

RYAN WHITE PART B MEDICAL CASE MANAGEMENT SERVICES
AREA 5/6/14 HIV/AIDS PROGRAM
REQUEST FOR APPLICATION 14-012



FLORIDA DEPARTMENT OF HEALTH IN PINELLAS COUNTY
AREA 5/6/14 HIV/AIDS PROGRAM
REQUEST FOR APPLICATION (RFA14-012)

RYAN WHITE PART B MEDICAL CASE MANAGEMENT SERVICES

Agency Name (as it appears in My Florida Marketplace) _____

Name of Contact person _____

Federal Employer Identification Number (FEID) _____

Authorized Signature (Manual in blue ink) _____

Printed Name of Authorized Signature _____

Title _____

Date _____

Disclaimer – NOTE: The receipt of applications in response to this grant opportunity does not imply or guarantee that any one or all qualified applicants will be awarded a grant or result in a contract with the Florida Department of Health.

This grant opportunity is not subject to Section 120.57 (3) F.S.

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TIMELINE

Schedule	Due Date	Location
Request for Applications Released and Advertised	11/7/14	Department of Health Grant Funding Opportunities Website http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html
Submission of Written Questions (Questions may faxed or E-mailed)	11/17/14	Submit to: Florida Department of Health in Pinellas County Attn: Pankaj Doshi 205 Dr. M.L. King Street North Purchasing, Suite 449 St. Petersburg, FL. 33701 Fax: (727) 820-4296 ZZZZFDOH-PinellasRFA@flhealth.gov
Answers to Questions Posted	11/21/14	Department of Health Grant Funding Opportunities Website: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html
Applications due (no faxed or e-mailed applications)	Must be received NO LATER than 3:00 PM E.T. on December 11, 2014	Submit to: Florida Department of Health in Pinellas County Attn: Pankaj Doshi 205 Dr. M.L. King Street North Purchasing, Suite 449 St. Petersburg, FL. 33701
Anticipated evaluation of applications	12/15/14	Review and Evaluation of Applications Begins
Anticipated award date	1/8/15	Department of Health Grant Funding Opportunities Website http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose and Programmatic Authority

The purpose of this Request for Applications (RFA) is to establish contracts for medical case management services to individuals living in Hillsborough, Manatee, and Pinellas Counties. This RFA meets the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White) program.

The successful applicant(s) must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- Chapter 381, Florida Statutes, entitled Public Health and more specifically Section 381.003, Florida Statutes, entitled Communicable Disease and AIDS Prevention and Control. Additionally, portions of this program are also governed by Florida Administrative Code 64D-4, entitled "Eligibility Requirements for HIV/AIDS Programs."
- 20001 HIV/AIDS Case Management Standards and Guidelines, Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White) program, as amended and HRSA Program Policy Notices.

1.2 Term

It is anticipated that the contract resulting from this RFA shall be for an estimated period of one (1) year with up to three (3) one (1) year renewals. Estimated annual funding of \$848,216.00 has been identified as potentially being available from April 1, 2015 through March 31, 2016.

1.3 Renewal

The contract resulting from this RFA may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original contract, whichever is longer. The price for each potential renewal shall be submitted with the application for evaluation by the Department and shall be based on the available funding and area needs. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

1.4 Definitions

1. **Allowable Services:** the HIV/AIDS patient care services listed in the current federal Glossary of Services as referenced by the Health Resources and Services Administration in the Ryan White HIV/AIDS Programs Part B Manual (Revised 2013); and, the list of HIV/AIDS patient care services administered by the Florida Department of Health, HIV/AIDS Section, all of which are incorporated by reference and available upon request from the Florida Department of Health, HIV/AIDS Section at 4052 Bald Cypress Way, Bin A09, Tallahassee, FL 32399-1715. The allowable services actually delivered are based on availability, accessibility and funding of the service.
2. **Area 5/6/14 Ryan White service delivery system:** Network of service providers with agreements for providing Ryan White services in Hardee, Hernando, Highlands, Hillsborough, Manatee, Pasco, Pinellas and Polk Counties.
3. **APR:** Annual Progress Report.
4. **Beneficiary:** any individual who received Ryan White and PCN Beneficiary direct and/or supportive services during the operating year.

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5. **Business hours:** 8 A.M. to 5 P.M. Eastern Time Monday through Friday.
6. **Calendar days:** counts all days, including weekends and holidays.
7. **CAREWare:** free software provided by the DOH for managing and monitoring HIV/AIDS patient care services.
8. **Case Management :** a client-centered service that links clients with health care, psychosocial and other services to insure timely, coordinated access to medically appropriate levels of health and support services and continuity of care.
9. **Contract:** contracts that will be awarded to the successful applicant(s) under this RFA unless indicated otherwise.
10. **Contract Manager:** an employee of the Department responsible for enforcing performance of the contract terms and conditions and serving as a liaison to the provider.
11. **Contractor or Provider:** the business entity to which a contract has been awarded by the Department in accordance with an application submitted by that entity in response to this RFA.
12. **Department, DOH or Buyer:** Florida Department of Health in Pinellas County and may be used interchangeably.
13. **Eligible Person:** an applicant who meets all of the criteria under Rule 64D-4, F.A.C.
14. **Grantee:** the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.
15. **HRSA:** Health Resources and Services Administration which is the federal grantor for Ryan White funding.
16. **Low Income:** a person whose household income is at or below the maximum allowable amount as defined in Rule 64D-4, F.A.C.
17. **Mandatory Requirement or Minimum Requirements:** the Department's established requirements with respect to applications to be submitted. The use of "shall," "must," or "will" (except to indicate simple futurity) in this RFA indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the application or termination of the Contract/Direct Order.
18. **Medicaid:** a joint Federal and state program that helps with medical costs for some people with low incomes and limited resources.
19. **Minor Irregularity:** used in the context of this RFA and perspective Contract/Direct Order, indicates a variation from the application terms and conditions which does not affect the price of the response, or give the applicant(s) an advantage or benefit not enjoyed by other applicant(s), or does not adversely impact the interests of the Department.
20. **Part B Grantee:** the Florida Department of Health in Pinellas County Lead Agency.
21. **Application and Response:** the complete written response of the Proposer to the RFA, including properly completed forms, supporting documents, and attachments.
22. **Proposer and Applicant(s):** the entity that submits materials to the Department in accordance with these instructions, or other entity responding to this RFA. The term Vendor may also be used.
23. **RSR:** Ryan White Service Report which collects information on programs and clients served during the program year.
24. **Ryan White HIV/AIDS Treatment Extension Act of 2009 also known as Ryan White:** a federal program to provide HIV/AIDS care to people with HIV/AIDS who have no health insurance or who have insufficient health care coverage.
25. **RFA:** Request for Application.
26. **Ryan White Fiscal Part B Year:** April 1-March 30.

1.5 Major Program Goals

The intent of Medical Case Management services is to provide allowable services to eligible persons through:

1. Proper eligibility determination
2. Proper service access
3. Proper documentation
4. Utilization of the State CAREWare database
5. Prompt linkage to care post diagnosis or referral
6. Proper medical treatment
7. Proper laboratory monitoring
8. Proper medication adherence

1.6 Client General Description

“Ryan White Client” is defined as any individual who identifies as positive with HIV/AIDS and meets the criteria in Rule 64D-4 and who is seeking patient care services.

1.7 Client Eligibility Determination

All clients requesting patient care services shall be determined eligible based on [Chapter 64D-4](#), Florida Administrative Code. All successful applicant(s) are required to enter eligibility information on every client into the eligibility module in the State of Florida, CAREWare database. CAREWare is free software provided by the DOH for managing and monitoring HIV/AIDS patient care services. The successful applicant shall determine eligibility for each client served.

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

1.8 Description of Staffing and Organizational Capacity

The application must include:

1. A description of the staff who will provide the service, their qualifications, resumes and their number; and,
2. A table of organization (organizational structure) ;
3. A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project;
4. Description of similar projects to the one proposed in the RFA;
5. Documentation of financial stability such as a financial statement or audit;
6. Other information as listed:
 - Proof of non-profit status.
 - Proof of current liability insurance.
 - Letter of support from organizations.
 - Samples of prior work performed.
 - Resumes of critical project/program staff.
 - Civil Rights Compliance (See Attachment XII).

Professional Qualifications

Please refer to Florida HIV/AIDS Case Management Operating Guidelines in Section 2.2 Task List.

Staffing Changes

The successful applicant shall staff the project with key personnel identified in its application. Each individual is considered by the Department to be essential to this project. Prior to substituting any of the proposed individuals the successful applicant shall notify and obtain written approval from the Department. This written justification should include description of the circumstances requiring the changes and a list of proposed substitution individuals. The description must be detailed enough to permit the Department to evaluate how substituting the applicant's personnel will impact the project. The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with Department staff.

SECTION 2.0 TECHNICAL SPECIFICATIONS

2.1 Scope of Service

The services to be provided under the resulting contract(s) include the following:

Medical Case Management: Awarded applicant will be required to provide Medical Case Management services (including treatment adherence) defined by HRSA as: a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of Medical Case Management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical Case Management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.

Case management represents a large portion of the Patient Care Program allocations each year. Improved fiscal and program accountability continues to be emphasized to ensure sustained funding and service delivery. Every full-time equivalent (FTE) case manager must maintain a continuous minimum caseload throughout the contracted year of 60 clients.

For a case manager supervisor to be funded under Medical Case Management line item, they must also have a case load proportionate to the percentage of funding for the position and/or perform all of the following tasks:

- Manage staff (Recruit, hire, train, terminate)
- Conduct monthly chart reviews for quality management
- Conduct interdisciplinary team meetings and/or facilitate meetings with partnered providers regarding client-specific issues
- Attend consortia meetings
- Fill in for staff on leave or vacation

2.2 Task List

Objectives: The successful applicant(s) shall provide Medical Case Management and client eligibility services to HIV/AIDS infected individuals to improve quality, availability, and facilitate collaboration of

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HIV/AIDS services within the designated area to improve the overall health of individuals living with HIV/AIDS.

1. Adhere to the Florida HIV/AIDS Patient Care Eligibility Procedures Manual <http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/eligibility-information1.html>.
2. Adhere to Florida HIV/AIDS Case Management Operating Guidelines <http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/case-management-info.html>
3. Entering defined data variables in State CAREWare for each client as described in the Ryan White HIV/AIDS Program Services Report Instruction Manual (<http://hab.hrsa.gov/manageyourgrant/clientleveldata.html>), the Florida HIV/AIDS and Hepatitis Program Eligibility Procedures Manual, the HRSA monograph, using data to measure public health performance (<http://hab.hrsa.gov/manageyourgrant/files/datatomeasure2010.pdf>).
4. Adhere to Florida Ryan White Part B/General Revenue Patient Care Network Administrative Guidelines. <http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/contract-admin-guidlines.html>.
5. Administer needs assessments as required including review of current needs assessment data which can be found at <http://www.floridahealth.gov/diseases-and-conditions/aids/index.html>
6. Ensure client satisfaction surveys are conducted and reviewed.
7. Participate in the Ryan White Part B Quality Management activities.
8. Adhere to the West Central Florida Ryan White Care Council Client Service Caps and Limits guidelines.

Applicants must verify that case managers, once contracted by the Department, have received the Florida Department of Health approved HIV/AIDS Case Management Training.

Task Limits

The successful applicant shall not perform any tasks related to the project other than those described in Section 2.2 without the express written consent of the Department.

Additional Tasks

Any activities, tasks, products or materials that would be reasonably necessary in order for the selected applicant(s) to perform in accordance with the Scope of Services and System Specifications and Tasks sections of this RFA are not considered Additional Services. However, if the Department requests the selected applicant(s) to perform Additional Services (“Additional Task”), the Department shall submit a written request to the selected applicant(s) for implementing the Additional Services (“Task Request”). Additional Services include only services that are outside the Scope of Services and the System Specifications and Tasks sections of this RFA. An Additional Task must be based on (1) changes in the Assumptions pre-determined by the parties or (2) changes in law; and (3) for which the selected applicant(s) can demonstrate the costs were actually incurred, or reasonably anticipate incurring related to the Additional Task.

2.3 Description of Approach to Performing Task

The application shall include a section to provide insight into the applicant’s approach to providing the services as specified in this RFA. The applicant will address all areas of work within the Task List. The applicant’s technical approach will demonstrate a thorough understanding and insight into this project. At a minimum, this section should address:

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- The applicant's demonstrated technical knowledge, expertise and ability to meet the specifications stated in Section 2.2, Task List.
- Documented successful experience in providing similar services.

Provider Unique Activities

The successful applicant is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 2.2. By execution of the resulting contract the successful applicant recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

2.4 Service Delivery Location

Successful applicants must specify their ability to offer services to clients at locations as outlined in the funding allocation to include: Hillsborough, Manatee, and Pinellas Counties. The funds are targeted to specific areas, but clients may cross county lines for service subject to client convenience and agency capacity.

All service delivery locations shall be easily accessible to clients through public transportation as available. The provider will offer services at existing locations and also provide services at client's residence if needed and/or requested.

The provider shall make every effort to assist clients with the coordination of their transportation needs. However, neither the provider nor the Ryan White Part B Lead Agency is financially responsible for the clients' transportation.

Service Delivery Times

Successful applicants must offer services at a minimum of Monday-Friday, 8 a.m.-5 p.m., excluding state holidays, from one or more service delivery locations. Exceptions may be allowed, but any alternative schedule must be specified in the RFA response.

2.5 Staffing Levels

Each applicant shall include their proposed staffing for technical, administrative, and clerical support, if pertinent, to fulfill the tasks identified in Section 2.2. The successful applicant shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities, if applicable. In the event the Department determines that the successful applicant's staffing levels do not conform to those promised in the application, it shall advise the successful applicant in writing who shall have thirty (30) days to remedy the identified staffing deficiencies.

2.6 HIPAA Business Associates Agreement

The successful applicant(s) will be required to execute a HIPAA Business Associate Agreement when signing their contract and comply with all provisions of state and federal law regarding confidentiality of patient information, see **Attachment V**.

2.7 Responsive and Responsible (Required Documentation)

The applicant(s) shall complete and submit the following mandatory information or documentations as a part of the response. Any response which does not contain the information below shall be deemed non-responsive.

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- Cover Sheet {Attachment 1}
- Cost Proposal (Budget Narrative){Attachment III}
- Description of Staffing and Organizational Capacity as outlined in Section 1.8
- Required Certifications {Attachment IV}
- Non-Profit Certification
- Financial Audit (if applicable) {Attachment IX}

2.8 Cost Proposal

The applicant(s) must provide a budget narrative (in format required) labeled Attachment II estimating its costs to be incurred to carry out the necessary functions required by the Department. The cost proposal must comply with the requirements presented in this section and must be included as a separate section of the response. (Respond as Attachment II). A separate cost proposal must be submitted for each geographic area (as listed in Section 4.15) for which funding is sought.

Note: Applicants shall submit a cost proposal/budget narrative (with a detailed justification and breakdown of costs) to include the initial year and all (3) three renewal years. All awarded contract will be Cost Reimbursement with a 10% Administrative Cost cap.

The Cost Proposal is to be included as a separate section in the response. Responses shall contain all information solicited by this RFA. The Department is not liable for any costs or expenses incurred by any proposer related to or arising out of the RFA process.

2.9 Equipment

Applicants must include any consideration for costs associated with the provision of equipment in the cost proposal in response to Section 4.2.

2.10 Reports

Where the resulting contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time where the successful applicant may remedy the objections noted by the Department. The Department may, after having given the successful applicant a reasonable opportunity to complete, make adequate or acceptable, declare this agreement to be in default.

2.11 Outcomes and Outputs (Performance Measures)

Over the course of the resulting contract(s), the successful applicant(s) will be required to complete and provide at a minimum, acceptable performance and compliance with the following performance measures:

1. Maintain documentation that clients are eligible, as defined by the State, at the time services are rendered.
2. Achieve a satisfactory or better rating on at least 85% of case management records reviewed based on a sample size of at least 30 records.
3. Achieve a rating of 90% on clients screened for other funding eligibility sources, based on a sample size of at least 30 records.
4. Achieve a satisfactory or better rating on at least 85% of client satisfaction surveys for case management services.
5. Acceptable performance and completion of additional performance measures may be required by the Department.

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6. Notify the contract manager when a written complaint is filed related to any contracted services.

2.12 Coordination with Other Entities

The successful applicant(s) will be required to link clients to services in local county health departments, community based organizations, AIDS services organizations, other Ryan White service providers, HOPWA service providers grantees, the local HIV/AIDS consortia, the local Medicaid office and any other local agency providing client services. Specific failure of other entities does not alleviate the successful applicant(s) from any accountability for tasks or services the successful applicant(s) are obligated to perform pursuant to the contract. Documentation of client eligibility is the responsibility of the funded agency, whether determined by them or by another Ryan White provider.

2.13 Department Obligations

The Department may provide technical support and assistance to the successful applicant(s) within the resources of the Department to assist the successful applicant(s) in meeting the required tasks in Section 2.2 Task List. The support and assistance, or lack thereof shall not relieve the provider from full performance of contract requirements.

2.14 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.

2.15 Financial Specifications

This project is funded through the Health Resources and Services Administration (HRSA). It is anticipated that the contracts resulting from this RFA shall be for an estimated period of one (1) year with up to three (3) one (1) year renewals. Estimated funding of \$848,216.00 has been identified as potentially being available April 1, 2015 through March 31, 2016. Funding is available in the following geographic areas:

Area	Estimated PART B Funding
Hillsborough	\$188,675
Manatee	\$110,264
Pinellas	\$549,277

If an applicant wishes to apply for funding in more than one area, a single response may be submitted that outlines service delivery in each area, but a separate cost proposal is required for each geographic area.

Allowable Costs

1. The Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations, is used as a guideline to determine allowable costs.
2. HRSA's HIV-Related Service Categories. The Ryan White HIV/AIDS Treatment Extension Act of 2009 Definitions for Eligible Services prepared by HRSA describes allowable Part B services. HRSA program policy notices are available online at <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>.

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The following are unallowable costs under the terms of this RFA:

1. Funds cannot be used to purchase or improve land, or to purchase, construct or permanently improve any building or other facility. A successful applicant cannot pay a mortgage or pay itself rent for the use of a building that it owns.
2. No cash payments to service clients.
3. Funds cannot be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.
4. Funds cannot be used for the purchase of vehicles without written Grants Management Officer approval through HRSA.
5. Funds cannot be used for: Non-targeted marketing promotions or advertising about HIV services that target the general public (e.g. poster campaigns for display on public transit, TV or radio public service announcements, etc.). Broad-scope awareness activities about HIV services that target the general public.
6. Funds cannot be used for outreach activities that have HIV prevention education as their exclusive purpose.
7. Funds cannot be used for influencing or attempting to influence members of Congress and other federal personnel.
8. Funds cannot be used for foreign travel.
9. Funds cannot be used to pay any costs associated with the creation, capitalization or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium contributions to existing liability risk pools), or to pay any amount expended by a state under Title XIX of the [Social Security Act](#).
10. Funds cannot be used to support employment, vocational or employment-readiness services.
11. Funds cannot be used for direct maintenance expenses (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance or license and registration fees.
12. Funds cannot be used for the following activities or to purchase these items:
 - Clothing
 - Funeral, burial, cremation or related expenses
 - Local or state personal property taxes (for residential property, private automobiles or any other personal property against which taxes may be levied) (applicable to HOPWA only)
 - Household appliances
 - Pet foods or other non-essential products
 - Off-premise social/recreational activities or payments for a client's gym membership
 - Purchase or improve land or to purchase, construct or permanently improve (other than minor remodeling) any building or other facility

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- Pre-exposure prophylaxis
13. Funds cannot be used for No-Show fees - Fees charged by an applicant for any service when a RW client did not give prior notice for appointment cancelation. Ryan White funds are for payments for services rendered.
 14. Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing services.
 15. Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs.
 16. Technical assistance in establishing and operating a community residence, including planning and other pre-development or pre-construction expenses and including, but not limited to, costs relating to community outreach and educational activities regarding AIDS or related diseases for persons residing in proximity to the community residence.
 17. Indirect costs, which include but are not limited to rent and utilities, will NOT be funded in service line items. These costs must be included in the administrative costs.

Invoicing and Payment of Invoice

1. Pursuant to Section 287.058, Florida Statutes, all invoices must be submitted in detail sufficient for a proper pre-audit thereof.
2. Contract(s) resulting from this RFA will be a combination of fixed price and cost-reimbursement. The fixed price portion of the contract will apply to all administrative tasks in 2.2; the remainder of the contract will be cost-reimbursement. One (1) original invoice should be submitted for payment on resulting contract. All submissions not in compliance with these guidelines will be returned to the applicant(s) for re-submission.
3. The review time for determining the acceptance of deliverables will be in accordance with Department standards. Invoices will be processed only after the Department determines acceptance of the deliverable, and the contract manager signs the invoice. Disputed invoices will be returned to the successful applicant(s) for correction.
4. The successful applicant(s) shall submit the final invoice for payment to Departmental offices no later than 15 days after termination of the contract. If the contractor fails to do so, all rights to payment are forfeited, and the Department will not honor any request submitted after aforesaid time period.
5. All invoices will be in accordance with DOH payment procedures and schedules.

2.16 Recipient/Sub-Recipient of State and Federal Funds

Documentation: Provider is required to maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit I 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:

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1. allowable under the contract and applicable laws, rules and regulations;
2. reasonable;
3. and necessary in order for Provider 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 Provider will timely comply with any requests for documentation.

2.17 Evaluation of Application

Each response will be evaluated and scored based on the criteria defined in Attachment II. 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 scoring. The Department intends to award one or multiple applicants per area.

It is the objective of the Department to attempt to provide client choice within funding limitations, and may award contracts to one or more applicants whose applications are judged through evaluation to be in the best interest of the Department. However, to be eligible for award, the application must obtain a passing score of 75 out of 100 and meet the Department's financial requirements.

The Department may fund one or more agencies if the specific area allocation is more than \$125,000 and there is more than one application. If the allocation is more than \$125,000 but the program cannot function effectively with limited funding the Department reserves the right to determine how many providers may be funded. This determination will be based on a number of variables including, but not limited to, application scores, ability to reach minority/underserved populations, geographic coverage (including rural areas), high risk populations.

SECTION 3.0 INTRUCTIONS TO APPLICANTS

3.1 Instructions For Submittal

- Applications may be sent by U.S. Mail, Courier, or Hand-Delivered to the location as identified in the Timeline. Electronic submission of applications will not be accepted for this RFA.
- Applications must be submitted in a sealed envelope/package with the RFA number 14-012 and the date and time of the application opening clearly marked on the outside.
- The Department is not responsible for any envelope which is not properly marked.
- It is the responsibility of the applicant to assure their application is submitted at the proper place and time indicated in the Timeline. The Department's clocks will provide the official time for application receipt and opening.
- **Late applications/offers will not be accepted.**

Application Order of Submission

1. First Page Cover Page (Attachment I)
2. Second and Third Pages Table of Contents
3. Part I Project Narrative

Appendix A Organizational Capacity Documentation

- A.1. Table of organization or organizational chart
- A.2. Copy of current Certificate of Incorporation from the Florida Department of State;
- A.3. Current roster of the Board of Directors, including names, addresses, and telephone numbers
- A.4. Copy of the management letter from most recent financial audit.
- A.5. Copy of responses to most recent programmatic and/or administrative monitoring report from current or past funding sources.

Appendix B Budget Allocation

- B.1 Budget Narrative {**Attachment III**}

Appendix C. Required Forms

- C.1. Required Certifications Form (**Attachment IV**)
- C.2. HIPAA BUSINESS ASSOCIATE AGREEMENT (**Attachment V**)
- C.3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (**Attachment VII**)
- C.4. Certification Regarding Lobbying (**Attachment VIII**)
- C.5. Civil Rights Compliance Checklist (**Attachment XII**)

3.2 Instructions For Formatting

- Applicants are required to complete, sign, and return the “Cover Sheet” (Attachment 1) with their applications.
- The application should be single-spaced. Include 1) table of contents, 2) appendices and 3) other support materials.
- The pages must be numbered and one-inch margins used.
- The font size and type is at the discretion of the applicant but must be at least as large as the font type you are currently reading (Arial 11).
- One (1) original application, four (4) copies of the application and all supporting documents must be submitted. Also, one (1) electronic copy of the entire application on a CD (flash drives are not acceptable).

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

3.3 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(12), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful applicant’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract results from this RFA entitles the department to unilaterally cancel the contract agreement. The successful applicant will be required to promptly notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFA shall be retained by the successful applicant for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During the records retention period, the successful applicant agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the department’s standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the department. Data files will be provided in a format readable by the department.

The successful applicant agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful applicant further agrees to hold the department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful applicant of confidential records whether public record or not and promises to defend the department against the same at its expense.

The successful applicant shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.4 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the applicant(s) considers any portion of its response to this RFA to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the applicant(s) must segregate and clearly mark the document(s) as “**CONFIDENTIAL.**”

Simultaneously, the applicant(s) will provide the Department with a **separate redacted paper and electronic copy** of its response with the claimed protected information redacted and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the RFA name, number, and the name of the applicant(s) on the cover, and shall be clearly titled “**REDACTED COPY.**”

The Redacted Copy shall be provided to the Department at the same time the applicant(s) submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The applicant(s) shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the applicant(s) shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are

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confidential, proprietary, trade secret or otherwise not subject to disclosure. If the applicant(s) fails to submit a redacted copy with its response, all records submitted are public records and the Department shall produce all documents, data or records submitted by the applicant(s) in answer to a public records request.

3.5 Inquiries

Questions related to this RFA must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the RFA Timeline will be posted on the DOH Grant Funding Opportunities web site:

<http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html>

All inquiries must be submitted to:

ZZZZFDOH-PinellasRFA@flhealth.gov

3.6 Special Accommodations

Any person requiring special accommodations because of a disability should call Pankaj Doshi at (727) 820-4203 Ext 4223 at least five (5) work days prior to any pre-application conference, application opening, or meeting. If you are hearing or speech impaired, please contact Pankaj Doshi by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

3.7 Minority and Service-Disabled Veteran Business - Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Applicant(s) are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

SECTION 4.0 SPECIAL CONDITIONS

4.1 Changes in Location

The successful applicant shall notify the department in writing a minimum of one (1) week prior to making changes in location that will affect the department's ability to contact the successful applicant by telephone or facsimile.

4.2 Cost of Preparation

Neither the Department of Health nor the State is liable for any costs incurred by an applicant in responding to this RFA.

4.3 Vendor Registration

Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website http://dms.myflorida.com/dms/purchasing/myfloridamarketplace/myfloridamarketplace_quick_links/vendors.

Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

4.4 Verbal Instructions Procedure

The applicant(s) shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department of Health's Contract Administration Office may be considered as a duly authorized expression on behalf of the State. Additionally, only written communications from applicant(s) in writing are recognized as duly authorized expressions on behalf of the applicant(s).

4.5 Addenda

If the Department of Health 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 DOH Grant Funding Opportunities web site:

<http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html>

It is the responsibility of the applicant to be aware of any addenda that might affect the submitted application.

4.6 Identical Tie Applications

When evaluating vendor responses to applications where there is identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

4.7 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with Florida be registered with the Florida Department of Health in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

4.8 Unauthorized Aliens

The employment of unauthorized aliens by any applicant is considered a violation of section 274A(a) of the Immigration and Nationality Act. 8 U.S.C. 1324a (2006). An applicant who knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

4.9 Standard Contract/Purchase Order

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It is anticipated a formal contract will be executed to the awarded application by the Department. Attached to this RFA is the DOH Standard Contract (Attachment VI) which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Prospective applicants should carefully review the DOH Standard Contract and be prepared to comply, if awarded this RFA.

Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference.

4.10 Licenses, Permits, and Taxes

Applicant shall pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the applicant shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

4.11 Conflict of Law and Controlling Provisions

Any contract resulting from this RFA, plus any conflict of law issue, shall be governed by the laws of the state of Florida.

4.12 Conflict of Interest

Section 287.057(18), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) 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 in 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 acknowledge acceptance on Required Certifications.

4.13 E-Verify

In accordance with Executive Order 11-116, "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."

4.14 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated

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quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

4.15 Required Certifications

All applicants must sign and return with its response the Required Certifications form, **Attachment IV. Any applicant failing to return the Required Certifications form will be considered non-responsive.**

4.17 Florida Preference

287.084 Preference to Florida businesses.—(1)(a)When an agency, university, college, district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

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Attachment I

AREA 5/6/14 HIV/AIDS PROGRAM

Request for Application

Cover Sheet

Agency Name (as it appears in My Florida Marketplace)_____

Name of Contact person_____

Agency Mailing Address_____

City-State-Zip_____

Telephone Number(s) (including area code) _____

Email Address_____

Federal Employer Identification Number (FEID)_____

Amount Requested_____

Funding Requested from: Part B_____

County(ies) to be served_____

Service Location(s) (If different from business office location)_____

Hours of operation_____

Current or Prior Part B or General Revenue Provider: Yes_____ No_____

Authorized Signature (Manual in blue ink)_____

Printed Name of Authorized Signature_____

Title_____

Date_____

Original_____

Copy_____

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ATTACHMENT II
Evaluation Criteria

This evaluation sheet will be used by the Evaluation Team to assign scores to all applications that were evaluated and designated as qualified. Scores for all Evaluation Team members will be averaged and ranked, highest to lowest averaged score. Both the presence and quality of the response will be evaluated when determining point value. Once scores from all Evaluation Team members have been averaged, the applicant(s) receiving the highest score will be selected for award. The Department intends to award one or multiple applicants per area designated in Section 4.15.

Point Value (Unless otherwise indicated, zero is the lowest possible score and the maximum number of points available for each evaluation question is the highest possible score.)

Points Awarded (Total number of points given by the evaluator)

Note: If an applicant did not provide an application for the services and the area(s) listed below, the evaluator must put "0" in the "maximum # of points awarded" and in the "subtotal of points awarded" for each section.

RYAN WHITE PART B/GENERAL REVENUE MEDICAL CASE MANAGEMENT SERVICES

RYAN WHITE SECTION 1: GENERAL INFORMATION	POINT VALUE (Maximum # of Points Awarded for this section is 80)
1. How well does the application provide clear insight into how the applicant will meet the overall requirements as described in the scope of service (2.1) and major program goals (1.5)? Maximum number of points available: 15	
2. How well does the application give a comprehensive description of the objectives, activities and deliverables listed in task list (2.2)? Maximum number of points available: 15	
3. How well does the application describe knowledge of and experience using the state CAREWare database in relation to Case management and eligibility (as required in Section 1.7 & 2.2)? Maximum number of points available: 10	
4. How well did the applicant document evidence and knowledge of providing similar related services and tasks (as required in Section 2.3)? Maximum number of points available: 15	
5. How well does the application demonstrate information about their company's experience, administrative structure, professional qualifications, table of organization and staffing levels? Maximum number of points available: 10	
6. How well does the application describe how the applicant will provide access and/or reach minority and other special/underserved populations? Maximum number of points available: 10	
7. How well does the application describe how the applicant will ensure the provision of clinical quality management services for Ryan White case management (4.2)? Maximum number of points available: 5	
SUBTOTAL OF POINTS AWARDED FOR SECTION 1:	

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RYAN WHITE SECTION 2: COST PROPOSAL AND BUDGET NARRATIVE	POINT VALUE (Maximum # of Points Awarded for this section is 20)
1. How well does the applicant provide a budget that accomplishes the activities identified in the task list and reflects reasonable costs and increased efficiencies to the Department? (4.2)? Maximum number of points available: 10	
2. How well does the applicant's cost proposal provide a detailed justification and cost breakdown of all costs associated with fulfilling Ryan White services? (Attachment III) Maximum number of points available: 10	
SUBTOTAL OF POINTS AWARDED FOR SECTION 2:	

Application Section 1: Points awarded out of a maximum of 80: _____

Application Section 2: Points awarded out of a maximum of 20: _____

TOTAL POINTS AWARDED (out of a maximum of 100): _____

Evaluator Name: _____

Provider application: _____

Date: _____

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**Attachment III
 BUDGET NARRATIVE MODEL**

Provider Name: _____

A. ADMINISTRATIVE (no more than 10% of total contract amount)

Salaries: (Copy & paste rows as needed. For each position include:)		Total Salary	Amount charged to contract																					
(1-1)	Position Title:																							
(1-2)	Job Responsibilities as related to the funded work:																							
(1-3)	New or existing position:																							
(1-4)	Justification for the position:																							
(1-5)	Total annual salary:																							
(1-6)	Other funding sources if position is partially funded :																							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PART A:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>PART B:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>Emerging Comm.</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>General Rev:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>HOPWA:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>Other:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>Totals 100%</td><td style="text-align: center;">0%</td><td style="text-align: center;">\$0.00</td></tr> </table>	PART A:	%	\$	PART B:	%	\$	Emerging Comm.	%	\$	General Rev:	%	\$	HOPWA:	%	\$	Other:	%	\$	Totals 100%	0%	\$0.00		
PART A:	%	\$																						
PART B:	%	\$																						
Emerging Comm.	%	\$																						
General Rev:	%	\$																						
HOPWA:	%	\$																						
Other:	%	\$																						
Totals 100%	0%	\$0.00																						
(2-1)	Position Title:																							
(2-2)	Job Responsibilities as related to the funded work:																							
(2-3)	New or existing position:																							
(2-4)	Justification for the position:																							
(2-5)	Total annual salary:																							
(2-6)	Other funding sources if position is partially funded :																							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PART A:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>PART B:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>Emerging Comm.</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>General Rev:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>HOPWA:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>Other:</td><td style="text-align: center;">%</td><td style="text-align: center;">\$</td></tr> <tr><td>Totals 100%</td><td style="text-align: center;">0%</td><td style="text-align: center;">\$0.00</td></tr> </table>	PART A:	%	\$	PART B:	%	\$	Emerging Comm.	%	\$	General Rev:	%	\$	HOPWA:	%	\$	Other:	%	\$	Totals 100%	0%	\$0.00		
PART A:	%	\$																						
PART B:	%	\$																						
Emerging Comm.	%	\$																						
General Rev:	%	\$																						
HOPWA:	%	\$																						
Other:	%	\$																						
Totals 100%	0%	\$0.00																						
*** COPY AND PASTE ADDITIONAL POSITIONS ON THIS LINE																								
TOTAL SALARY		\$0	\$0																					
Fringe Benefits																								
	FICA:																							
	Life/Disability:																							
	Retirement:																							
	Other:																							
	TOTAL FRINGE	\$0	\$0																					
Travel																								
Office Expenses																								
Equipment																								
Other (Specify)																								

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	ADMINISTRATION SUBTOTAL (no more than 10% of	#REF!	#REF!
B. Direct Care			
			AMOUNT
i. Medical Case Management (including treatment adherence)			
1. List all providers or facilities where services are provided:			
2. For each provider listed above (1), provide the following information: authorization protocol, how provider will be paid (unit cost, Medicaid rate, by diagnosis code, etc.), anticipated units of service, anticipated number of visits, service limitations and caps, exceptions:			
3. Allocation Methodology. How was the amount allocated to this service decided upon? Do you have a review process for allocations? Where does this service rank in the latest needs assessment? If other services were ranked higher but not funded, explain why this service received funding.			
4. Additional Information. Include any information that you think would be helpful in describing your service delivery system for this service. This may include a description of guiding principles developed by consortium and other related policies or guidelines:			
If positions are being funded to complete the following:			
Medical Case Management Provider:			
(Name and Address)			
Funding Amount for this case management agency		\$ _____	
Number of clients to be served by agency		# _____	
Number of case managers in FTEs		# _____	
Number of supervisors in FTEs		# _____	
Additional narrative (if necessary):			
Medical Case Management Provider:			
(Name and Address)			
Funding Amount for this case management agency		\$ _____	
Number of clients to be served by agency		# _____	
Number of case managers in FTEs		# _____	
Number of supervisors in FTEs		# _____	
Additional narrative (if necessary):			
Salaries: (Copy & paste rows as needed. For each position include:)			Amount charged to contract
			Total Salary
(1-1)	Position Title:		
(1-2)	Job Responsibilities as related to the funded work:		
(1-3)	New or existing position:		
(1-4)	Justification for the position:		
(1-5)	Total annual salary:		

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(1-6)	Other funding sources if position is partially funded :			
	PART A:	%	\$	
	PART B:	%	\$	
	Emerging Comm.	%	\$	
	General Rev:	%	\$	
	HOPWA:	%	\$	
	Other:	%	\$	
	Totals 100%	0%	\$0.00	
(2-1)	Position Title:			
(2-2)	Job Responsibilities as related to the funded work:			
(2-3)	New or existing position:			
(2-4)	Justification for the position:			
(2-5)	Total annual salary:			
(2-6)	Other funding sources if position is partially funded :			
	PART A:	%	\$	
	PART B:	%	\$	
	Emerging Comm.	%	\$	
	General Rev:	%	\$	
	HOPWA:	%	\$	
	Other:	%	\$	
	Totals 100%	0%	\$0.00	
***COPY AND PASTE ADDITIONAL POSITIONS ON THIS LINE				
TOTAL SALARY			\$0	\$0
Fringe Benefits				
	FICA:			
	Life/Disability:			
	Retirement:			
	Other:			
TOTAL FRINGE			\$0	\$0
Travel				
Other (Specify)				
DIRECT CARE SUBTOTAL			\$0.00	
ADMINISTRATION			#REF!	
SUBTOTAL				
DIRECT CARE SUBTOTAL			\$0.00	
TOTAL CONTRACT AMOUNT			#REF!	

**ATTACHMENT IV
REQUIRED CERTIFICATIONS**

ACCEPTANCE OF TERMS AND CONDITIONS

I hereby certify that should my company be awarded this contract, it will comply with all the terms and conditions specified in the RFA and contained in the Standard Contract/Purchase Order attached. (Attachment XI, Attachment VI).

Signature of Authorized Official

Date

STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (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 proposal or offer. This proposal or offer 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 Applicant or Offer or to the provisions of this proposal or offer.

Signature of Authorized Official

Date

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

**ATTACHMENT V
HIPAA BUSINESS ASSOCIATE AGREEMENT**

The Florida Department of Health and its _____ (CMS or CHD), hereinafter Covered Entity, and _____, hereinafter Business Associate agree to the following terms and conditions in addition to an existing agreement to perform services that require the exchange of protected health information.

Definitions

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement shall mean _____.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR Part 160.103, and in reference to the party to this agreement, shall mean _____.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

The Business Associate agrees to:

(a) Not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

(b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

(c) Report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. The Business Associate agrees to handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the covered entity.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) 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) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of the covered entity's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy Rule), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the _____ Agreement.

(b) Business associate may use or disclose protected health information as required by law.

- (c) Business associate agrees to make uses, disclosures, and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 (Privacy Rule) if done by covered entity.

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.

Indemnification

Business Associate shall indemnify, defend and hold harmless Covered Entity and its employees and agents from and against any claims, causes of action, liability, damages, costs, fines, penalties, and expenses arising out of or in connection with any illegal, wrongful, non-permitted, or breaching use or disclosure of Protected Health Information or other breach of this agreement by Business Associate, any subcontractor, agent, person or entity under its control.

Term and Termination

- (a) Term. 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 Business Associate no longer possesses Protected Health Information from Covered Entity or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.
- (c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate shall return to the covered entity or destroyed as directed by the covered entity all protected health information received from the covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate maintains in any form. Business associate shall retain no copies of protected health information.
- (d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Name: _____ Date _____
Office: _____
Business Associate Name: _____

Name: _____ Date _____
Office: _____
Covered Entity Name: _____

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ATTACHMENT VI

CFDA No.
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.

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- 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.

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.

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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

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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 reprocurement 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.

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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 any way 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.

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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 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:

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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: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

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ATTACHMENT VII
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS / SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
7. The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.
- (3) By initialing, Contract Manager confirms that prospective provider has not been listed in the [System for Award Management \(SAM\)](#) database _____ Verification Date _____

Signature

Date

Name _____
08/12

Title _____

ATTACHMENT VIII

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

signature

date

name of authorized individual

Application or Contract Number

name of organization

address of organization

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ATTACHMENT IX

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

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PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

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- A. The Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

- A. The Department of Health as follows:

: SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

- B. The Auditor General's Office at the following address:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

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Contract #: _____

EXHIBIT 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1 _____ CFDA# _____ Title _____ \$ _____

Federal Program 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$ _____

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ _____

State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$ _____

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Financial assistance not subject to Sec. 215.97, F.S. or OMB A-133: \$ _____

Financial assistance not subject to Sec. 215.97, F.S. or OMB A-133: \$ _____

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Program: _____ CFDA# _____ Title _____ \$ _____

*Matching Resources, MOE, and Financial Assistance not subject to Sec. 215.97, F.S. or OMB A-133 amounts should not be included by the provider when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to Sec. 215.97, F.S. or OMB A-133 is not considered State/Federal Assistance.

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EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 69I-5.006, FAC, provider has been determined to be:

- ____ Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
____ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.
____ Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements**
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

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STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

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EXHIBIT 3

**INSTRUCTIONS FOR ELECTRONIC SUBMISSION
OF SINGLE AUDIT REPORTS**

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to the Provider and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2009-10 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 4186.

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Single Audit Data Collection Form

GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

		--					
--	--	----	--	--	--	--	--

b. Are multiple EINs covered in this report Yes No
 c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #							
		--					
		--					
		--					
		--					

Name of Entity

4. AUDITEE INFORMATION

a. Auditee name:	
b. Auditee address (number and street)	
City	
State	Zip Code
c. Auditee contact Name:	
Title:	
d. Auditee contact telephone	
() -	
e. Auditee contact FAX	
() -	
f. Auditee contact E-mail	

5. PRIMARY AUDITOR INFORMATION

a. Primary auditor name:	
b. Primary auditor address (number and street)	
City	
State	Zip Code
c. Primary auditor contact Name:	
Title:	
d. Primary auditor contact telephone	
() -	
e. Primary auditor E-mail	
() -	
f. Audit Firm License Number	

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of OMB Circular A-133 and/or Section 215.97, Fla. Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date ____/____/____

Date Audit Received From Auditor: ____/____/____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

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ATTACHMENT X

DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ **TO:** _____

SUBCONTRACTOR'S/VENDORNAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: MAUREEN LIVINGS,
MBE COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD
CYPRESS WAY, STE. 310, TALLAHASSEE, FL. 32399-1734

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1. DESIGNATIONS:

MINORITY PERSON as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

- (A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.
- (B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
- (C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- (D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
- (E) **AN AMERICAN WOMAN**.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by [Section 288.703](#) FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by [Section 295.187](#), FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by [Section 295.187](#), FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than \$3,000,000 and an average net income, after federal income taxes, of not more than \$2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

II. INSTRUCTIONS TO PRIME CONTRACTORS:

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
- E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER
- F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER

ATTACHMENT XI
PURCHASE ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace (MFMP) purchase order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof..
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated there under (45 CFR Parts 160, 162,and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this purchase order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this purchase order, as well as for any determination arising out of or related to this purchase order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This purchase order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this purchase order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The department, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the department's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.

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10. 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.

11. **TERMINATION:** This purchase order agreement may be terminated by either party upon no less than thirty (30) calendar days’ notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this purchase order agreement become unavailable, the department may terminate the agreement 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 of funds. Unless the provider’s breach is waived by the department in writing, the department may, by written notice to the provider, terminate this purchase order agreement upon no less than twenty-four (24) hours’ notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. 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 constructed to be a modification of the terms of this agreement. The provisions herein do not limit the department’s right to remedies at law or to damages.

12. The terms of this purchase order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this purchase order shall govern.

13. In accordance with Executive Order 11-116, “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.”

ATTACHMENT XII

STATE OF FLORIDA
DEPARTMENT OF HEALTH

CIVIL RIGHTS COMPLIANCE CHECKLIST

For the Fiscal Year July 1 2014 to June 30, 2015



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Facility / Program	County	
Address	Completed By	
City, State, Zip Code	Date	Telephone
Briefly describe the geographic area served by the program/facility and the type of services provided:		

Minimum Requirements	Complies?			COMMENTS If, No or N/A, Explain briefly	Local - County procedures or policy refs
	Yes	No	N/A		
Requirement: DOH Policy – Designation of Compliance Officer. Programs and facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI); HHS Assurances; as well as Section 504 of the Rehabilitation Act of 1972 (Section 504), the ADA of 1990 (ADA), and the Age Discrimination Act of 1975.					
1. Has your organization assigned the local responsibility for insuring compliance with the HHS Assurances for Title VI of the Civil Rights Act of 1964 (Title VI) , as amended, under the contract between the Florida Department of Health and the U.S. Department of Health and Human Services to someone in your organization?	Y	N			
1a. Who is designated as the local Title VI Coordinator?					
1b. What is this person's position title?					
2. Have all contracted service providers with 15 or more employee designated a Title VI Coordinator?	Y	N			
- a Section 504 coordinator:	Y	N			
- a contact person for ADA and Limited English Proficiency (LEP) requests	Y	N			
3. Has your organization appointed an employee with compliance monitoring responsibilities for Section 504, ADA, and the Age Discrimination Act of 1975? If not the same as the Title VI coordinator (#1 above), provide the name, position title and contact information.	Y	N			
Requirement: DOH Policy – Equal Access and Participation (Participation). Programs and facilities will maintain and record statistics which will document equal access and participation in compliance with Title VI, including participant demographics and program qualification requirements, including numbers applying for services, enrollment, and number not enrolled.					

Requirement – Equal Access and Participation: Reporting Community Outreach and Advocacy					
4. Does your organization document the dissemination of information to the community (including clients,	Y	N			

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potential clients and advocacy groups) about HHS's Title VI programs and your organization's commitment to compliance with civil rights and non-discrimination?					
4.a – Does your organization regularly meet or communicate with community organizations and advocacy groups?	Y	N			
4.b – What community organizations and advocacy groups do you communicate regularly with, and how? (List on a separate sheet)	Y	N			

Requirement – Equal Access and Participation: Reporting Compliance

5. Does your organization record and maintain statistics which will document equal access and participation in compliance with Title VI ?	Y	N			
5.a – Do your records identify participants and applicants in each program at each center or location, and if so, do you record race, color, national origin, age, gender and disability status?	Y	N			
5.b – Are the participation rates reported to the EO Section – and how often?	Y	N			
5.c – Do you report the number and enrollment rates of applicants and the number of participants who complete each program?	Y	N			
5.d – Do you offer and collect participant satisfaction surveys for each program?	Y	N			
5.e – Who has physical custody of the records on applicants and participants, and surveys?	Y	N			

Requirement - Equal Access and Participation: Limited English Proficiency and Auxiliary Aids Plan

6. Does your organization annually review the Department's LEP and Auxiliary Aids Plan (LEP/AA) and incorporate any changes in the local LEP/AA Plan provisions?	Y	N			
6.a Who is designated as the LEP/AA Plan contact and coordinator?	(Name, Title and Phone number)				
6.b Does the above individual annually review and update the local resources and referrals for your organization?	Y	N			

Requirement - Equal Access and Participation: Communications

6.c Does your organization provide an updated list of local resources and referrals to staff and/or training , to provide information on how to access the list of resources? If so,	Y	N			
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does it include the following:					
6.c.1. Description of auxiliary aids available for use in each phase of the service delivery process	Y	N			
6.c.3. Does the organization have a requirement for training for direct services field staff, institutional staff and other staff who deal with the public? If so, does it include the following:	Y	N			
6.c.3a. Procedures to be used by direct service staff in requesting appropriate auxiliary aids	Y	N			
6.c.3b. Florida Relay Service (FRS) phone number (711) publicized for communications	Y	N			
6.c.3c. Full range of communication options, at no cost	Y	N			
6.c.3d. A list of formal arrangements with interpreters who can accurately and fluently express and receive in sign language? The names, addresses, phone numbers and hours of availability of interpreters must be readily available to direct services employees.	Y	N			
6.c.3e. – Accessibility to supplemental hearing devices as needed.	Y	N			
6.c.3f. - Use of written communication in lieu of verbal communications.	Y	N			
6.c.3g. – Use of Flash cards to communicate.	Y	N			
6.c.3h. At least one telecommunications device, or an arrangement to share a TDD line with other facilities.	Y	N			
6.c.4. Information that use of family members may be used only if they are specifically requested by a hearing impaired person.	Y	N			

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7. Does the organization have a written Monitoring Procedure which includes:				
- Description of how client needs are assessed.	Y	N		
- Approval responsibility for request for and obtaining the requested auxiliary aid or interpreter	Y	N		
- Standard time for DOH to provide service(s)	Y	N		
- FRS phone number (711) publicized	Y	N		
- Name of CHD/CMS Director or Administrator is provided and displayed	Y	N		
- Name and contact information for local EO Coordinator, ADA Coordinator and to request LEP/AA Plan services displayed in each location	Y	N		
- Name and contact information for the DOH EO Manager is provided and displayed	Y	N		
- A procedure (including Poster) for notifying clients and applicants of the availability of auxiliary aids and procedures for requesting an auxiliary aid	Y	N		
7a - List of Locations where DOH Posters have been posted; and when the last On-site was done to ascertain Posters are visible and current?	Y	N		
7b - Training and Meeting Notices contain required contact information to request services	Y	N		

Requirement: DOH Policy - Notice of Title VI Rights and Complaint Procedures – Programs/facilities must make available to their participants, beneficiaries or any other interested parties information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services (HHS). The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in public areas of the facility.

8. Does your organization inform participants, beneficiaries or other interested parties of their right to file a complaint of discrimination with either the DOH or the U S Department of Health and Human Services (HHS)?	Y	N		
8a – How do you inform and instruct your employees and provider personnel of the commitment to compliance with federal regulations regarding nondiscrimination?	Y	N		
8b – Do you have an established procedure for reporting internal grievance or complaints for possible discrimination or civil rights violations?	Y	N		

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8c – Have your local procedures been reviewed and approved by the DOH EO Section?	Y	N			
8d – Has your organization provided all participants or applicants for services with contact information for the state Equal Opportunity office (EO Section) in Tallahassee?	Y	N			
8e – Have your employees or applicants for employment been provided with contact information for the Department Equal Opportunity office (EO Section) in Tallahassee and informed of their right to file a discrimination complaint ?	Y	N			
8f – Is there a written record made of information regarding a person’s request to file a complaint and who provided it?	Y	N			
8g. Does your organization ensure the EO Section is informed of any report by a client or employee of possible or alleged violation of discrimination laws within recommended time frames?	Y	N			

Requirement: DOH Policy - Reporting Requirements: Self-Evaluation (Physical Accessibility). Programs and facilities must conduct a self-evaluation to identify any accessibility barriers, using the four step process that includes (1) evaluate current practices and policies to identify any that do not complaint with Section 504 or the ADA; modify policies and practices that do not meet requirements; take remedial steps to eliminate any discrimination that has been identified; and maintain the self-evaluation on file. Assure the program/facility is physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate width to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for accessibility for mobility-impaired individuals.

9. Has your organization, and each program, conducted and submitted a self-evaluation in the past three to five years? (Forms: Program Self-Evaluation, Communication Access, and an ADA Facility Accessibility Checklist(s))	Y	N			
9a –Has a copy of each completed self-evaluation been provided to the compliance officer and the DOH EO Section?	Y	N			
9b – Has there been any new construction or renovation work done on the facility in which the programs are provided since the last self-evaluation?	Y	N			
9c – Was a self-evaluation completed following completion of the work or provided by the contractor	Y	N			
9d – Has your organization identified any areas in which compliance should or could be improved?	Y	N			
9e – What has the organization done to address previous compliance issues or to improve compliance in the previous year?	Y	N			

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Requirement: DOH Policy - Reporting Requirements: Training.					
10. Has the local compliance officer or designee completed DOH's EO training in the last 3 years?	Y	N			
10a. Have all employees completed DOH's orientation to EO rights: in New Hire training, or in the last 3 years, or when new policies or procedures have been promulgated?	Y	N			

Requirement: DOH Policy - Reporting Requirements: Staff Recruitment and Selection					
11. Are recruitment and selection files maintained for not less than two years after the selection is processed?	Y	N			
12. Do recruitment announcements include the "Equal Employment Opportunity" nondiscrimination statement (tagline) in all job vacancy announcements?	Y	N			
13. Is there any written guidance regarding advertising position vacancies in local newspapers? In minority newspapers?	Y	N			
14. Are other methods used to publicize job vacancies? If so, describe.	Y	N			