Department of Health

REQUEST FOR APPLICATIONS

DOH RFA #15-004
HIV/AIDS Patient Care Services

Applicant Name: _____

Area(s) to be Served: _____

Annual Amount Requested: _____

Name of Contact Person: _____

Applicant Mailing Address: _____

City, State, Zip: _____

Telephone Number(s): _____ Fax Number _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

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

Authorized Signature (Manual):_____

Authorized Signature (Typed or Printed) and Title: _____

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

This RFA is not a competitive solicitation subject to the notice or challenge provisions of section 120.57 (3) Florida Statutes.

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TIMELINE

Prospective applicants shall adhere to the RFA timelines as identified below.

Schedule	Due Date	Location
Request for Applications Released	**September 17, 2015**	Posted electronically via: Vendor Bid System: http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Submission of Written Questions	**October 5, 2015**	All questions must be submitted electronically to susan.barrows@flhealth.gov
Responses to Questions Posted	**October 9, 2015**	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html
Application Due (No Faxed or E-mailed copies of application accepted)	**October 27, 2015** **Prior to 12:00 Noon, Eastern Time**	Submit to: Susan Barrows Florida Department of Health HIV/AIDS Section Patient Care Program 4025 Esplanade Way, Room 320.06 Tallahassee, Florida 32399-1715
Anticipated Evaluation of Applications	**November 5, 2015**	Review and Evaluation of Proposals Begins
Anticipated Award Date	**November 10, 2015**	Posted electronically via: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/grant-funding-opportunities/index.html
Anticipated Contract Start Date	**April 1, 2016 (Ryan White Part B Consortia)** **July 1, 2016 (Ryan White PCN-GR)**	Selected applicants begin implementing project initiative activities

Definitions

1) **Acquired Immunodeficiency Syndrome (AIDS):** A disease caused by the human immunodeficiency virus.

2) **Administrative Cost:** In accordance with the *HRSA Ryan White Part B Manual*, usual and recognized overhead activities, including established indirect rates. This cost also includes management oversight of specific programs funded under Ryan White HIV/AIDS Program Part B, and program support such as quality assurance, quality control, and related activities. For this RFA, administrative costs must be no more than 7.5 percent of the amount awarded. The 7.5 percent administrative cap is inclusive of any subcontracted administrative cost. All administrative costs must comply with the requirements outlined in 45 C.F.R. Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

3) **Allowable Services:** Specific services to be provided that include comprehensive core medical and support services for individuals with HIV disease as described in the attached Budget Summary.

4) **Applicant:** Entity submitting an application for funding.

5) **Community-based organization (CBO):** An organization that provides services to locally defined populations, which may or may not include populations infected with or affected by HIV disease.

6) **Department:** The Florida Department of Health.

7) **Health Resources and Services Administration (HRSA):** The agency of the U.S. Department of Health and Human Services (HHS) that administers various primary care programs for the medically underserved, including the Ryan White HIV/AIDS Program.

8) **Clinical Quality Management (CQM) Cost:** Expenses for activities that include; capacity building, management of a local Clinical Quality Management Program, data management (performance measure data collection, aggregation, analysis, and reporting), CQM site visits (patient chart audits, meeting with patients), estimated patient experience (surveys, focus groups, patient interviews), training (clinical care and quality-related). For this RFA, CQM costs must be no more than five percent of the amount awarded. The five percent CQM cap is inclusive of any subcontracted clinical quality management cost.

9) **Continuum of HIV Care:** A model that outlines the sequential steps or stages of HIV medical care that people living with HIV go through from initial diagnosis to achieving the goal of viral suppression (a very low level of HIV in the body), and shows the proportion of individuals living with HIV who are engaged at each stage. The Continuum of HIV Care is sometimes also referred to as the HIV Treatment Cascade or Care Continuum.

10) **Human Immunodeficiency Virus (HIV):** The virus that causes AIDS.

11) **National HIV/AIDS Strategy (NHAS):** National strategy released in July 2010, by the Office of National AIDS Policy, with four main goals for HIV/AIDS in the United States: to reduce new HIV infections; to increase access to care and improve health outcomes for people living with HIV; to reduce HIV-related disparities; and to achieve a more coordinated response.

12) **Patient Care Network-General Revenue (PCN):** Funding allocated by the state legislature and distributed through the Department's HIV/AIDS Section.

13) **People Living with HIV/AIDS (PLWHA):** Anyone infected with HIV/AIDS, including infants and children.

14) **Planning and Evaluation Cost:** Cost for activities related to planning for use of Part B funds and evaluating the effectiveness of those funds in delivering needed services. This includes the following; capacity building to increase the availability of services, technical assistance to contractors, program evaluation, assessment of service delivery patterns, assessment of need, obtaining community input, and drug utilization reviews. For this RFA, planning and evaluation costs must be no more than 2.5 percent of the amount awarded. The 2.5 percent planning and evaluation cap is inclusive of any subcontracted planning and evaluation cost.

15) **Provider**: An entity awarded a contract pursuant to the terms of this RFA.

16) **RFA:** This Request For Applications # 15-004 for patient care services.

17) **Unmet Need:** Unmet Need is defined by HRSA as the number of individuals for which there is no evidence of any of the following three components of HIV primary medical care during a specified 12 month time frame: viral load (VL) testing, CD4 count, or provision of anti-retroviral therapy. Unmet Need is further defined as the need for HIV related health services for individuals with HIV, who are aware of their HIV status, but who are not receiving HIV primary health care.

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under Grant X07HA00057 and The Ryan White Care Act Title II for $117,881,760. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS, or the U.S. Government.

Section 1.0 INTRODUCTION

1.1 Program Authority

Section 381.003, Florida Statutes, gives the Department authority to fund contracts under this RFA.

1.2 Notice and Disclaimer

The HIV/AIDS Patient Care Program (the “program”) is governed by Section 381.003, Florida Statutes, and Florida Administrative Code Chapter 64D-4. Awards under this program are not purchases of services or commodities governed by Chapter 287, Florida Statutes. By this publication, the Department gives notice of the expected availability of funds and its application process. Contract awards, if any, will be determined by the Department in accordance with the program, as described in this RFA.

Contract awards will be determined by the Department at its sole discretion based on the availability of funds and the quality of the applications. The Department reserves the right to award one or multiple contracts, or to not award any contracts, if it deems it in the best interest of the state of Florida and the Department. The Department reserves the right to negotiate budgetary changes with applicants prior to the award of a contract. Applicants may decline the modified contract award or may request a commensurate modification in the scope of the project.

NOTE: The receipt of applications in response to this publication does not imply, or guarantee, that any one or all qualified applicants will result in a contract with the Department.

1.3 Program Purpose

The purpose of this RFA is to provide HIV/AIDS Patient Care Services with Ryan White Part B Consortia funding (Ryan White Consortia) and PCN in the state of Florida. This RFA will meet the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (the "Act') and any subsequent reauthorizations of the Act. This RFA will cover the provision of services in designated areas of the state of Florida, and will include administrative oversight of all service delivery within each designated geographic area (See section 2.2).

1.4 Available Funding

A range from $18,552,668 - $22,675,486, is available in Ryan White Consortia over the three-year contract cycle for this RFA. An estimated $1,847,985 is available in PCN funding over a three year contract cycle. The number of contract awards will depend upon the amount of funds available, as well as, the number, and quality, of applications received. The Department reserves the right to increase or reduce funding amounts for contract(s) resulting from this RFA. The Ryan White Consortia funds provided under this RFA are federal funds, and the PCN funds are state funds.

1.5 Matching Funds

There is no match requirement.

1.6 Contract Term

The initial term for contracts resulting from this RFA will be for a period of three years beginning from the date of execution of the contract. It is anticipated that the contracts will begin on April 1, 2016, and end March 31, 2019, for Ryan White Consortia, and begin on July 1, 2016, and end on June 30, 2019 for PCN. Contracts awarded under this RFA may be renewed once up to three years contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial contract, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

Section 2.0 PROGRAM OVERVIEW

2.1 Background

The Department's mission is to protect, promote, and improve the health of all people in Florida through integrated state, county, and community efforts.

As cited in, Florida Administrative Code Rule 64D-4.001, the goal of the Department is to provide primary health care, and support services, to low-income persons living with HIV disease, based on availability, accessibility, and funding of the program in the state of Florida. This is made possible through:

- Proper fiscal management
- Proper eligibility determination
- Proper service access
- Proper documentation
- Utilization of the State CAREWare database
- Prompt linkage to care post diagnosis or referral
- Proper medical treatment
- Proper laboratory monitoring
- Proper medication adherence

2.2 Geographic Areas

The table below designates the geographic areas eligible for funding and the approximate number of unduplicated clients served for the period of April 1, 2014 through March 31, 2015. These same geographic areas apply to this RFA. The number of clients served may vary. Applicants must submit only one application per geographic area.

Ryan White Consortia

TABLE 1

Geographic Areas	Approximate number of clients currently served
Área 1: Escambia, Santa Rosa, Okaloosa, Walton	656
Area 2A: Holmes, Jackson, Washington, Bay, Calhoun, Gulf	319
Area 2B: Liberty, Franklin, Gadsden, Leon, Wakulla, Jefferson, Taylor, Madison	903
Area 3/13: Hamilton, Suwannee, Columbia, Lafayette, Dixie, Levy, Gilchrist, Union, Bradford, Alachua, Putnam, Marion, Citrus, Sumter, Lake	1,508
Area 7: Orange, Osceola, Seminole, Brevard	2,677

PCN

TABLE 2

Geographic Areas	Approximate number of clients currently served
Area 7: Orange, Osceola, Seminole, Brevard	992

2.3 Program Requirements

Applicant will provide patient care and support services to eligible HIV/AIDS-infected individuals. Applicant must adhere to the requirements of Florida Administrative Code Chapter 64D-4, on patient eligibility. Applicant's proposed method of providing patient care is expected to improve the quality, availability, and to facilitate coordination of HIV/AIDS services within the designated area. This will improve the overall health of individuals living with HIV/AIDS. Applicants will operate in accordance with the most recent version of the following guidelines and manuals, as they are updated and amended throughout the term of the contract:

- The most current Florida Ryan White Part B/General Revenue Patient Care Network Programs Administrative Guidelines (http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/_documents/patient-care-administrative-guidelines-rev06-17-14.pdf)
- The most current Florida HIV/AIDS Patient Care Eligibility Procedures Manual (http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/eligibility-information1.html)
- The most current Florida HIV/AIDS Case Management Operating Guidelines (http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/case-management-info.html)

- The most current Ryan White HIV/AIDS Program Services Report Instruction Manual (https://careacttarget.org/library/ryan-white-hivaids-program-services-report-rsr-instruction-manual)
- The most current HRSA Monograph, Using Data to Measure Public Health Performance Guide (http://hab.hrsa.gov/manageyourgrant/files/datatomeasure2010.pdf)
- Administration of needs assessments as required, including review of the most current needs assessment data (http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/index.html)
- The most current Ryan White HIV/AIDS Program Part B Manual published by the HIV/AIDS Bureau, HRSA, DHHS (http://hab.hrsa.gov/manageyourgrant/files/habpartbmanual2013.pdf)
- The most current HRSA Policy Notices and Program Letters (http://hab.hrsa.gov/manageyourgrant/policiesletters.html)
- Administration of a local Ryan White Part B comprehensive plan as required, including a review of the most current Statewide Coordinated Statement of Need and Comprehensive Plan (http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/_documents/Floridas-2012-15-SCSN-Comprehensive-Plan.pdf)
- The National HIV/AIDS Strategy (NHAS) and The National HIV/AIDS Strategy Implementation Plan (https://www.whitehouse.gov/sites/default/files/uploads/NHAS.pdf and https://www.whitehouse.gov/files/documents/nhas-implementation.pdf)
- 2 C.F.R. Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (http://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200-appII.pdf)
- 45 C.F.R. 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (http://www.eC.F.R..gov/cgi-bin/text-idx?node=pt45.1.75)
- Ryan White and Affordable Care Act Outreach, Enrollment and Benefits Counseling (http://hab.hrsa.gov/affordablecareact/outreachenrollment.html)
- HRSA/HAB Glossary of Terms (http://hab.hrsa.gov/abouthab/glossaryterms.html)
- HRSA Policy Clarification Notice (PCN) #15-01, Treatment of Costs under the 10% Administrative Cap for Ryan White HIV/AIDS Program Parts A, B, C, and D (http://hab.hrsa.gov/affordablecareact/pcn1501.pdf)

2.4 Applicant's Results

Applicants must address how they will improve the Continuum of HIV Care in their area if funding is provided. Applicants must identify how the anticipated project results are consistent with the four goals of the NHAS, overall program purpose, and program expectations.

2.5 Current and Prior Funded Projects

Applicants must describe how their achievements from current or prior funded projects demonstrate their ability to carry out the program expectations outlined in this RFA.

Section 3.0 TERMS AND CONDITIONS OF SUPPORT

3.1 Eligible Applicants

Public and nonprofit entities are eligible applicants for this RFA. A for-profit entity is eligible only if it is the sole available provider of quality HIV/AIDS care in the area.

3.2 Eligibility Criteria

All entities submitting an application must be registered in the state's MyFloridaMarketPlace. For more information, please visit: http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace. If you need online help, go to www.myFloridaMarketPlace.com. If you need assistance by telephone to register, call (866) 352-3776.

All entities doing business with the State of Florida must have a completed W-9 on file with the Department of Financial Services. Please see the W-9 website to complete: https://flvendor.myfloridacfo.com or call (850) 413-5519.

3.3 Corporate Status

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

3.4 Use of Grant Funds

Funds from this RFA must only be used for administrative, planning and evaluation, clinical quality management, and core medical and support services using Ryan White Consortia and PCN funds. Applicants must not allocate more than 7.5 percent for administrative costs, 5 percent for clinical quality management costs, and 2.5 percent for planning and evaluation costs of the total amount awarded. These caps are inclusive of all subcontracted amounts.

As cited in the HRSA PCN #15-01, the portion of direct facilities expenses, to include only rent and utilities, for entities providing core medical and support services for Ryan White Part B eligible clients (*e.g.,* clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the administrative cost cap, and instead could be counted under the relevant core medical or support service category.

Applicants must comply with the administrative requirements outlined in 45 C.F.R. Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. In accordance with requirements imposed by the Office of Management and Budget, HHS adopted new grant regulations, codified at 45 C.F.R. Part 75, with an effective date of December 26, 2014. This guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and the guidance in Circular A-50 on Single Audit Act follow-up.

3.5 Payment

The Department will pay Provider using a fixed-price and cost-reimbursement method of payment for the delivery of services provided in accordance with the terms and conditions of the resulting contract.

3.6 Staffing Requirements

The applicant must maintain sufficient personnel qualified to successfully execute services and obligations under any contract awarded through this RFA.

Section 4.0 APPLICATON REQUIREMENTS

4.1 Application Forms

Applicants must use the forms included in this RFA. Alternate forms must not be used. Applications for funding must address all sections of the RFA in the order presented and in as much detail as requested. The provision of extraneous information should be avoided. Applications must adhere to the page limits as identified below.

4.2 Instructions for Formatting Application

a) The title page (front page of this RFA) must be completed and used as the cover of the application.
b) Applicants must use the application checklist in Section 4.13 to determine the order that information is presented in the application.
c) Applications, along with all supporting documents, must be submitted in one packet.
d) The original must be signed by an individual authorized to act for the applicant and to assume for the organization the obligations imposed by the terms and conditions of the RFA.
e) All pages must be numbered, singled spaced, and use a one-inch margin.
f) Use Times New Roman (12 point) font, or equivalent.
g) Do not include any spiral or bound material or pamphlets.

Note: Failure to submit all information requested may result in the applicant being considered non-responsive, and therefore not evaluated.

4.3 Title Page - One Page Limit

Applicant must use the first page of this RFA as the title page. Alternate forms must not be used. Applicant is required to complete the following information:

a) Applicant Name (Legal Name of the Organization)
b) Area(s) to be Served
c) Annual Amount Requested
d) Name of Contact Person
e) Applicant Mailing Address (including City, State and Zip code)
f) Telephone Number(s), Fax Number
g) Email Address of Contact Person
h) Applicant Federal Employer Identification Number (FEID)
i) Authorized Signature (person submitting the application on behalf of the applicant)
j) Authorized Name and Title (person submitting the application on behalf of the applicant)

4.4 Table of Contents - Two Page Limit

Each copy of the application must contain a table of contents identifying the major sections as titled in the Application Checklist in 4.12 with corresponding page numbers.

4.5 Project Summary - Two Page Limit

Applicants must provide a succinct summary of the proposed project, in response to this RFA. The project summary must identify the main purpose of the project, the priority population(s) to be served, proposed components to be implemented, types of services offered, the area to be served, expected outcomes, and the total annual amount requested.

4.6 Statement of Need - Three Page Limit

The statement of need must describe the necessity for the proposed project and at a minimum must include all of the following components in narrative form:

a) Description of the HIV/AIDS infections within each geographic area
b) Description of the assessed needs, including care needs and capacity development needs resulting from disparities in the availability of HIV-related services

c) Description of priorities for the allocation of funds based on the size and demographics of the population to be served and identified needs
d) Description of assessed gaps in care
e) Description of assessed barriers to care

4.7 Objectives - Three Page Limit

Applicant will be responsible for providing patient care core medical and support services to PLWHA. If an Applicant intends to subcontract, it must explain how it will hold subcontractor(s) accountable so there is no diminution in services. All services specified in an application must be to improve quality and availability of, and to facilitate collaboration of HIV/AIDS services within the designated area to improve the overall health of PLWHA.

This section must describe the intended purpose and the expected project results related to program expectations. The objectives must correspond to the assessed needs, priorities, gaps in services, and barriers to care described in the preceding section, as well as the four primary goals of the NHAS. The objectives must consider an integrated service network that guides and tracks clients through a comprehensive array of clinical, mental health and social services in order to maximize access and outcomes.

While objectives utilize the language of outcomes, the objectives discussed in the application must express the expected outcomes in specific terms. The objectives must also establish a foundation for project assessment, which will be described in a subsequent section related to the applicant's evaluation plan.

4.8 Program Plan - Five Page Limit

This section must describe applicant's plan to achieve the objectives identified in the preceding section, through a narrative that describes how the activities outlined in the Budget Narrative will achieve the following:

a) Address the four primary goals of the 2010 National HIV/AIDS Strategy:
   1) Reducing new HIV infections
   2) Increasing access to care and improving health outcomes for people living with HIV/AIDS
   3) Reducing HIV-related disparities and health inequities
   4) Achieving a more coordinated response to the HIV epidemic
b) Address Unmet Need and reduce the number of persons out of care.
c) Address individuals who are unaware of their HIV status with regard to identifying them, making them aware of their status, referring them to care, and linking them to care.
d) Ensure geographic parity in access to HIV/AIDS services throughout the geographic area.
e) Address the needs of emerging populations.

This section must describe how applicant will use the Continuum of HIV Care to improve the quality of the HIV service delivery system, including strategic long-range planning utilizing surveillance and program data to assess and improve health outcomes. Applicants must incorporate the following components of the Continuum of HIV Care in their response:

a) HIV testing and subsequent diagnosis
b) Linkage to HIV medical care
c) Continuous engagement in HIV medical care (retention)
d) Initiation of antiretroviral therapy
e) Suppressed viral load (<200 copies/mL)

4.9 Evaluation Plan - Four Page Limit

Applicants must describe how they will evaluate program activities. It is expected that evaluation activities will be implemented at the beginning of the contract in order to capture and document actions contributing to program outcomes. The evaluation plan must be able to produce documented results that demonstrate whether, and how, the strategies and activities funded under the program made a difference in the improvement of health outcomes for PLWHA and increasing access to care. The plan must identify the expected result (*i.e*., a particular impact or outcome) for each major objective and activity, and discuss the potential for replication. In addition, applicants must describe their internal quality management plan, including the process for continued improvement and handling potential challenges.

4.10 Management Plan - Ten Page Limit

This section must describe the applicant's ability to successfully carry out the proposed project and to sustain the program once the contract ends. Applicants must identify in narrative form all of the following information:

a) Information about the applicant, including history, administrative structure, mission, vision, goals and how they relate to the purposes of the proposed program.
b) A description of how the program will be staffed (*e.g*., paid staff or volunteers). Indicate how often employees are evaluated. Identify the number and type of positions needed; how they will be recruited and maintained; whether they will be full-time or part-time; and the qualifications proposed for each position, including type of experience and training required. Describe staff development and training practices, including both internal and external capacity trainings and any other relevant training.
c) The last five years of previous experience providing services to the target population including a brief description of projects similar to the one proposed in response to the RFA. Include the length of time working with the target population and any services that the applicant currently provides to the target population. If applicant has not been in existence for more than five years, then describe relevant experience of key staff providing services to the target population.
d) Applicants' capacity to implement and maintain the proposed project. Include information on project resources, materials, and space. Detail how Applicant is prepared to implement the required services and activities of the proposed project, or applicant's plan to build the capacity to implement and sustain (once project period ends) its proposed project.

4.11 Collaboration - Two Page Limit

This section must be used by the applicant to describe its efforts to partner with other organizations within the local community to deliver the proposed project. Collaboration may also be considered as a means of ensuring program sustainability once funding ends. Applicants must identify in narrative form all of the following information:

a) Applicant's level of involvement with its local community planning partnership and community planning activities in its area. Detail the name of the planning partnership, and any personnel that are members of the partnership. Describe any committees/sub-groups that its personnel serve on, and their activities. Identify planned collaborative efforts with public/private agencies that address issues of PLWHA. Describe the coordination of the collaborative process used to plan and implement the proposed project, including, but not limited to, an explanation of who was involved, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication, or overlap, of services.
b) How members of the target population and the local community will be involved in project implementation, including the following:

1) A description of the methods used to engage communities, PLWHA, and impacted population groups to ensure that HIV activities are responsive to the needs in that service area.
2) A description of engagement of impacted communities in the planning process to provide critical insight into developing solutions to health problems to assure the availability of necessary resources.

4.12 Appendices

Submit all of the following appendices to the application (appendix documents are not included in the page limit):

A1. Budget Summary (Excel format available upon request.)
- a) Use the format found in the RFA to provide a line-item budget.
- b) All costs contained in the budget summary must be directly related to the services and activities proposed to be provided and identified in the application, as well as allowable and reasonable.
- c) The proposed budget summary provides a breakdown of all requested cost items that will be incurred by the proposed project as they relate to the program plan.

A2. Budget Narrative (Excel format available upon request.)
- a) Use the format found in the RFA to provide justification and details for all cost items contained in the budget summary.
- b) Include only expenses directly related to the project and necessary for program implementation.
- c) Describe the administrative and fiscal infrastructure that will enable applicant to track and expend funds in accordance with generally accepted accounting practices.

B1. Documentation of existing agreements with at least two HIV/AIDS service providers where clients may be linked to care.
B2. Letter(s) of agreement from integrated partner services, if applicable.
C1. Organizational Chart that depicts the organizational structure of the project and outlines the professional roles of the staff and reporting relationships.
C2. Copy of current Certificate of Incorporation.
C3. Copies of key personnel's resumes, email addresses, and telephone numbers.
C4. Current roster of the board of directors, including name, address, and telephone numbers.
C5. Letter from the local community planning partnership chair confirming membership of applicant and identity of applicant's personnel identified as members of the planning partnership.
D1. Letters of agreement, or commitment, from partners, key stakeholders, and other local organizations where program activities will be implemented.
D2. Agreements or letters of support with other collaborative partners, identifying their role and contribution to the project.

4.13 Order of Application Package

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

REQUEST FOR APPLICATIONS CHECKLIST This checklist is to be used by applicants to help ensure that all parts of the application are included.	
CHECKLIST ITEMS	PAGE LIMIT
1. Title Page	One Page
2. Table of Contents	Two Pages
3. Project Summary	Two Pages
4. Statement of Need	Three Pages

5. Objectives	Three Pages
6. Program Plan	Five Pages
7. Evaluation Plan	Four Pages
8. Management Plan	Ten Pages
9. Collaboration	Two Pages
Appendix A	Budget Allocation A.1. Budget Summary - as specified. A. 2. Budget Narrative - as specified.
Appendix B	Agreements B.1. Documentation of existing agreements with at least two HIV/AIDS service providers where clients may be linked to care. B.2. Letter(s) of agreement from integrated partner services, if applicable.
Appendix C	Organizational Capacity Documentation C.1. Organizational chart. C.2. Certificate of Incorporation. C.3. Copies of key personnel's resumes, email addresses and telephone numbers. C.4. Current roster of the board of directors, including name, address and telephone numbers. C.5. A letter from the local community planning partnership chair confirming membership of agency personnel identified as members of the planning partnership.
Appendix D	Collaboration Documentation D.1. Letters of agreement or commitment - as specified D.2. Agreements, or letters of support, with other collaborative partners – as specified.

Section 5.0 SUBMISSION OF APPLICATION

Applications must be submitted in the manner described in this section.

5.1 Application Deadline

Applications must be received no later than 12:00 Noon, Eastern Time, on October 27, 2015.

5.2 Submission Methods

a) Applicants are required to complete, sign, and return the "Title Page" with the application.
b) Applications must be sent by U.S. Mail, courier, or hand-delivered to the location identified in Section 5.5.
c) Applications submitted electronically will NOT be considered for this solicitation.
d) The Department is not responsible for improperly marked applications.
e) The Department's clock will provide the official time for application receipt.
f) One original and five copies of each application clearly marked on the outside with the application number and the name of the applicant must be submitted in a sealed box or envelope.
g) It is the responsibility of the applicant to ensure the application is submitted to the correct office and prior to the deadline identified in the Timeline.
h) Applications received after the deadline are not eligible for review or consideration.

i) Materials submitted will become the property of the state of Florida and accordingly, the state reserves the right to use any concepts or ideas contained in the application.

5.3 Late Applications

Applications that are not received by the time specified will not be considered.

5.4 Where to Send Your Application

For U.S Mail:
Florida Department of Health
HIV/AIDS Section
Attention: Susan Barrows, Community Programs Supervisor
4052 Bald Cypress Way, Bin A09
Tallahassee, FL 32399-1715

For Overnight Shipping ONLY (Physical Address):
Florida Department of Health
HIV/AIDS Section
Attention: Susan Barrows, Community Programs Supervisor
4025 Esplanade Way, HIV/AIDS, Third Floor
Tallahassee, FL 32399-1749

5.5 Inquiries/Written Questions

Questions related to this RFA must be received in writing by the contact person identified in the Timeline and by the indicated date and time. No questions will be accepted after the date and time reflected in the Timeline. Any questions as to the requirements of this RFA, or any apparent omissions or discrepancy, must be presented to the Department in writing via e-mail. Applicants are encouraged to write "RFA Question" in the subject line of email communications. The Department will determine the appropriate action necessary, if any, and may issue a written amendment to the RFA. Answers will be posted as noted in the Timeline. No telephone calls will be accepted.

Section 6.0 EVALUATIONS OF APPLICATIONS

6.1 Initial Review of Applications

Applications that are not complete, or that do not conform to, or address the criteria of the RFA will be considered non-responsive. Complete applications are those that include the required items as listed in the application checklist in Section 4.12 of this application.

6.2 How Applications are Scored

The quality of each response to an evaluated area listed below will be considered when determining a value. Applicants can earn up to a total of 100 points with zero being the lowest possible total. Awarded points will be the average score of each evaluator's score truncated to a whole number. Applications scored on the following as indicated below.

a) Statement of Need: Applicants will be evaluated on their description of the necessity for the proposed project. **(**Maximum 5 points).
b) Objectives: Applicants will be evaluated on their description of the intended purpose and the expected project results related to program expectations. (Maximum 5 points)
c) Program Plan: Applicants will be evaluated on their approach to administering and providing core medical/support services to eligible clients in the specified area service will be provided. (Maximum 25 points)

d) Evaluation Plan: Applicants will be evaluated on how they evaluate program activities. (Maximum 5 points)
e) Management Plan: Applicants will be evaluated on their ability to successfully carry out the proposed project and to sustain the program once contract funding ends. (Maximum 20 points)
f) Collaboration: Applicants will be evaluated on their efforts to partner with other organizations within the local community to deliver the proposed project. (Maximum 5 points)
g) Budget: The budget summary must be completed using Appendix A1 (Budget Summary). The budget narrative must include a detailed explanation of the budget using Appendix A2 (Budget Narrative). (Maximum 20 points)
h) Administrative, CQM and Planning and Evaluation Cost: Applicants will be evaluated on their ability to perform the activities outlined in their program plan below the administrative, CQM, and Planning and Evaluation cost caps. (Maximum 5 points)
i) Experience: Applicants will be evaluated on how many years' experience they have in administering a HIV/AIDS Patient Care Program similar to the scale and scope of the proposed project. (Maximum 10 points)

6.3 Contract Awards

Contract awards will be determined by the Department at its sole discretion based on the availability of funds. Funding decisions are wholly at the discretion of the Department notwithstanding evaluation point totals. See Section 1.4.

6.4 Posting of Awards

Notice of intent to award will be posted on the State's Vendor Bid System (http://www.myflorida.com/apps/vbs/vbs_www.main_menu).

Section 7.0 REPORTING AND OTHER REQUIREMENTS

7.1 Post Award Requirements

Selected applicants will be required to complete and submit the following:
a) Monthly First Time This Year (FTTY) Reports
b) Monthly Expenditure Reports
c) Ryan White Services Reports
d) Monthly invoices for payment
e) Schedule of Consortia meetings
f) Minutes and sign-in sheets for all Consortia meetings conducted
g) Quarterly Financial Reports
h) Collect and enter data for clients receiving core medical and support services

7.2 Licenses, Permits, and Taxes

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

7.3 Qualifications

Selected applicants will be responsible for the staff affiliated with the RFA, ensuring they have the education, experience and training necessary to successfully carry out duties, including any professional licensure or certification which may be required by law. Persons hired to work

through this grant should be familiar and comfortable with the cultural norms and beliefs of the target population.

7.4 Standard Contract

Applicants must review, and become familiar with, the Department's Standard Contract, which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state law and policy of the Department of Financial Services. Use of the Standard Contract is mandatory for Departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract are non-negotiable.

7.5 Required Certifications

Applicants must sign and return the required certifications form with their response.

7.6 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the Department 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 Respondent who responds to a request for information from being eligible to contract with the Department". The Department 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, Attachment IV

7.7 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If the applicant considers any portion of its application 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 must segregate and clearly mark the document(s) as **"CONFIDENTIAL."**

Simultaneously, the applicant must provide the Department with a **separate redacted electronic copy** of its application 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 or other legal authority for such exemption. This redacted copy must contain the Solicitation name, number, and the name of the applicant on the cover, and must be clearly titled **"REDACTED COPY."**

The Redacted Copy must be provided to the Department at the same time the applicant submits its application and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The applicant will be responsible for defending its determination that the redacted portions of its application are confidential, trade secret or otherwise not subject to disclosure. Further, the applicant must 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 confidential, proprietary, trade secret or otherwise not subject to disclosure. If the applicant fails to submit a redacted copy with its application, all records submitted are public records and the Department will produce all documents, data or records submitted by the applicant in answer to a public records request.

ATTACHMENTS

ATTACHMENT I
REQUIRED CERTIFICATIONS
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 bid, proposal or reply. This bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Bidder, Respondent, or Vendor to the provisions of this bid, proposal or reply.

_____ _____
Signature of Authorized Representative* Date

ATTACHMENT II
RESPONDENT EXPERIENCE FORM

Applicant's Name: _____

Applicants are required to submit with their Application, contact information for two entities for whom it has provided similar services to those requested in this RFA. References should be available for contact during the hours of 9:00AM – 5:00PM, Eastern Time. The Department reserves the right to contact all entities in the course of this solicitation evaluation in order to make a determination. In the event the indicated contact cannot be reached following two attempts, the applicant will receive no points for that reference evaluation. The Department's determination is not subject to review or challenge.

1.) Name of Company/Agency: _____

Contact Person:_____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person:_____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person:_____

Phone Number: _____

Address: _____

Email Address: _____

_____
Signature of Authorized Representative

ATTACHMENT III
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**
_____	_____
address of organization	**name of organization**

ATTACHMENT IV
Sample HIPAA Business Associate

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

Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to these same restrictions and conditions.

(e) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of Health and Human Services (HHS), in a time and manner designated by the Covered Entity or the Secretary of HHS, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(f) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.

(g) Business Associate agrees to provide to Covered Entity as disclosures of protected health information occurs information collected in accordance with Section (f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.

Obligations of Covered Entity

Covered Entity will provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 Code of Federal Regulations, Section 164.520, as well as any changes to such notice.

Permissible Requests by Covered Entity

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

Term and Termination

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

_____	_____
Signing authority, Business Associate	Signing authority, Medical Provider
_____	_____
Date	Date

APPENDICES

ATTACHMENT

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 2 CFR Part §200.500,formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, 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 2 CFR Part §200.500.

1. In the event that the provider expends $750,000 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 2 CFR Part §200.501. 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 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 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 2 CFR Part §200.508 - §200.512.

3. If the provider expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, 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 2 CFR Part §200.510, 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.

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 2 CFR Part §200.512 will 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 Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy 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 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package 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

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 2 CFR Part §200.512, 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 2 CFR Part §500.512 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

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 <u>not subject</u> to Sec. 215.97, F.S. or 2 CFR Part §200.40: $_____

Financial assistance <u>not subject</u> to Sec. 215.97, F.S. or 2 CFR Part §200.40: $_____

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 2 CFR Part §200.306 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 2 CFR Part §200.306 is not considered State/Federal Assistance.

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 2 CFR Part §200.500, 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 2 CFR Part §200.38, 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 2 CFR Part §200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

_____Vendor not subject to 2 CFR Part §200.38 and/or Section 215.97, F.S.
_____ Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or Section 215.97, F.S.
_____Exempt organization not subject to 2 CFR Part §200 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 2 CFR Part §200.330[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 Part §200.416 – Cost Principles*
2 CFR Part §200.201 – Administrative Requirements**
2 CFR Part §200.500 – 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 Part §200.400-.411 – Cost Principles*
2 CFR Part §200.100 – Administrative Requirements
2 CFR Part §200.500 – 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 Part §200.418 – Cost Principles*
2 CFR Part §200.100 – Administrative Requirements
2 CFR Part §200.500 – 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 2 CFR Part §200.400(5) (c).
**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.

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 FCAM/Single Audit Review section by selecting “Single Audit Review” 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. 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.

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. 3046.

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 INFORMATON

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 2 CFR Part §200. 512 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: _____

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 "Provider."

THE PARTIES AGREE:

I. PROVIDER AGREES:

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

B. To the Following Governing Law

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the contract.
2. Federal Law
   a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
   b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by Department of Labor regulations (29 C.F.R. 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 contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., 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, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
   e. If this contract contains federal funding in excess of $100,000, 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. The Department will consider employment of unauthorized aliens a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a. Such violation will be cause for unilateral cancellation of this contract by the Department. Provider must 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 Provider. Provider must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
   g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319 and12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R., chapter 60.
   h. Provider and any subcontractors must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-8084, 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 a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
   i. HIPAA: Where applicable, Provider will comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services at 45 C.F.R. parts 160 and 164 promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively "HIPAA."
   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 must be performed through this website; however, if Provider needs to change its FEID, it must contact the DFS Vendor Ombudsman Section at (850) 413-5519.

k. If Provider is determined to be a subrecipient of federal funds, Provider will comply with the requirements of the American Recovery and Reinvestment Act 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 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.

C. Audits, Records (including electronic storage media), and Records Retention

1. To establish and maintain books, records, and documents 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 pertinent to this contract for a period of six 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 years, the records must 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, Provider will, at its expense, 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. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will 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.
5. 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, if applicable.
6. To ensure these audit and record keeping requirements are included in all approved subcontracts and assignments.
7. If Exhibit 2 of this contract indicates that Provider is a recipient or subrecipient, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, 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.
   b. 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.

      All documentation required by this section is subject to review by the Department and the state of Florida Chief Financial Officer. Provider must timely comply with any requests for documentation.
   c. Financial Report. Within 45 days of end of each year of the contract, submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract. Each report must include a statement signed by an individual with legal authority to bind recipient or subrecipient certifying that these expenditures are true, accurate and directly related to this contract.
   d. 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.
8. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that ordinarily and necessarily would be required by 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, Florida Statutes, 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. The Department may unilaterally terminate this contract if Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
9. Cooperation with Inspectors General: To the extent applicable, the Provider acknowledges and understands they have a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055 (5), Florida Statutes.

D. Monitoring by the Department: To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients and employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring it, at its sole and exclusive direction, may provide Provider with a written report, require corrective action or take other actions including the withholding of payments, and termination of this contract for cause.

E. Indemnification

1. Provider is liable for and will 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 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. Provider's inability to evaluate liability or its evaluation of liability will not excuse Provider's duty to defend and indemnify within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to defend. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

F. 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 in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must 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.

G. 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 except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

H. 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 will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Department.
2. Provider will be responsible for all work performed and all expenses incurred with the project. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Provider, at its expense, will defend the Department against such claims.
3. The Department will 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 prior written notice to Provider.
4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

I. Return of Funds: 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 Provider by the Department. In the event that Provider or its independent auditor discovers that overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

J. Transportation Disadvantaged

If clients are to be transported under this contract, Provider will comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code Chapter 41-2. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

K. Purchasing

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc.: Any articles which are the subject of, or are required to carry out this contract will be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in section 946.515(2) and section (4), Florida Statutes. For purposes of this contract, Provider will 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 will be procured in accordance with the provisions of sections 403.7065 and 287.045, Florida Statutes.
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, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3).
4. MyFloridaMarketPlace Transaction Fee:
   a. The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
   b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor will pay the Transaction Fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
   c. Provider will receive a credit for any Transaction Fee paid by Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of 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 will 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.

L. Civil Rights Requirements

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

M. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not 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. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of 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 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 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 Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

N. Sponsorship: As required by section 286.25, Florida Statutes, if 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 will, 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*" will appear in at least the same size letters or type as the name of the organization.

O. Final Invoice: To submit the final invoice for payment to the Department no more than _____ days after the contract ends or is terminated. If 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 Provider and necessary adjustments thereto have been approved by the Department.

P. Use of Funds for Lobbying Prohibited: To comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Public Entity Crime and Discriminatory Vendor

1. Pursuant to section 287.133, Florida Statutes, 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. Pursuant to section 287.134, Florida Statutes, 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

R. Patents, Copyrights, and Royalties

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101 are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract, and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance under this contract are the sole property of the state of Florida.
3. Provider, without exception, will 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 Provider. 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, 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 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 will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

S. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five 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, Provider agrees that, if it disposes of the property before the Department's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

T. Electronic Fund Transfer: Provider agrees to enroll in Electronic Fund Transfer (EFT), offered by the Florida Department of Financial Services... Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from the Department of Financial Services.

U. Information Security: Provider must maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.

II. METHOD OF PAYMENT

A. Contract Amount: The Department agrees to pay Provider for the satisfactory completion of Deliverables in accordance with 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:

a. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

b. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.

b. Pursuant to section 215.422, Florida Statutes, the Department has five 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 section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. 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 Provider 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 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. PROVIDER CONTRACT TERM

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 will end on_____.

B. Termination

1. Termination at Will: This contract may be terminated by either party upon no less than 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. The notice must 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 24 hours' notice in writing to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, Provider will be compensated for any work satisfactorily completed prior to notification of termination.
3. Termination for Breach: This contract may be terminated for Provider's non-performance upon no less than 24 hours' notice in writing to Provider. If applicable, the Department may employ the default provisions in Florida Administrative Code Rule 60A-1.006(3). Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will 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 will 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 will 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 Provider's representative responsible for administration of the program under this contract is:

_____
_____
_____
_____

5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice must 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 will 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 will remain in full force and effect and such term or provision will 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:

BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.

APPENDIX I

Ryan White Cost Proposal

Note: Respondents must submit a cost proposal and budget narrative(s) (with a detailed justification and breakdown of costs) to include the initial three years and one, three year renewal for each area(s) to be serviced. Respondents may submit a cost proposal/detailed justification for multiple areas. If a specific line item cost is not funded, respondents must explain.

For the areas covered in this RFA the estimated funding for Ryan White Consortia dollars will range from $18,552,668 - $22,675,486 over a three year contract cycle.

The chart below lists the area(s) applicable for Ryan WhiteConsortia services:

Areas	3 Year Area Award Range
Area 1: Escambia, Santa Rosa, Okaloosa, Walton	$3,463,684 - $4,233,392
Area 2A: Holmes, Jackson, Washington, Bay, Calhoun, Gulf	$1,122,403 - $1,371,827
Area 2B: Liberty, Franklin, Gadsden, Leon, Wakulla, Jefferson, Taylor, Washington	$2,663,617 - $3,255,533
Area 3/13: Hamilton, Suwannee, Columbia, Lafayette, Dixie, Levy, Gilchrist, Union, Bradford, Alachua, Putnam, Marion, Citrus, Sumter, Lake	$7,095,111 - $8,671,803
Area 7: Orange, Osceola, Seminole, Brevard	$4,207,853 - $5,142,931

Estimated funding of up to $1,847,985 has been identified being available for PCN services over a three year contract cycle.

The chart below lists the area applicable for Ryan White Part B Patient Care Network-General Revenue services:

Areas	3 Year Area Award
Area 7: Orange, Osceola, Seminole, Brevard	$1,847,985