroviral Treatment and Access to Services. This is a linkage intervention for case management based on the strengths and abilities of the client. The client has a maximum of five face-to-face contacts with the ARTAS Care Coordinator, with the ultimate goal of learning to independently navigate the medical care system.

**Care Coordinator:** An individual trained in the ARTAS intervention who assists clients with the coordination of medical care and treatment. This term is synonymous with case manager.

**CDC:** Centers for Disease Control and Prevention

**Community-based organization:** A non-profit organization with a 501(c)3.

**Contract Manager:** An individual designated by the Florida Department of Health to be responsible for the monitoring and management of a contract.

**Department:** Florida Department of Health, HIV/AIDS Section, Prevention Program

**Grantee:** An organization with 501(c)3 status that responds to this RFA, and also means any organization(s) whose response is selected and with whom the State of Florida negotiates and contracts with. The terms *organization* and *agency* are interchangeable for this RFA.

**HIV:** Human Immunodeficiency Virus. The virus identified as the causative agent of AIDS.

**IDU:** Injection drug user

**Linkage:** The act of confirming that a client offered a voluntary service is successful in accessing the service. This may include providing or arranging transportation, making and rescheduling appointments, or accompanying the client to an appointment.

**Linkage to care:** Assisting an individual in receiving medical care for HIV infection from a physician, physician's assistant, or nurse practitioner, usually within 90 days. Linkage is the post-referral verification that medical services were accessed by the individual being referred to care. Linkage to medical care is the outcome of the referral.

**MAI:** Minority AIDS Initiative grant awarded under the Ryan White Care Act to provide education and outreach for the purpose of linking HIV-positive minorities to medical care and ADAP.

**Outreach:** A process of engaging face-to-face with high-risk individuals in their own neighborhoods or venues where they typically congregate to provide HIV-related testing and treatment, health information and education, referrals and linkage to services, and recruitment for other prevention interventions and/or services.

**Retention:** Remaining connected to medical care after initial linkage for a defined period of time. The process of helping HIV-positive patients/clients keep their scheduled medical appointments.

**RFA:** Request for Applications

**Vendor Bid System (VBS):** Refers to the State of Florida internet-based vendor information system at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu)

## **SECTION 2.0 PROGRAM OVERVIEW**

## 2.1 Statement of Need and Program Purpose

According to the Centers for Disease Control and Prevention (CDC), blacks are the racial/ethnic group most affected by HIV. The rate of new infection among blacks is 8 times that of whites based on population size. Gay and bisexual men account for most of the new infections among blacks; young gay and bisexual men aged 13 to 24 are the most affected group.

The counties selected for inclusion in this Request for Application (RFA) consistently rank among the top 10 counties regarding HIV/AIDS prevalence based on Florida's HIV surveillance data. During the months of January through September 2014, these counties were ranked as follows: Broward (2); Duval (6); Hillsborough (4); Miami-Dade (1); Orange (3); Palm Beach (5); and Pinellas (7).

## 2.2 Background

The HIV/AIDS Section, Prevention Program has implemented the Antiretroviral Treatment and Access to Services (ARTAS) program since 2005. The ARTAS program is funded by the Health Resources and Services Administration (HRSA) via the Minority AIDS Initiative (MAI) grant. The overall goal of MAI is to improve HIV/AIDS-related health outcomes and reduce HIV-related health disparities for minority communities.

The ARTAS intervention is a brief behavioral intervention guided by strengths-based case management aimed at linking persons living with HIV (PLWHA) to primary medical care. It is designed to increase knowledge, motivation and skills in order to reduce individual and structural barriers to obtaining and continuing medical care/treatment. The expected outcome is for clients to become their own medical advocate, relying less on case management services. ARTAS was originally a pilot project completed by the CDC. Four sites enrolled newly diagnosed HIV-infected clients to study their adherence needs. At the end of the pilot, a higher percentage of clients receiving the strengths-based case management remained in care than those who did not receive the intervention.

## 2.3 Programmatic Authority

The grantee must comply with all applicable State and Federal laws, regulations, action transmittals, program instructions, review guides and similar directives.

## 2.4 Major Program Goals

The provider will administer a program designed to link racial and ethnic minorities to care using the Antiretroviral Treatment and Access to Services (ARTAS) intervention. ARTAS is an individual-level, multisession, time-limited intervention to link individuals who have been recently diagnosed with HIV to medical care. ARTAS is derived from the Strengths-Based Case Management (SBCM) model, which is rooted in Social Cognitive Theory (especially the concept of self-efficacy) and Humanistic Psychology. SBCM is a case management model that encourages the client to identify and use personal strengths; create goals for himself/herself; and establish an effective, working relationship with the Care Coordinator (CC).

ARTAS consists of a maximum of five face-to-face client contacts, referred to as ARTAS Linkage Case Management (ALCM), with HIV-infected persons who are either newly diagnosed or have stopped accessing the medical care system. Both the structure and the content of each face-to-face contact is intended to: (1) promote the ALCM goal of follow-through with medical care; (2) maintain adherence to the intervention as it was designed and; (3) address the complexity of both the client and medical care system. In general, these complexities are addressed by contacts that are intentionally redundant, can be carried out in diverse settings (e.g., a client's home, on the street, or at a clinic), and maximize opportunities to engage the client in their own treatment.

Eligible clients should be within 6-12 months of receiving an HIV-positive diagnosis. During the face-to-face contacts, the Care Coordinator builds a relationship with the client. The client, focusing on his/her self-identified strengths, creates an action plan with specific goals, including linking to medical care. The main goal of the MAI-ARTAS program is to identify HIV-infected minorities and link them to medical care and treatment, including ADAP. To accomplish this goal, successful applicants will adhere to the standards and guidelines of the ARTAS intervention. The goal of linkage to medical care should be accomplished within five face-to-face contacts or 90 days, whichever comes first. Not every client will complete all five sessions; for those that do, the sessions should be structured as follows:

#### 1. First Contact

- Introduce the goals of case management and ARTAS
- Discuss concerns about HIV diagnosis
- Begin to identify personal strengths, abilities and skills, and assess the role of others in impeding or promoting access to services
- Encourage linkage to medical care
- Summarize the session, the client's strengths, and agreed-upon next steps
- Plan for the next session with the medical care provider and/or CC

#### 2. Second Contact

- Solicit client issues and questions from the initial session
- Continue identifying personal strengths, abilities and skills, and document in strengths assessment
- Encourage linkage to medical care
- Identify and address personal needs and barriers to linkage
- Summarize the session, the client's strengths, and agreed-upon next steps
- Plan for the next session with the medical care provider and/or CC

#### 3. Third Contact

- Solicit client issues and questions from Session Two
- Continue identifying personal strengths, abilities and skills
- Encourage linkage to medical care
- Identify and address barriers to linkage

- Summarize the session, the client's strengths, and agreed-upon next steps
- Plan for the next session with the medical care provider and/or CC

#### 4. Fourth Contact

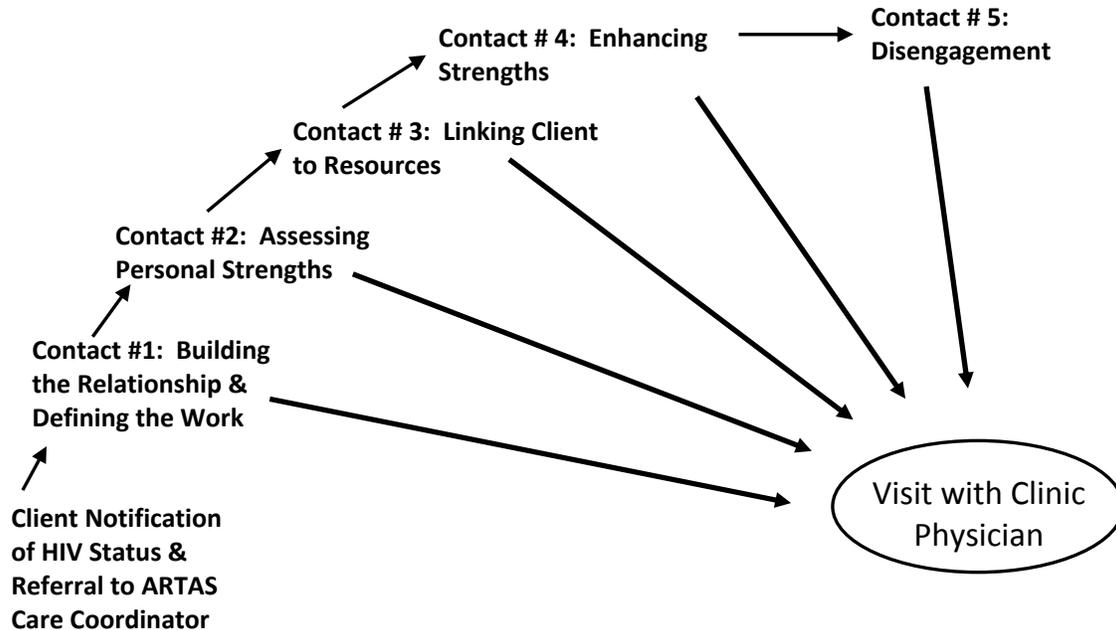
- Solicit client issues and questions from Session Three
- Initiate the transition process and emphasize disengagement
- Continue identifying personal strengths, abilities and skills
- Encourage linkage to medical care, identify and address barriers to linkage
- Summarize the session, the client's strengths, and agreed-upon next steps
- Plan for the next session with the medical care provider and/or CC

#### 5. Fifth Contact

- Discuss issues from last session; follow up on any plans
- Review the transition process for clients linked to medical care
- Review the transition process for clients not yet linked to medical care
- Transition to long-term/Ryan White case management or other providers

# ARTAS Linkage Case Management Summary

Figure 1



**Note:**

- Telephone contacts may be utilized between scheduled face-to-face contacts as deemed appropriate and necessary.
- The objective of contact five (i.e., disengagement) may be achieved earlier if the client has already made contact with the physician, clinic and social services. However, this cannot occur before contact two.

## 2.5 Priority Populations

High-impact prevention targets HIV prevention efforts to populations or communities that experience the highest rates of HIV infection and other sexually transmitted diseases. In an effort to maximize the efficiency, effectiveness, and allocation of limited HIV prevention resources throughout the state, the Department utilizes a high-impact prevention model to prioritize population groups that require intensive HIV prevention efforts due to high rates of HIV infection and high incidence of risky behaviors.

The target population is HIV-infected racial and ethnic minorities residing in Broward, Duval, Hillsborough, Miami-Dade, Orange, Palm Beach and Pinellas counties who are not receiving medical care.

## 2.6 Scope of Service

Funding is available for organizations to provide outreach to identify HIV-positive racial and ethnic minorities in order to link them to medical care. Applicants should demonstrate how they will identify minority clients newly-diagnosed with HIV or who have fallen out of care and assist them in obtaining medical care/treatment, enrollment in ADAP, and receive related support services that help them remain in care. Successful Applicants must collaborate with local community partners to identify HIV-positive minorities who are not accessing medical care. These may include, but are not limited to, the following:

- county health departments (CHD)
- sexually transmitted disease clinics
- substance abuse treatment programs
- emergency departments/hospitals
- mental health clinics
- homeless shelters
- jails

In addition, agencies funded through this RFA will:

- Focus HIV prevention efforts and outreach in minority communities and areas where HIV is most heavily concentrated to achieve the greatest impact in decreasing the risks of acquiring HIV.
- Use the ARTAS intervention to promote linkage to, adherence to, and retention in medical care with the intent to improve health outcomes for people living with HIV by linking them to quality care and other prevention and social services.
- Increase awareness and educate minority communities about the transmission of HIV and how to prevent it.
- Reduce HIV-related disparities and promote health equity.

## **SECTION 3.0 TERMS AND CONDITIONS OF SUPPORT**

### 3.1 Use of Grant Funds

Grant funds from this RFA may only be used to implement Minority AIDS Initiative (MAI) programs. A total of 90% of funding (including personnel cost) must be allocated to required program components. A maximum of 10% of funding may be used for administrative costs.

### 3.2 Allowable and Unallowable Costs

Funds must be used to conduct linkage activities for the target population in accordance with the ARTAS Standards and Guidelines Handbook. **Allowable costs must be both reasonable and necessary.**

Allowable and unallowable expenditures are defined by at least one of the following:

- Reference Guide for State Expenditures found at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)
- Office of Management and Budget (OMB) OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

It should be noted that once federal funds are allocated to a state agency, the Florida Department of Financial Services considers the funding to be subject to the same standards and policies as funding allocated by the State legislature. Section 17.29, F.S., gives the Chief Financial Officer (CFO) the authority to prescribe any rule he considers necessary to fulfill his constitutional and statutory duties, which include, but are not limited to, procedures or policies related to the processing of payments from any applicable appropriation. The powers and duties of the CFO are set forth in Chapter 17, F.S. Section 17.03(1), F.S., requires that the CFO of the State of Florida, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands against the State.

### 3.3 Department Training and Technical Assistance

Successful applicants are required to attend a mandatory grantee meeting hosted by the Department to advise Grantees on program and other grant requirements at the beginning of the funding period. The costs of attending the grantee meeting should be included in the Budget Summary (**Attachment II**) and Budget Narrative (**Attachment III**).

## **SECTION 4.0 TECHNICAL SPECIFICATIONS**

### 4.1 Client Determination

In the event of any disputes regarding eligibility of clients the determination made by the Department is final and binding on all parties.

### 4.2 Client Eligibility and Limits

Racial and ethnic minorities who are either newly diagnosed with HIV or HIV-infected persons who have not seen a health care provider for a period equal to or greater than six months are eligible to receive services. Immigrant status is not a factor in determining eligibility for this program. Successful applicants are required to serve the priority populations identified in this RFA. Clients must reside in the area where project activities take place. The numbers of clients proposed to be served by applicants are planning estimates only and the Department reserves the right to alter or adjust the number of proposed clients by any amount deemed necessary or the locations of service provision.

### 4.3 Task List

Below are examples of tasks the Provider may be required to perform.

1. Establish partnerships with local public or private medical providers through the HIPAA Business Associate Agreement (**Attachment V**). This will allow the provider to obtain the contact information for persons who are newly diagnosed or have failed to return for scheduled medical appointments. **Copies of completed HIPAA Business Associate Agreements should be included with this Application indicating which medical entities will make referrals to the Provider.**
2. Collaborate with other community-based organizations for reciprocal referrals. This should include the name of the Provider, activities to be performed and the responsible party, and a physical copy of the signed HIPAA Business Associate Agreement (**Attachment V**) or Interagency Collaborative Agreement (**Attachment VI**) to formalize the partnership.
3. Provide outreach in settings frequented by minorities who have a higher risk of acquiring HIV or are HIV-infected. This includes men and women who are chemically dependent, sex workers, incarcerated, and/or diagnosed with a sexually transmitted disease (STD).
4. Enroll HIV-infected minorities who voluntarily agree to participate in the MAI-ARTAS program.
5. Link enrolled clients to medical treatment and other medical services, such as ADAP/Medicaid.
6. Structure activities with clients by following the standards and guidelines of the ARTAS intervention ([www.preventhivflorida.org](http://www.preventhivflorida.org)).
7. Provide HIV education regarding the importance of medical adherence and retention in care, transmission of HIV to sex and needle-sharing partners, and making healthy lifestyle choices to all clients enrolled in the MAI-ARTAS program.
8. Develop a plan to ensure participants are retained in care for up to six months after the initial medical appointment.
9. Establish a reciprocal referral relationship with at least one substance abuse agency for clients who are also chemically dependent.
10. Applicants in counties with jails that allow agency collaboration during pre-release planning should outline their plan to assist HIV-positive incarcerated men and women with linkage to medical care upon release.

#### 4.4 Task Limits

Successful applicants shall not perform any tasks related to the program other than those stated in their contract and in accordance with the ARTAS guidelines without the express written consent of the Department. Employees funded 100% through this program shall not perform duties on other agency projects or initiatives on a routine basis.

## **SECTION 5.0 APPLICATION INSTRUCTIONS**

### **5.1 Application Content**

Applications for funding must address all sections of the RFA in the order presented and in as much detail as requested. The provision of extraneous information should be avoided. Applicants should adhere to the page limits as identified below. **If Applications are submitted with page limits exceeding the page limit requirements, only the pages within the limit will be reviewed.**

### **5.2 Title Page - One (1) Page Limit**

Each copy of the Application must include the Title Page, which contains the following:

1. RFA number
2. Title of the Application
3. Legal name of the organization (applicant's legal name)
4. Area to be served
5. Total amount of the grant request
6. Typed name and title of the person authorized to submit the Application on behalf of the organization
7. Organization's mailing address, including City, State and Zip Code
8. Telephone number, fax number and e-mail address of the person who can respond to inquiries regarding the Application
9. Federal Employer Identification Number (FEID) of the organization
10. Signature of the person authorized to submit the Application on behalf of the organization

### **5.3 Table of Contents - Two (2) Page Limit**

Each copy of the Application shall contain a table of contents identifying major sections of the Application, as identified in **Section 5.10**, Order of Submission, with page numbers.

### **5.4 Project Abstract/Summary - One (1) Page Limit**

The Project Abstract/Summary may be used by the Department and others to provide an overview of the proposed project. Applicants shall provide a succinct one-page summary of the proposed project in 500 words or less. The project abstract/summary should identify the main purpose of the project, the priority population to be served, proposed required components to be implemented, types of services offered, the area to be served, expected outcomes, and the total amount of grant funds requested.

### **5.5 Section I: Statement of Need and Purpose - Five (5) Page Limit**

The Statement of Need shall be used to describe the need for the proposed project.

Applicants shall identify in narrative form the following information:

1. The Applicant shall identify the area served by the proposed project. Provide a description of the geographic area by zip code or neighborhood boundaries that

the services and activities will cover and the sites where services will be provided, and indicate why those sites were chosen.

The Applicant shall identify the priority population(s) that the proposed project will target and provide epidemiologic data that supports the selection of the priority population(s) and use demographic and socioeconomic data to provide a description of the target population. In addition, briefly describe the behaviors and social determinants (the complex, integrated, and overlapping social structures and economic systems that include the social environment, physical environment, and health services) that place the population(s) at risk for HIV infection.

2. The Applicant shall describe the impact of HIV/AIDS on the selected priority population(s), including gaps in the scope, reach, coordination, and services for the population(s), and describe the need for the proposed project. The Applicant should also identify any HIV-related health disparities within the area.

#### 5.6 Section II: Program Description and Design - **Ten (10) Page Limit**

The Applicant shall provide detailed information about how the MAI-ARTAS program's tasks and deliverables will be met.

Submit the following as **Appendix A** to the Application (**appendix documents are not included in the page limits**):

- Documentation of existing agreements (BAAs, MOAs, MOUs) with at least one medical provider where clients may be linked to care. (**Attachments V and VI**)
- Letter(s) of agreement from county health Department for integrated partner services, if applicable.

#### 5.7 Section III: Staffing and Organizational Capacity - **Five (5) Page Limit**

The Staffing and Organizational Capacity section shall be used by the Applicant to describe the agency's ability to successfully carry out the proposed project and to sustain the program once grant funding ends. This section should include a brief description of the organization and its approach to managing the project, including proposed staffing for the project. Applicants shall identify in narrative form the following information:

1. The Applicant shall provide information about the agency, including history, administrative structure, mission, vision, goals and how they relate to the purposes of their proposed program.
2. The applicant shall provide a description of how the program will be staffed, e.g., paid staff and/or volunteers. Identify the number and type of positions needed, which will be full-time and which will be part time, and qualifications proposed for each position, including type of experience and training required. If the proposed project will use volunteers, identify how they will be recruited and maintained.
3. The applicant shall describe the last five (5) years of previous experience providing services to the target population including a brief description of projects similar to the one proposed in response to the RFA. This should include the

length of time working with the target population and any services that the agency currently provides to the target population. If the applicant's agency has not been in existence for more than five (5) years, the applicant shall describe relevant experience of key agency staffs' experience providing services to the target population.

4. The applicant shall identify the agency's capacity to implement and maintain the proposed project. Applicants should include information related to project resources, materials, and space. Applicants should detail how their agency is prepared to implement the required services and activities of the proposed project, or detail how their agency plans to build the capacity to implement and sustain (once project period ends) their proposed project. In addition, Applicants should describe their internal quality assurance plan, including the process for handling potential problems.
5. The applicant shall describe their agency's staff development and training practices. Applicants should describe both internal and external capacity trainings and any other relevant training. Indicate how often employees are evaluated.
6. The applicant shall describe their agency's level of involvement with their local community planning partnership and community planning activities in their area. Applicants should detail the name of the planning partnership, agency personnel that are members of the partnership, and describe any committees/sub-groups agency personnel serves on and their activities.

Submit the following as **Appendix B** to the Application (**appendix documents are not included in the page limits**):

- A table of organization or organizational chart
- Copy of current Certificate of Incorporation
- Copies of key personnel's resumes, email addresses, and phone numbers
- A current roster of the board of directors, including name, address and telephone numbers
- A letter from the local community planning partnership chair confirming membership of agency personnel identified as members of the planning partnership.

#### 5.8 Collaboration - Two (2) Page Limit

The Collaboration section shall be used by the Applicant to describe the agency's efforts to partner with other organizations within the local community to deliver the proposed project as described in the Program Description and Design for the benefit of the identified priority population. Collaboration may also be considered as a means of ensuring program sustainability once grant funding ends. Applicants shall identify in narrative form the following information:

1. The applicant should identify planned collaborative efforts with public/private agencies that address medical issues of HIV-positive persons, including the county health department. The Applicant shall describe the coordination/collaborative process used to plan and implement the proposed

project. Explain who was involved, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication or overlap of services.

2. The applicant shall describe how members of the target population and the local community will be involved in project implementation.

Submit the following as **Appendix C** to the Application (**appendix documents are not included in the page limits**):

- Letters of agreement or commitment from partners, key stakeholders, and other local organizations where program activities will be implemented.
- Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.

#### 5.9 Proposed Budget Summary and Budget Narrative

The Proposed Budget Summary and Budget Narrative provide a breakdown and explanation of all requested cost items that will be incurred by the proposed project as they relate to the Program Description and Program Design. The method of cost presentation will be a line-item budget using the format found in **Attachment II**. Justification for all cost items contained in the Proposed Budget Summary must be described in a separate Budget Narrative, the format for which is contained in **Attachment III**. Only cost allocations under the terms of the RFA and applicable federal and state cost principles may be included in the line item budget. All requested costs shall be reasonable and necessary.

##### A. Budget Summary - **Two (2) Page Limit**

1. All costs contained in the Budget must be directly related to the services and activities proposed to be provided and identified in the Application, as well as allowable and reasonable.
2. The applicant should describe the administrative and fiscal infrastructure that will enable them to track and expend funds in accordance with generally accepted accounting practices.

##### B. Budget Narrative - **Two (2) Page Limit**

1. Provide justification and details for all cost items, including computations contained in the Budget Summary.
2. Include only expenses directly related to the project and necessary for program implementation.

#### 5.10 Order of Submission

The Application must address each section in as much detail as requested and necessary, avoiding the inclusion of extraneous information and adhering to the page limitations. Applicants must submit all items in the following order:

1. First Page	Title Page – One page limit
2. Second and Third Pages	Table of Contents - Two page limit
3. Fourth Page	Project Abstract/Summary - One page limit
4. Section I	Statement of Need and Purpose - Five page limit
5. Section II	Program Description and Design - Ten page limit
6. Section III	Staffing and Organizational Capacity - Five page limit
7. Section IV	Collaboration - Two page limit
8. Section V	Separate Proposed Budget Summary - Two page limit ( <b>Attachment II</b> ) Separate Budget Narrative - Two page limit ( <b>Attachment III</b> )
Appendix A	Program Description and Design Documentation  Documentation of existing agreements (BAAs, MOAs, MOUs) with at least one medical provider where clients may be linked to care. ( <b>See Attachments V and VI</b> )
Appendix B	Organizational Capacity Documentation  B.1. A table of organization or organizational chart B.2. Copy of Current Certificate of Incorporation B.3. Copies of key personnel's resumes, email addresses, and phone numbers B.4. A current roster of the board of directors, including name, address and telephone numbers B.5. A letter from the local community planning partnership chair confirming membership of agency personnel identified as members of the planning partnership.
Appendix C	Collaboration Documentation  C.1. Letters of agreement or commitment from partners, key stakeholders, and other local organizations where program activities will be implemented. C.2. Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.

## SECTION 6.0 SUBMISSION OF APPLICATION

This section describes the manner in which to submit an Application. Failure to submit all information requested may result in the Application being considered non-responsive and therefore, not evaluated.

### 6.1 Cost of Preparation

Neither the Department nor the State is liable for any costs incurred by an applicant responding to this solicitation.

### 6.2 Instructions for Submitting Application

- Applicants are required to complete, sign, and return the “Title Page” with the Application submittal.
- Applications may be sent by U.S. Mail, courier, or hand-delivered to the location identified in Section 6.9.
- Applications submitted electronically will NOT be considered for this solicitation.
- The Department is not responsible for improperly marked Applications.
- The Department’s clock will provide the official time for Application receipt.  
**One (1) original and five (5) copies** of each Application clearly marked on the outside with the Application number and the name of the applicant must be submitted in a sealed box or envelope.
- It is the responsibility of the applicant to ensure the Application is submitted to the correct office and prior to the deadline identified in the Timeline.
- Applications received after the deadline are not eligible for review or consideration.
- Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the Application.

### 6.3 Statement of Non-Collusion

Respondents must sign and return with their response the Statement of Non-Collusion form, **Attachment VII**.

### 6.4 Time of Application and Title Page

Respondents shall complete and submit the following **mandatory** information or documentation as a part of the Application. Any Application which does not meet these requirements or contain this information shall be deemed non-responsive.

- a. Applications must be received by the time specified in the Timeline.
- b. The Title Page of this RFA must be completed, signed, and returned with the Technical Application.

### 6.5 Late Applications

The Procurement Officer must receive Applications pursuant to this RFA no later than the date and time shown in the Timeline. Applications that are not received by the time specified will not be considered.

#### 6.6 Instructions for Formatting Application

- The cover page (front page of this RFA) should be completed and used as the cover of the Application.
- The Application (Sections 1 through 5) should be double spaced and no more than **30 pages**, excluding the following: 1) copies of the Business Associate Agreements or Interagency Collaboration Agreements, 2) letters of support for this Application, 3) Table of Organization or administrative structure/chart, and 4) resumes.
- Applicants must use the Application Checklist (**Attachment IX**) to determine the order that information is presented in the Application.
- Pages should be numbered and a one-inch margin should be used on all pages.
- The font should be Arial 11.
- One (1) original Application and five (5) copies of the Application, along with all supporting documents, must be submitted in one packet.
- Materials submitted become the property of the State of Florida and will not be returned. The state reserves the right to use any concepts or ideas contained in the response.
- Do not include any spiral or bound material or pamphlets.

#### 6.7 Cost Proposal

The Applicant must submit a proposed budget detailing annual expenditures, including proposed staff names (if current agency employees), positions, salaries and benefits, and any other proposed items. The detailed line-item budget must reflect appropriately prorated expenses based on the entity's available funding sources.

#### 6.8 Receipt of Applications

Applications will be screened upon receipt. Applications that are not complete, or that do not conform to or address the criteria of the program will not be evaluated. Complete Applications are those that include the required information listed in **Section 5.0**. Incomplete Applications will be returned with notification that it did not meet the submission requirements and will not be entered into the review process.

#### 6.9 Contact Person and Application Delivery Instructions

##### **For U.S. Mail:**

Florida Department of Health  
Bridget Giles, Linkage Team Leader  
HIV/AIDS Section, Prevention Program  
4052 Bald Cypress Way, Bin A09  
Tallahassee, FL 32399-1715

**For Overnight Shipping (Physical Address):**

Florida Department of Health  
Bridget Giles, Linkage Team Leader  
HIV/AIDS Section, Prevention Program  
4025 Esplanade Way, Floor 3, Room 325E  
Tallahassee, FL 32399-1715

6.10 Pre-Application Conference Call

A pre-Application conference call will be held at the date, times, and locations indicated in the Timeline. Prospective applicants are encouraged to participate in the pre-application conference call. The purpose of the pre-application conference call is to answer questions that have been submitted in writing by the due date as provided in the Timeline. Any statements made at the pre-application conference call are advisory only and shall in no way be considered as a change or modification to the contents of the RFA. Any questions as to the requirements of this RFA or any apparent omissions or discrepancy should be presented to the Department in writing prior to, or during the pre-application conference call. The Department will determine the appropriate action necessary, if any, and may issue a written amendment to the RFA. Only those changes or modifications issued in writing and posted as an official amendment shall constitute a change or modification to the RFA.

6.11 Applicant Inquiries and Questions

Questions related to this RFA must be received in writing by the contact person identified in the Timeline and by the indicated date and time. No questions will be accepted after the date and time reflected in the Timeline. The questions may be sent by e-mail, fax or hand-delivered. No telephone calls will be accepted. Answers will be posted as noted in the Timeline.

6.12 Restriction on Communications

Respondents responding to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting an Application. Section 287.057(23), Florida Statutes

6.13 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the [MyFlorida.com Vendor Bid System](http://vbs.dms.state.fl.us/vbs/main_menu), [http://vbs.dms.state.fl.us/vbs/main menu](http://vbs.dms.state.fl.us/vbs/main_menu). It is the responsibility of the Respondent to be aware of any addenda that might affect the submitted Application.

## **SECTION 7.0 APPLICATION EVALUATION PROCESS AND CRITERIA**

### **7.1 Introduction**

Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each Application. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final score for each Application.

The Department reserves the right to accept or reject any and all Applications, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any Application not submitted in the manner specified by this RFA.

### **7.2 Evaluation Team**

The Department's Evaluation Team will consist of at least three (3) persons who the Department determines have experience and knowledge in the program areas and service requirements sought to conduct a comprehensive, fair, and impartial evaluation of Applications received in response to this RFA.

### **7.3 Evaluation Criteria**

The Department will evaluate acceptable Applications against all evaluation criteria set forth in **Section 7.0** in order to determine the Application(s) most advantageous to the Department. Points are allocated as prescribed in **Attachment I**.

### **7.4 Identical Tie Applications**

When evaluating respondent Applications to solicitations where there is identical pricing or scoring from multiple respondents, the Department will determine the order of award in accordance with Florida Administrative Code Rule 60A-1.011.

## **8.0 SPECIAL CONDITIONS AND CONTRACT PROVISIONS**

### **8.1 Licenses, Permits and Taxes**

The Provider must pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the Provider must comply with all applicable federal, state and local laws, ordinances, codes, regulations, action transmittals, program instructions and other requirements at no cost to the Florida Department of Health.

### **8.2 Conflict of Interest**

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to

contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.”

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Refer to ***Attachment VII***: Statement of Non-Collusion

### 8.3 Standard Contract

Each Respondent shall become familiar with the Department’s Standard Contract which contains administrative, financial and non-programmatic terms and conditions mandated by federal law, state statute, administrative code rule, or directive of the Chief Financial Officer.

Use of the Standard Contract (***Attachment VIII***) is mandatory for departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable.

### 8.4 Department Determinations

The Department reserves the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

### 8.5 Notice of Award

At the conclusion of Application evaluations and Contract negotiations, the Department will post its award decision. Notice will be posted on the State’s Vendor Bid System.

## **ATTACHMENT I**

# EVALUATION CRITERIA

## RATING SHEET AND SCORE SUMMARY

DEPARTMENT OF HEALTH, MINORITY AIDS INITIATIVE (MAI)

Name of Evaluator: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Counties covered by this project: \_\_\_\_\_

Annual amount requested: \_\_\_\_\_

1. <u>Statement of Need and Program Purpose:</u>	_____	60
2. <u>Program Description and Design:</u>	_____	50
3. <u>Staffing and Organizational Capacity:</u>	_____	90
4. <u>Collaboration:</u>	_____	30
5. <u>Budget Summary and Budget Narrative:</u>	_____	60
6. <u>Application Content and Completeness:</u>	_____	10
<b>TOTAL POINTS</b>	_____	<b>300</b>

---

Evaluator's Signature

Date

### SCORING CRITERIA

**H = High Points (15)** - The specific topic or question is answered completely with a great deal of detail. Applicant clearly demonstrates an understanding of the stated question and the response has a high degree of complexity.

**M = Medium Points (10)** - The specific topic or question is answered but without needed detail or explanation. Applicant demonstrates an understanding of the stated question with a limited degree of complexity.

**L = Low Points (5)** - The specific topic or question is partially answered, leaving some aspects of the question not addressed. The answer provided is unsubstantiated by facts or data and may not directly relate to the question asked.

**N = Not Addressed (0)** - or response is of poor quality and may be unrealistic.

**SECTION 1**

(Scorers  box that applies)

<p><b><u>Statement of Need and Program Purpose:</u></b></p> <p>Provide information that indicates an understanding of your community’s needs and proposed population that will receive MAI services. <b>*Please provide page numbers(s) to indicate where to find the requested information.</b></p>	Points: use only these numbers				Page #
	<b>H</b>	<b>M</b>	<b>L</b>	<b>N</b>	
	15	10	5	0	
1. How well did the Applicant describe the geographic area they will serve and how they will recruit clients?					
2. How well did the Applicant describe the impact of the HIV/AIDS epidemic (including current epidemiologic data) and substance abuse on the minority population in their community?					
3. How well did the Applicant describe how the proposed activities will reach their target population(s) outlined in this section?					
4. How well did the Applicant describe their plan to collaborate with the larger HIV/AIDS service delivery system, specifically as it relates to minorities?					
MAXIMUM SCORE: 60 Points	Total score for section				

**SECTION 2**

(Scorers  box that applies)

<p><b><u>Program Description and Design:</u></b></p> <p>The Applicant shall provide detailed information about who, what, where, and how the MAI program task list deliverables will be met. <b>*Please provide page number(s) to indicate where to find the requested information.</b></p>	Up to 50 points		Page #
1. How well did the Applicant describe how the task list deliverables will be met?			
MAXIMUM SCORE: 50 points	Total score for section		

**SECTION 3**

(Scorers  box that applies)

<b><u>Staffing and Organizational Capacity:</u></b>  Provide information about the agency structure, employees, and ability to implement the activities outlined in your Application. <b>*Please provide page number(s) to indicate where to find the requested information.</b>	Points: use only these numbers				Page #
	H	M	L	N	
	15	10	5	0	
1. How well did the Applicant provide information about the agency, including history, administrative structure, table of organization, mission, vision, goals, and how they relate to the Statement of Need and Program Purpose (Section 2.1) in this RFA?					
2. How well did the Applicant identify key personnel who will implement the project, including qualifications, ability to reach their target population(s), resumes, email addresses, and phone numbers?					
3. How well did the Applicant demonstrate previous experience in providing assistance to racial and ethnic minorities and its ability to perform the proposed activities?					
4. How well did the Applicant describe their internal quality assurance plan, including the process for handling potential problems?					
5. How well did the Applicant describe the plan for orientation and training of staff and volunteers involved in project implementation, with particular regard to training on information security?					
6. How well did the Applicant describe their agency's level of involvement with their local community planning partnership and community planning activities in their area? Applicants should detail the name of the planning partnership, agency personnel that are members of the partnership, and describe any committees/sub-groups agency personnel serve on and their activities.					
MAXIMUM SCORE: 90 Points	Total score for section				

**SECTION 4**

(Scorers  box that applies)

<p><b><u>Collaboration:</u></b></p> <p>The Applicant shall provide information on collaboration in their community. <b>*Please provide page number(s) to indicate where to find the requested information.</b></p>	Points: use only these numbers				Page #
	<b>H</b>	<b>M</b>	<b>L</b>	<b>N</b>	
	15	10	5	0	
1. How well did the Applicant identify planned collaborative efforts with other public and private agencies that address medical issues of HIV-positive persons? How well did the Applicant describe its level of involvement with the county health department?					
2. Did the Applicant provide Business Associate Agreements or Interagency Collaboration Agreements? Did this include the roles and responsibilities of each partner?					
MAXIMUM SCORE: 30 Points	Total score for section				

**SECTION 5**

(Scorers  box that applies)

<p><b><u>Budget Summary and Budget Narrative:</u></b></p> <p>The Applicant shall provide a detailed line-item budget and budget narrative that gives a breakdown of costs incurred and expended by the proposed project. <b>*Please provide page number(s) to indicate where to find the requested information.</b></p>	Points: use only these numbers				Page #
	<b>H</b>	<b>M</b>	<b>L</b>	<b>N</b>	
	15	10	5	0	
1. How well did the annual budget represent allowable, reasonable costs (see Attachment II)? Did the budget narrative include all expenditures?					
2. How well did the Applicant demonstrate documentation of financial stability such as a financial statement or audit and adequate fiscal infrastructure to ensure program stability?					
3. Is the budget clearly stated and easy to understand?					
4. Do the figures add up and does the budget conform to the parameters stated in the RFA?					
MAXIMUM SCORE: 60 Points	Total score for section				

**SECTION 6**

<b><u>Application Content and Completeness:</u></b>	Yes = 10 points No = 0 points	Page #
1. Was the Application complete, signed, and included necessary attachments?		
MAXIMUM SCORE: 10 Points	Total score for section	

## ATTACHMENT II

### BUDGET SUMMARY FORMAT

Salaries	Based on percentage/time spent working on the Minority AIDS Initiative project.
Fringe benefits	FICA/Social Security, health, life insurance, workman's compensation, etc.
Local travel reimbursement	In accordance with Florida Statutes (Chapter 112, F.S.)
Conference travel	Customary and reasonable costs, in state (Out of state travel is not allowable under this agreement unless explicitly agreed to by the Department.)
Audit	If required by the department
Phone, fax and Internet costs	Prorated based on total agency costs
Postage and delivery	Prorated based on total agency costs
Marketing	Prorated based on total agency costs
Educational materials/training tools	For contract related topics
Office supplies	As related to the contract
Printing	As related to the contract
Furniture/equipment/computer	As related to the contract, electronic equipment less than \$1,000
Equipment rental/maintenance	As related to the contract
<b>Administrative Expenses (maximum <u>10%</u> of total contract funding)</b>	

**\*The amounts in each line-item may change in the subsequent years (2, 3, and 4), but the total program costs should be the same for each year's budget.**

**ATTACHMENT III**

**BUDGET NARRATIVE FORMAT**

A justification for all costs associated with the proposed program must be provided. The Budget Narrative **must provide detailed** information to support each line item contained in the proposed Budget Summary. The Budget Narrative should include, at a minimum the following:

**PERSONNEL (SALARY AND BENEFITS)**

**A. Personnel** – List each position by title or name of employee (if available). Show the annual salary rate and the percentage of time to be devoted to the program. Compensation paid to employees engaged in grant activities must be consistent with that paid for similar work within the prospective applicant’s organization.

Name/Position	Computation of Salary (Annual Salary X % of Time)	Cost
---------------	---	------

**B. Fringe Benefits** – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in the Personnel category and only for the percentage of time devoted to the program.

Name/Position	Computation of Fringe Benefits (Personnel Cost X % Rate)	Cost
---------------	--	------

**EXPENSES**

**C. Staff Travel** – Itemize the cost of local travel and mileage expenses for personnel by purpose. Show the basis of the calculation. Travel expenses are limited for reimbursement as authorized in Section 112.061, Florida Statutes. Mileage is reimbursed at \$0.44.5 cents per mile.

Purpose	Location	Computation	Cost
---------	----------	-------------	------

**D. Training and Meetings** – Itemize costs associated with required or anticipated staff training or meeting by purpose, and include associated costs (i.e., mileage, per diem, meals, hotel, registration fees, etc.). Travel expenses are limited for reimbursement as authorized in Section 112.061, Florida Statutes.

Training or Meeting	Location	Computation	Cost
---------------------	----------	-------------	------

**E. Consumable Office Supplies** – Itemize program related supplies separately by type (office supplies, copy paper, postage, etc.) that are expendable or consumed during the course of the program and show the formula used to arrive at total program costs.

Items	Computation	Cost
-------	-------------	------

**F. Equipment (Over \$1,000.00)** – List each equipment item to be purchased. Indicate whether equipment is to be purchased or leased and why the equipment is necessary for operation of the program.

Items	Computation	Cost
-------	-------------	------

**G. Rent/Telephone/Utilities** – Itemize program specific costs to implement the program by prorata share or applicable percentage of the total costs of these items. List each item separately and show the formula used to derive at total program costs.

Items	Computation	Cost
-------	-------------	------

**H. Educational Material** – Itemize the costs of program related educational material proposed to be used by the program.

Items	Computation	Cost
-------	-------------	------

**I. Promotional and Marketing Materials** – Itemize the type and costs of materials to be purchased or developed for use in promoting and marketing the program in the local community. Detail the programmatic benefits to be derived from the promotion and marketing materials and how they relate to achievement of the programmatic goals and objectives.

Items	Computation	Cost
-------	-------------	------

**J. Insurance** – Indicate the cost of maintaining comprehensive liability insurance for the program.

Items	Computation	Cost
-------	-------------	------

**K. Other** – List and describe any other expenses related to the program that is not specifically listed above. Breakout and show the computation for each line item.

Items	Computation	Cost
-------	-------------	------

**ATTACHMENT IV**

**SAMPLE QUARTERLY EXPENDITURE REPORT**

Provider Name: \_\_\_\_\_

DOH Contracts # \_\_\_\_\_ CFDA# \_\_\_\_\_

Financial Report for Primary Prevention Education Activities  
For the period of April 1 through March 31

Description of Budget Line Items	Total DOH Cost	Amount Expended 4/1 - 6/30	Amount Expended 7/1 - 9/30	Amount Expended 10/1 - 12/31	Amount Expended 1/1 - 3/31	Balance
<b>Personnel</b>						
Program Supervisor .25	15,000.00	3,745.90				11,254.10
Care Coordinator (x2)	74,500.00	18,624.25				55,875.75
Clerical Support .50	14,000.00	3,894.22				10,105.78
Fringe	36,500.00	7,528.47				28,971.53
Equipment	1,000.00	220.34				779.66
Incentives	3,000.00	741.82				2,258.18
Office supplies	3,000.00	461.17				2,538.83
<b>SUB-TOTAL</b>	\$147,000.00	35,216.17	0.00	0.00	0.00	<b>\$111,783.83</b>
Administrative costs (10% of personnel, fringe benefits)						14,700.00
<b>TOTAL</b>						<b>\$126,483.83</b>

**See attached report to support noted expenditures**

I, \_\_\_\_\_, certify that these expenses are true, accurate and directly related to this financial assistance agreement.

Date: \_\_\_\_\_ Printed name of individual signing: \_\_\_\_\_

**ATTACHMENT V**

**SAMPLE HIPAA BUSINESS ASSOCIATE AGREEMENT**

The \_\_\_\_\_, hereinafter Covered Entity, and \_\_\_\_\_, hereinafter Business Associate, agree to the following terms and conditions in addition to an existing agreement to perform services that involve the temporary possession of protected health information to develop a product for the use and possession of Business Associate. After completion of the contracted work all protected health information is returned to the Covered Entity or destroyed as directed by the Covered Entity.

***Obligations and Activities of Business Associate***

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to these same restrictions and conditions.
- (e) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of HHS, in a time and manner designated by the Covered Entity or the Secretary of HHS, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.
- (f) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.
- (g) Business Associate agrees to provide to Covered Entity as disclosures of protected health information occurs information collected in accordance with Section (f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.

***Obligations of Covered Entity***

Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

***Permissible Requests by Covered Entity***

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

***Term and Termination***

The Term of this Agreement shall be effective upon the date of signature of the undersigned principles for the respective parties and shall terminate when all existing contracts related to protected health information between the parties have terminated.

\_\_\_\_\_  
Signing Authority, Business Associate

\_\_\_\_\_  
Signing Authority, Medical Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT VI**

**Sample Interagency Collaborative Agreement**

**Between the**

\_\_\_\_\_ **(Provider)**

\_\_\_\_\_ **(Agency or County Health Department)**

This interagency agreement addresses the collaborative efforts of the \_\_\_\_\_ **(name of provider)** and \_\_\_\_\_ **(name of agency or County Health Department)**.

\_\_\_\_\_ **(name of provider)** agrees to:

- Provide HIV education regarding disease transmission and adherence to enrolled clients.
- Provide referrals to \_\_\_\_\_ (provider) as appropriate for services.
- Assist enrolled clients in accessing medical care and treatment.
- Assign a designee to facilitate interagency communication relative to this agreement.

\_\_\_\_\_ **(agency or County Health Department)** agrees to:

- Provide comprehensive Sexually Transmitted Disease (STD) services in accordance with F.S. 381.
- Request clients sign a Consent to Release Confidential Information so that relevant health information may be shared with \_\_\_\_\_ (provider).
- Refer eligible individuals to the MAI program for services.
- Assign a designee to facilitate interagency communication relative to this agreement.

All services will be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability.

Both parties will follow applicable professional standards of practice and relevant state and federal law with respect to client confidentiality in a manner consistent with the

requirements of Department of Health Information Security Policies, Protocols and Procedures, 1999-2000, as amended. Where applicable, both parties will comply with the Health Insurance Portability Accountability Act.

This agreement shall begin on \_\_\_\_\_ or on the date that both parties have signed, whichever is later.

This agreement may be terminated by either party no less than 30 days notice without cause, unless a lesser time is mutually agreed upon by both parties. Termination with cause (breach of agreement) may result in a lesser time, determined by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness thereof, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

Signed by: \_\_\_\_\_  
Provider

Signed by: \_\_\_\_\_  
Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT VII**

**STATEMENT OF NON-COLLUSION**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant bid, proposal or reply. This bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Bidder, Respondent, or Vendor to the provisions of this bid, proposal or reply.

\_\_\_\_\_  
Signature of Authorized Representative\*

\_\_\_\_\_  
Date

\*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.

## ATTACHMENT VIII

CFDA No. 93.940

CSFA No.

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACT Client  Non-Client  
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *Department*, and \_\_\_\_\_ hereinafter referred to as the *provider*.

## THE PARTIES AGREE:

## I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, F.S. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in §215.473, F.S. Pursuant to §287.135(5), F.S., the Department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the Department shall take civil action against the provider as described in §287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Department.

c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."

d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the Department.

e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

f. Not to employ unauthorized aliens. The Department shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the provider. The provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.

h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services

including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- i. **HIPAA:** Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

**D. Audits, Records, and Records Retention**

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon completion or termination of the contract and at the request of the Department, the provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Department.
- 5. Persons duly authorized by the Department and federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the Department as specified in Attachment \_\_\_\_\_ and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:
  - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.  
 Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
    - 1) allowable under the contract and applicable laws, rules and regulations;
    - 2) reasonable; and
    - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
- b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.  
 To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.
- 9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

**E. Monitoring by the Department**

To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Department; and (3) the termination of this contract for cause.

**F. Indemnification**

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the provider of a claim shall not release the provider of the above duty to defend. **NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, F.S.**

**G. Insurance**

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in Attachment I where appropriate.

**H. Safeguarding Information**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

**I. Assignments and Subcontracts**

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

**J. Return of Funds**

To return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the Department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

**K. Incident Reporting**

Abuse, Neglect, and Exploitation Reporting

**In compliance with Chapter 415, F.S., an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).**

**L. Transportation Disadvantaged**

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C. The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, Department of Health Accounting Procedures Manual.

**M. Purchasing**

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in §946.515(2) and §(4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

2. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, F.S.

3. MyFloridaMarketPlace Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3) F.A.C.

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to §287.057(23), F.S. (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The provider shall receive a credit for any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprourement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

**N. Civil Rights Requirements**

Civil Rights Certification: The provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

**O. Independent Capacity of the Contractor**

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

**P. Sponsorship**

As required by §286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

**Q. Final Invoice**

To submit the final invoice for payment to the Department no more than \_\_\_\_\_ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the Department.

**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of §216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime and Discriminatory Vendor**

1. Pursuant to §287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, F.S., the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

**T. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**U. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the Department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**V. Electronic Fund Transfer**

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of Authorization form and sample bank letter are available from the Department.

**W. Information Security**

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, §384.29, §381.004, §392.65, and §456.057, F.S. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the Department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

**II. THE DEPARTMENT AGREES:****A. Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \_\_\_\_\_ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

**B. Contract Payment**

Pursuant to §215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in

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a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

**III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE**

A. Effective and Ending Dates

This contract shall begin on \_\_\_\_\_ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on \_\_\_\_\_.

B. Termination

1. Termination at Will

**This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.**

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

**D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)**

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The name of the contact person and street address where financial and administrative records are maintained is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The name, address, and telephone number of the contract manager for the Department for this contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, \_\_\_\_\_ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

**I have read the above contract and understand each section and paragraph.**

**IN WITNESS THEREOF**, the parties hereto have caused this \_\_\_\_\_ page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:** \_\_\_\_\_

**STATE OF FLORIDA, DEPARTMENT OF  
HEALTH**

**SIGNATURE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT/TYPE NAME:** \_\_\_\_\_

**PRINT/TYPE NAME: ANNA M. LIKOS, MD, MPH**

**TITLE:** \_\_\_\_\_

**TITLE: DIRECTOR, DIVISION OF DISEASE CONTROL  
AND HEALTH PROTECTION**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**STATE AGENCY 29-DIGIT FLAIR CODE:**

**64202141001642007001404000000**

**FEDERAL EID# (OR SSN):** \_\_\_\_\_

**PROVIDER FISCAL YEAR ENDING DATE: 06/30**

**ATTACHMENT IX**

<p><b>MINORITY AIDS INITIATIVE PROGRAM REQUEST FOR APPLICATIONS APPLICATION CHECKLIST</b> This checklist is to be used by applicants to help ensure that all parts of the application are included.</p>	
<b>CHECKLIST ITEMS</b>	
<b>Title Page</b> - with authorized signature	
<b>Table of Contents</b> - All major sections of the application are identified along with the page numbers.	
<b>Project Abstract/Summary</b> - Does not exceed page limits	
<b>Statement of Need and Program Purpose</b> - Does not exceed page limits	
<b>Program Description and Design</b> - Does not exceed page limits	
<b>Staffing and Organizational Capacity</b> - Does not exceed page limits	
<b>Collaborations</b> - Does not exceed page limits	
<b>Budget Summary</b> - Provided in the required format; does not exceed maximum grant amount allowed; and all calculations are correct. <b>Budget Narrative</b> - Addresses all cost items identified on the Budget Summary, including the amount. All calculations are correct. Does not exceed page limits.	
<b>Appendix A - Program Description and Design Documentation</b>	
<p><b>A.1.</b> Documentation of existing agreements (BAAs, MOAs, MOUs) with at least one medical provider where clients may be linked to care. <b>A.2.</b> Letter(s) of agreement from county health Department for integrated partner services, if applicable.</p>	
<b>Appendix B - Organizational Capacity Documentation</b>	
<p><b>B.1.</b> A table of organization or organizational chart <b>B.2.</b> Copy of Current Certificate of Incorporation <b>B.3.</b> Copies of key personnel’s resumes, email addresses, and phone numbers <b>B.4.</b> A current roster of the board of directors, including name, address and telephone numbers <b>B.5.</b> A letter from the local community planning partnership chair confirming membership of agency personnel identified as members of the planning partnership.</p>	
<b>Appendix C- Collaboration Documentation</b>	
<p><b>C.1.</b> Letters of agreement or commitment from partners, key stakeholders, and other local organizations where program activities will be implemented. <b>C.2.</b> Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.</p>	
Application follows the Order of Submission required in Section 5.10	
All pages are numbered consecutively, including Appendices.	
Application is typed in Arial 11 with a one-inch margin all around.	
All copies of the application are stapled or binder clipped in the upper left hand corner. No notebooks, spiral binding or other form of binding is used.	
One copy of the application contains original signatures.	
One original and 5 copies of the application.	

