

**MIAMI-DADE COUNTY ENHANCED COMPREHENSIVE HIV PREVENTION PLAN (ECHPP)**

**Florida Department of Health**

**August 2011**

**Application Deadline: September 12, 2011**

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

**COVER PAGE**

**FLORIDA DEPARTMENT OF HEALTH**

**RFA #: FA11-011**

**REQUEST FOR APPLICATIONS (RFA)**

**Miami-Dade County Enhanced Comprehensive HIV Prevention Plan  
(ECHPP)**

Applicant's Legal Name: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

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

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

Fax Number: \_\_\_\_\_

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

Target Area Applicant is Applying for (Choose One):

\_\_\_\_\_ South Beach

\_\_\_\_\_ Liberty City

\_\_\_\_\_ Overtown

\_\_\_\_\_ Little Haiti

\_\_\_\_\_ Southern Miami-Dade County – Includes the following locations and zip codes: Homestead (33030); Redlands (33031); Princeton/Modelo (33032); Naranja (33033); Florida City (33034); Homestead/Florida City/Keys Gate (33035); North Redlands (33170); Cutler Bay (33157); and Quail Roost/South Miami Heights (33177)

Total Grant Amount Requested: \_\_\_\_\_

Contact Person for Negotiations: \_\_\_\_\_

Applicant's Fiscal Year End Date: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Printed Name of Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

**ECHPP TIMELINE**  
RFA #: FA11-011

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

Schedule	Date	Location
RFA Released	August 26, 2011	Posted electronically via: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>
Submission of Written Questions  (Questions may be faxed or e-mailed)	September 1, 2011	Submit to: <a href="mailto:Kira_Villamizar@doh.state.fl.us">Kira Villamizar@doh.state.fl.us</a>  Or Fax: (305)470-5750
Responses to Questions Posted	September 7, 2011	Posted electronically via: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>
Sealed Grant Applications Due to Department and Opened  (No Faxed or E-mailed Copies of Applications Accepted)	September 12, 2011	<u>U.S. Mail:</u> Florida Department of Health Miami-Dade County Health Department Office of HIV/AIDS Attention: Kira Villamizar 8600 NW 17 <sup>th</sup> Street Miami, Florida 33126  <u>For Overnight or Hand Delivery (Physical Address):</u> Florida Department of Health Miami-Dade County Health Department Office of HIV/AIDS Attention: Kira Villamizar 8600 NW 17 <sup>th</sup> Street Miami, Florida 33126
Anticipated Evaluation of Grant Applications	September 13, 2011	Review and Evaluation of Grant Applications Begins
Anticipated Deliberations with Anticipated Awardees Begins	September 16, 2011	Deliberations and budget revisions, if necessary, prior to grant awards.
Anticipated Posting of Intent to Award	September 21, 2011	Posted electronically via: <a href="http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm">http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm</a>
Anticipated Grant Start Date	October 1, 2011	

It is the applicants' responsibility to regularly check the department's website for updates.

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Attachments

- I. Certification Regarding Debarment
- II. Certification Regarding Lobbying
- III. Evaluation Criteria & Scoring Sheet
- IV. Financial and Compliance Audit
- V. Civil Rights Compliance Checklist
- VI. State of Florida Department of Health (“DOH”) Standard Agreement Attachment

## **Section 1.0 INTRODUCTION**

### **1.1 Program Authority – CFDA# 93.526**

This program is contingent upon the Department being awarded funds by the Centers for Disease Control and Prevention (CDC) under Grant Application #CDC-RFA-PS11-1117.

### **1.2 Notice and Disclaimer**

Grant awards will be determined by the Florida Department of Health (Department) in accordance with the Department's Guidelines for Financial Assistance Awards based on the availability of funds. The Department reserves the right to offer multiple grant awards as it deems in the best interest of the State of Florida and the Department. Additionally, the Department reserves the right to negotiate budgetary changes with applicants prior to the offer of a grant award or execution of the Contract. Applicants may decline the modified grant award and may request a commensurate modification in the scope of the project.

If, during the grant funding period, the authorized funds are reduced or eliminated by the federal grantor agency, the Department may immediately reduce or terminate the grant award by written notice to the grantees. No such termination or reduction, however, shall apply to allowable costs already incurred by the grantees to the extent that funds are available for payment of such costs.

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

### **1.3 Program Purpose**

The Miami-Dade County Enhanced Comprehensive HIV Prevention Plan (ECHPP) was developed by the Florida Department of Health, Bureau of HIV/AIDS in collaboration with the Miami-Dade County Health Department, Office of HIV/AIDS and the Health Council of South Florida (Council). The goals of the ECHPP are to reduce new HIV/AIDS infections, increase access to care and improve health outcomes for people living with HIV/AIDS, reduce HIV/AIDS related disparities and provide a more coordinated response to the HIV/AIDS epidemic in Miami-Dade County.

The ECHPP focuses on key target areas of Miami-Dade County where the highest incidence of HIV/AIDS can be found, while also taking into account special populations. Target areas include South Beach, Little Haiti, Overtown, Liberty City, and Southern Miami-Dade County. Within these target areas, the ECHPP's interventions focus on the populations of men who have sex with men (MSM), transgendered persons, African American men, African American women, Latinos, Latinas, migrant workers and intravenous drug users (IDU).

The ECHPP provides a situational analysis which details gaps and barriers in services for Miami-Dade County. This analysis is an important part of ECHPP as it provides a wealth of information related to the HIV/AIDS epidemic in Miami-Dade County. The Miami-Dade County plan is targeted to the most disproportionately affected populations, in the most heavily impacted parts of the county, to ensure maximum reach and effectiveness. Once fully implemented, the effective combinations of the interventions proposed will result in a reduction of HIV/AIDS transmissions in Miami-Dade County.

Using funds under this grant, the Department seeks to contract with five (5) organizations located within the five (5) target areas to carry out the goals of the ECHPP.

### **1.4 Available Funding**

Funding is contingent upon continued receipt of CDC funding by the Department. The Department expects to be granted \$500,000 per year for the next two years for contractual funding under ECHPP. The Department expects to award one applicant in each target area up to \$100,000 (subject to change) for a one-year contract.

The contracts shall begin on October 1, 2011 or on the date on which both parties have signed the Contract, whichever is later, and it shall end on September 30, 2012. Contracts may be renewed for one year contingent upon funding.

In order to assure the state will fulfill current and future needs, the Department reserves the right to award contracts to multiple applicants and to offer contract awards for less than the amounts requested by applicants as deemed in the best interest of the State of Florida and the Department. The Department reserves the right to reallocate funds to established priority areas, at their discretion, of any awarded funds that may be unobligated and returned by the award recipient under this RFA.

### **1.5 Matching Funds**

There is no matching requirement for this project.

## **SECTION 2.0 PROGRAM OVERVIEW**

### **2.1 Background**

The Department's mission is to promote and protect the health and safety of all people in Florida through the delivery of quality public health services and the promotion of health care standards.

The Enhanced Comprehensive HIV Prevention Planning and Implementation for Metropolitan Statistical Areas affected by HIV/AIDS Project directly supports the National HIV/AIDS Strategy (NHAS), by working to improve program planning and implementation to reduce new HIV/AIDS infections, link people with HIV/AIDS to care and treatment, reduce HIV/AIDS related health disparities, and achieve a more coordinated national response to the HIV/AIDS epidemic. These goals are to be achieved by developing and implementing enhanced comprehensive HIV prevention plans (ECHPPs).

### **2.2 Priority Areas**

The ECHPP focuses primarily on key target areas of Miami-Dade County where the highest incidence of HIV/AIDS can be found, while also taking into account special populations. The concentration of planned ECHPP activities are in the areas of South Beach, Little Haiti, Overtown, Liberty City, and Southern Miami-Dade County.

Within these target areas, the ECHPP's interventions focus on the following populations: men who have sex with men (MSM), transgendered persons, African American men, African American women, Latinos, Latinas, migrant workers and intravenous drug users (IDU).

### **2.3 Program Expectations**

The ECHPP prioritizes interventions and programs that are (1) scientifically proven to reduce HIV/AIDS infection, increase access to care, or reduce HIV/AIDS related disparities, (2) able to demonstrate sustained and long lasting outcomes toward achieving these goals, (3) scalable to produce desired outcomes at the community level, and (4) cost efficient. The goal of the ECHPP process was to create a plan that provides for the improved coordination and implementation of HIV/AIDS prevention, care, and treatment services using the best mix of interventions, intervention targets, and intervention scale to optimize the impact on new HIV/AIDS infections.

### **2.4 Applicant Project Results**

Applicants must identify anticipated project results that are consistent with the overall program purpose and that address the project requirement/deliverables section of this RFA, Section 2.5.

### **2.5 Project Requirement /Deliverables**

Any interested entity may submit an application for only one (1) of the following five (5) target areas: (1) South Beach; (2) Liberty City; (3) Overtown; (4) Little Haiti; and (5) Southern Miami-Dade County.

The successful applicant for each target area shall perform the following deliverables:

**(a) South Beach:** Interested applicants are required to submit an application which outlines the following activities:

- Provide services to the following target population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals.
- Conduct a minimum of one (1) Take Control event per month in accordance with the Florida Department of Health, Miami-Dade County Health Department (MDCHD) Guidelines.

- Have a minimum of one (1) linkage specialist present at the Take Control event in order to initiate linkage services with individuals testing preliminary positive during the event. The linkage specialist must meet with at least 95% of individuals testing positive at each Take Control event.
- Conduct a minimum of one hundred (100) HIV tests/month over the contract period. Twenty-five (25) out of the one hundred (100) HIV tests/month shall be conducted during the Take Control events.
- Provide results of HIV/AIDS tests to patients and submit all confirmatory specimens to the Department laboratory for processing.
- Provide referrals to patients with preliminary or confirmed HIV-positive results.
- Complete a DH1628 for each rapid test completed. The yellow copy of the DH1628 for all non-reactive tests and the Reactive Rapid Test ID Log must be sent to the Bureau of HIV/AIDS by the 15<sup>th</sup> of the month following the completion of the test.
- Provide test results to at least 95% of all clients who receive a reactive or positive HIV test result.
- Link at least 95% of those clients with a positive test result to local county health department Disease Intervention Specialists for HIV/STD Partner Services.
- Link at least 75% of those who test positive to prevention services.
- Link at least 80% of clients with a positive test result to medical care.
- Distribute a minimum of four thousand (4,000) condoms per month to the target area.
- Serve as a regional condom distributor for businesses and community-based organizations (CBO's) in the target area in accordance with MDCHD Guidelines.
- Conduct a minimum of two (2) Man Up events, a community forum for men to discuss sexual health issues, HIV/AIDS, syphilis/HIV coinfection rates and the need for STD/HIV testing, in accordance with MDCHD Guidelines.
- Conduct a minimum of ten (10) home visits to transgender and MSM homes per month for the purpose of outreach, testing, and linkage to services. Ensure that 50% of all home visits conducted result in the screening of two (2) individuals per household.
- Provide outreach, individual or small group HIV/AIDS educational encounters with measurable objectives, to a minimum of one thousand five hundred (1,500) MSMs over the contract period.
- Connect identified individuals who have tested positive for HIV/AIDS or who are not in care to a linkage specialist at Take Control events.
- Identify and link to care through the linkage specialist, HIV-positive individuals who are not in care while conducting outreach to promote the Take Control events.
- Focus on outreach to the homeless population during the day of the Take Control events.
- Have at least one (1) staff member attend the MDCHD ECHPP meetings, provided prior notice is given by MDCHD.
- Provide MDCHD Prevention Staff a calendar of events at the beginning of each month to ensure participation by MDCHD staff.
- Collaborate with MDCHD Prevention Staff on the planning of events.
- Complete and submit monthly reporting forms to the MDCHD contract managers.
- Enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services.

(b) **Liberty City:** Interested applicants are required to submit an application which outlines the following activities:

- Provide services to the following target population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals.
- Conduct a minimum of one (1) Take Control event per month in accordance with MDCHD Guidelines.
- Conduct a minimum of one hundred (100) HIV/AIDS tests/month over the contract period. Twenty-five (25) out of the one hundred (100) HIV/AIDS tests/month shall be conducted during the Take Control events.
- Provide results of HIV/AIDS tests to patients and submit all confirmatory specimens to the Department laboratory for processing.

- Provide referrals to patients with preliminary or confirmed HIV-positive results
- Complete a DH1628 for each rapid test completed. The yellow copy of the DH1628 for all non-reactive tests and the Reactive Rapid Test ID Log must be sent to the Bureau of HIV/AIDS by the 15<sup>th</sup> of the month following the completion of the test.
- Provide test results to at least 95% of all clients who receive a reactive or positive HIV test result.
- Link at least 95% of those clients with a positive test result to local county health department Disease Intervention Specialists for HIV/STD Partner Services.
- Link at least 75% of those who test positive to prevention services.
- Link at least 80% of clients with a positive test result to medical care.
- Have a minimum of one (1) linkage specialist present at the Take Control event in order to initiate linkage services with individuals testing preliminary positive during the event. The linkage specialist must meet with at least 95% of individuals testing positive at each Take Control event.
- Distribute a minimum of three thousand (3,000) condoms per month to the target area.
- Serve as regional condom distributor for businesses and community-based organizations (CBO's) in the target area in accordance with MDCHD Guidelines.
- Conduct a minimum of one (1) Community Event/Workshop to educate Black women on the HIV/AIDS crisis affecting them.
- Conduct a minimum of one (1) SOS "Call to Action" Community Forum for HIV education and outreach training for black women in accordance with MDCHD Guidelines.
- Have a minimum of two hundred (200) black women over the contract period "take the pledge" to get tested for HIV and to educate others about HIV where they live, work, play, and worship.
- Provide outreach, individual or small group HIV/AIDS educational encounters with measurable objectives, to a minimum of one hundred (100) persons per month over the contract period.
- Connect identified individuals who have tested positive for HIV or are not in care to a linkage specialist at Take Control events.
- Identify and link to care through the linkage specialist, HIV-positive individuals who are not in care while conducting outreach to promote the Take Control event
- Focus on outreach to the homeless population during the day of the Take Control event.
- Have at least one (1) staff member attend the MDCHD ECHPP meetings, provided prior notice is given by MDCHD.
- Provide MDCHD Prevention Staff a calendar of events at the beginning of each month to ensure participation by MDCHD staff.
- Collaborate with MDCHD Prevention Staff on the planning of events.
- Complete and submit monthly reporting forms to the MDCHD contract managers.
- Enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services.

(c) **Overtown:** Interested applicants are required to submit an application which outlines the following activities:

- Provide services to the following target population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals.
- Conduct a minimum of one (1) Take Control event per month in accordance with MDCHD Guidelines.
- Conduct a minimum of one hundred (100) HIV tests/month over the contract period. Twenty-five (25) out of the one hundred (100) HIV tests/month shall be conducted during the Take Control events.
- Provide results of HIV tests to patients and submit all confirmatory specimens to the Department laboratory for processing.
- Provide referrals to patients with preliminary or confirmed HIV-positive results.
- Complete a DH1628 for each rapid test completed. The yellow copy of the DH1628 for all non-reactive tests and the Reactive Rapid Test ID Log must be sent to the Bureau of HIV/AIDS by the 15<sup>th</sup> of the month following the completion of the test.

- Provide test results to at least 95% of all clients who receive a reactive or positive HIV test result.
- Link at least 95% of those clients with a positive test result to local county health department Disease Intervention Specialists for HIV/STD Partner Services.
- Link at least 75% of those who test positive to prevention services.
- Link at least 80% of clients with a positive test result to medical care.
- Have a minimum of one (1) linkage specialist present at the Take Control event in order to initiate linkage services with individuals testing preliminary positive during the event. The linkage specialist must meet with at least 95% of individuals testing positive at each Take Control event.
- Distribute a minimum of three thousand five hundred (3,500) condoms per month to the target area.
- Serve as regional condom distributor for businesses and community-based organizations (CBO's) in the target area in accordance with MDCHD Guidelines.
- Conduct a minimum of one (1) Community Event/Workshop to educate Black women on the HIV/AIDS crisis affecting them.
- Provide outreach, individual or small group HIV/AIDS educational encounters with measurable objectives, to a minimum of one hundred (100) persons per month.
- Conduct a minimum of one (1) SOS "Call to Action" Community Forum for HIV education and outreach training for black women in accordance with MDCHD Guidelines.
- Have a minimum of two hundred (200) black women over the contract period "take the pledge" to get tested for HIV and to educate others about HIV where they live, work, play, and worship.
- Connect identified individuals who have tested positive for HIV or are not in care to a linkage specialist at Take Control events.
- Identify HIV-positive individuals who are not in care while conducting outreach to promote the Take Control events.
- Focus on outreach to the homeless population during the day of the Take Control events.
- Have at least one (1) staff member attend the MDCHD ECHPP meetings, provided prior notice is given by MDCHD.
- Provide MDCHD Prevention Staff a calendar of events at the beginning of each month to ensure participation by MDCHD staff.
- Collaborate with MDCHD Prevention Staff on the planning of events.
- Complete and submit monthly reporting forms to the MDCHD contract managers.
- Enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services.

**(d) Little Haiti:** Interested applicants are required to submit an application which outlines the following activities:

- Provide services to the following target population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals.
- Conduct a minimum of one (1) Take Control event per month in accordance with MDCHD Guidelines.
- Have a minimum of one (1) linkage specialist present at the Take Control event in order to initiate linkage services with individuals testing preliminary positive during the event. The linkage specialist must meet with at least 95% of individuals testing positive at each Take Control event.
- Conduct a minimum of one hundred (100) HIV tests/month over the contract period. Twenty-five (25) out of the one hundred (100) HIV tests/month shall be conducted during the Take Control events.
- Provide results of HIV/AIDS tests to patients and submit all confirmatory specimens to the Department laboratory for processing.
- Provide referrals to patients with preliminary or confirmed HIV-positive results.
- Complete a DH1628 for each rapid test completed. The yellow copy of the DH1628 for all non-reactive tests and the Reactive Rapid Test ID Log must be sent to the Bureau of HIV/AIDS by the 15<sup>th</sup> of the month following the completion of the test.
- Provide test results to at least 95% of all clients who receive a reactive or positive HIV test result.

- Link at least 95% of those clients with a positive test result to local county health department Disease Intervention Specialists for HIV/STD Partner Services.
- Link at least 75% of those who test positive to prevention services.
- Link at least 80% of clients with a positive test result to medical care.
- Distribute a minimum of one thousand five hundred (1,500) condoms per month to the target area.
- Serve as regional condom distributor for businesses and community-based organizations (CBO's) in the target area in accordance with MDCHD Guidelines.
- Conduct a minimum of one (1) education/sensitization activity over the contract period for faith-based stakeholders in the target area.
- Conduct a minimum of two (2) radio shows per month.
- Radio shows shall not be recorded/aired prior to receiving written approval from the Department. In order to ensure written approval, radio show outlines shall be submitted to the contract manager/Miami-Dade County Prevention Staff at least two (2) weeks prior to the airing of the show. The Miami-Dade County Prevention Staff shall ensure that the radio show outline goes through the proper Department approval process.
- Conduct a minimum of one (1) focus group over the contract period with Haitian pregnant teens and/or Haitian pregnant women.
- Provide outreach, individual or small group HIV/AIDS educational encounters with measurable objectives, to a minimum of fifty (50) persons per month over the contract period.
- Focus on outreach to the homeless population during the day of the Take Control events.
- Have at least one (1) staff member attend the MDCHD ECHPP meetings, provided prior notice is given by MDCHD.
- Provide MDCHD Prevention Staff a calendar of events at the beginning of each month to ensure participation by MDCHD staff.
- Collaborate with MDCHD Prevention Staff on the planning of events.
- Complete and submit monthly reporting forms to the MDCHD contract managers
- Enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services.

(e) **Southern Miami-Dade County:** Interested applicants are required to submit an application which outlines the following activities:

- Provide services to the following target population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals.
- Conduct a minimum of one (1) Take Control event per month in accordance with MDCHD Guidelines.
- Have a minimum of one (1) linkage specialist present at the Take Control event in order to initiate linkage services with individuals testing preliminary positive during the event. The linkage specialist must meet with at least 95% of individuals testing positive at each Take Control event.
- Conduct a minimum of one hundred (100) HIV tests/month over the contract period. Twenty-five (25) out of the one hundred (100) HIV tests/month shall be conducted during the Take Control event.
- Provide results of HIV tests to patients and submit all confirmatory specimens to the Department laboratory for processing.
- Provide referrals to patients with preliminary or confirmed HIV-positive results
- Complete a DH1628 for each rapid test completed. The yellow copy of the DH1628 for all non-reactive tests and the Reactive Rapid Test ID Log must be sent to the Bureau of HIV/AIDS by the 15<sup>th</sup> of the month following the completion of the test.
- Provide test results to at least 95% of all clients who receive a reactive or positive HIV test result.
- Link at least 95% of those clients with a positive test result to local county health department Disease Intervention Specialists for HIV/STD Partner Services.
- Link at least 75% of those who test positive to prevention services.
- Link at least 80% of clients with a positive test result to medical care.

- Distribute a minimum of one thousand five hundred (1,500) condoms per month to the target area.
- Serve as regional condom distributor for businesses and community-based organizations (CBO's) in the target area in accordance with MDCHD Guidelines.
- Conduct a minimum of one (1) Community Event/Workshop at a faith-based organization to present HIV, stigma, and the role of faith-based organizations in reducing HIV.
- Conduct a minimum of one (1) community health fair at a faith-based organization to include STD/HIV information and HIV testing.
- Provide outreach, individual or small group HIV/AIDS educational encounters with measureable objectives, to a minimum of one hundred (100) persons per month over the contract period.
- Connect identified individuals who have tested positive for HIV or are not in care to a linkage specialist at Take Control events.
- Identify and link to care through the linkage specialist, HIV individuals who are not in care while conducting outreach to promote the Take Control event.
- Focus on outreach to the homeless population during the day of the Take Control events.
- Have at least one (1) staff member attend the MDCHD ECHPP meetings, provided prior notice is given by MDCHD.
- Provide MDCHD Prevention Staff a calendar of events at the beginning of each month to ensure participation by MDCHD staff.
- Collaborate with MDCHD Prevention Staff on the planning of events.
- Complete and submit monthly reporting forms to the MDCHD contract managers.
- Enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services.

## **2.6 Method of Payment**

The Department shall pay the providers using a fixed price/fixed fee method of payment for the delivery of services provided in accordance with the terms and conditions of the contract. Payment is contingent upon the submission of: (a) a properly completed invoice, (b) required supporting documentation, (c) approval of said documentation by the contract manager, and (d) compliance with all requirements of the contract.

Payment Reductions: Monthly deliverables will be assigned a dollar value during the negotiation phase and annually thereafter. For any monthly deliverable not met, that assigned dollar value will be withheld. The Department may withhold payment under the contract if the provider fails to perform their contractual obligations.

## **2.7 Invoicing and Payment of Invoice**

Providers shall submit a properly completed invoice along with required supporting documentation to the contract manager for payment within 10 days following the end of the service period.

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

### **3.1 Eligible Applicants**

All entities submitting an application must be registered as a vendor in the state's MyFloridaMarketPlace. For further information please visit

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

All entities submitting an application for funding are advised that in accepting federal dollars under this RFA, as a sub-recipient they will be required to comply with all state laws, executive orders, regulations, and policies governing these funds.

Applicants that have had contracts terminated or reduced by the Department for reasons other than a mutually agreed upon cause, may be ineligible for funding.

### **3.2 Eligibility Criteria**

Eligible applicants should be community-based organizations (CBOs) that are physically located in their target area, have experience and knowledge of the community, have the capacity to meet all deliverables, and have the ability to begin working immediately.

### **3.3 Minority Participation**

In keeping with the One Florida Initiative, the Florida Department of Health encourages minority business participation in all its procurements. Applicants are encouraged to contact the Office of Supplier Diversity at (850) 487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified minority or for names of existing certified minorities who may be available for subcontracting or supplier opportunities.

### **3.4 Corporate Status**

For all corporate applicants, proof of active corporate status must be provided with the application. Tax-exempt status is not required, except for applications applying as non-profit organizations. Tax-exempt status is determined by the Internal Revenue Service (IRS) Code, Section 501(c)(3).

Non Corporate Status: Applicant is required to submit documentation that verifies the official non-profit status of an organization in accordance with Chapter 617, Florida Statutes.

### **3.5 E-Verify Requirement**

Pursuant to Governor Rick Scott's Executive Order No. 11-116, contract providers must use the E-Verify system to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify system during the contract term.

### **3.6 Period of Support**

The initial term of the contracts resulting from this RFA shall be for a project period of approximately twelve (12) months beginning from the date of execution of the contract through September 30, 2012.

### **3.7 Use of Grant Funds**

Allowable and unallowable expenditures are defined by at least one of the following: Reference Guide for State Expenditures found at <http://www.fldfs.com/aadir>, Florida Statutes (F.S.), Florida Administrative Code (F.A.C.), Office of Management and Budget (OMB) Circulars A-110-General Administrative Requirements, A-133-Federal Single Audit, A-122-Cost Principles for Not-For-Profits, A-21-Cost Principles for Universities, Federal Public Laws, Catalog of Federal Domestic Assistance (CFDA), and Code of Federal Regulations (CFR).

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

## SECTION 4.0 APPLICATION REQUIREMENTS

### 4.1 Description of Application Components

- a) **Cover Page** : All applicants shall complete and submit the cover page found on page two of this RFA
- b) **Project Narrative (Limit 5 Pages)**: All applicants shall submit a comprehensive narrative description detailing how it will fulfill the requirements listed in the Project Requirement/Deliverables section.
- c) **Proposed Budget Summary and Budget Narrative**: All applicants shall provide a breakdown and explanation of all requested cost items that will be incurred as they directly relate to the proposal submitted for this RFA. The method of cost presentation will be a line-item budget. Applicant shall provide justification and details for all cost items in the budget narrative. Note: If funding is requested in an amount greater than the ceiling of the award range, the application will be considered non-responsive and will not be entered into the review process. The application will be returned with notification that it did not meet the submission requirements.
- d) **Financial and Compliance Audit Attachment**
- e) **Certification Regarding Debarment**
- f) **Certification Regarding Lobbying**
- g) **Civil Rights Compliance Checklist**
- h) **If applicant is a non-profit organization, IRS Non-Profit Status 501 (C) (3)**

### 4.2 Cost of Preparation

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

## **SECTION 5.0 SUBMISSION OF APPLICATION**

### **5.1 Application Deadline**

Applications must be received by: **September 12, 2011**

### **5.2 Submission Methods**

Applications must be sent by U.S. Mail, Courier or may be hand delivered to the address identified in Section 5.4. Faxed or emailed applications will not be accepted.

- 1) Applications must be submitted in a sealed envelope and shall be clearly marked on the outside with the application number, date, and time of opening.
- 2) One (1) original application and three (3) copies must be submitted.
- 3) It is the responsibility of the applicant to assure their applications are submitted at the designated place within the designated time frame.
- 4) Late applications will not be accepted.

### **5.3 Mailed or Hand-Delivered Applications**

Applicants are required to submit three copies of the application via express/regular mail or hand delivered. The original application must be signed by an individual authorized to act for the applicant agency or organization and to assume for the organization the obligations imposed by the terms and conditions of the grant.

Mailed or hand-delivered applications will be considered as meeting the deadline if they are received by the Miami-Dade County Health Department, Office of HIV/AIDS on or before **4:30 PM** on **September 12, 2011**. Applicants are encouraged to submit applications early. Applications that do not meet the deadline will be returned to the applicant unread.

### **5.4 Where to Send Your Application**

Florida Department of Health  
Miami-Dade County Health Department  
Office of HIV/AIDS  
Attn: Kira Villamizar  
8600 NW 17<sup>th</sup> Street  
Miami, Florida 33126

## **SECTION 6.0 EVALUATIONS OF APPLICATIONS**

### **6.1 Receipt of Applications**

Applications will be screened upon receipt. Applications that are not complete, or that do not conform to or address the criteria of the program will be considered non-responsive. Complete applications are those that include the required forms in the Required Forms Section of this application. Incomplete applications will be returned with notification that it did not meet the submission requirements and will not be entered into the review process.

Applications will be scored by an objective review committee. Committee members are chosen for their expertise in health and their understanding of the unique health problems and related issues in Florida.

### **6.2 How Applications are Scored**

Each application will be evaluated and scored based on the criteria defined in Attachment III based upon the target area the applicant has applied for. Evaluation sheets will be used by the evaluators to designate the point value assigned to each application. The scores of the evaluators will be averaged with the scores of the other members to determine scoring. The maximum possible score for any application is dependent upon the target area applicant applies for as follows:

- South Beach: 100 points
- Little Haiti: 115 points
- Southern Miami-Dade County: 100 points
- Overtown: 105 points
- Liberty City: 105 points

Contract managers will proceed with negotiations with the highest-ranked qualified applicants.

### **6.3 Grant Awards**

The successful applicant will adhere to the Financial and Compliance Audit requirements (See Attachment IV) as applicable.

The successful applicant(s) will enter into a Contract with the Department. The Department reserves the right to revise proposed plans and negotiate final funding prior to finalizing the Contract.

### **6.4 Funding**

The Department of Health reserves the right to revise proposed plans and negotiate final funding prior to execution of contracts.

### **6.5 Posting of Awards**

Awards will be listed at:

[http://www.doh.state.fl.us/Admin/General\\_Services/Purchasing/grants\\_funding.htm](http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm) on the time noted in the Timeline.

**SECTION 7.0          REQUIRED FORMS**

- 7.1    Cover Page**
- 7.2    Project Narrative**
- 7.3    Budget Summary**
- 7.4    Budget Narrative**
- 7.5    Financial and Compliance Audit**
- 7.6    Certification Regarding Lobbying**
- 7.7    Certification Regarding Debarment**
- 7.8    Civil Rights Compliance Checklist**
- 7.9    If applicant is a non-profit organization, IRS Non-Profit Status 501 (C) (3)**

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

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

**INSTRUCTIONS**

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

**CERTIFICATION**

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

\_\_\_\_\_  
Signature \_\_\_\_\_ Date

Name \_\_\_\_\_ Title \_\_\_\_\_  
08/06

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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

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

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

\_\_\_\_\_

signature

\_\_\_\_\_

date

\_\_\_\_\_

name of authorized individual

\_\_\_\_\_

Application or Contract Number

\_\_\_\_\_

name of organization

\_\_\_\_\_

address of organization

Attachment III – South Beach

**Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet**

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFA has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Total Points:

Target Area: South Beach  
 Target Population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

Applicant ID \_\_\_\_\_ Applicant Name : \_\_\_\_\_

**TARGET POPULATION**

Rating	Superior	Very Good	Good	Fair	Poor	No Value
Explanation	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
POINTS	5	4	3	2	1	0
How well the applicant provides information that indicates understanding of the need and purpose for the implementation of the Enhanced Comprehensive HIV Prevention Plan (ECHPP) in the target area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant explains the population(s) it serves and the need for the delivery of services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant describes the barriers to and challenges of increasing the services provided under this contract in the targeted area/population	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Total Points:

### SERVICES

Rating	Superior	Very Good	Good	Fair	Poor	No Value
Explanation	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
How well the applicant describes their organizations capacity and experience in providing these types of services to the target population and in the target area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant describes their experience as it relates to the target population	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their experience as it relates to the services to be provided along with the organization's ability and capacity to provide applicable services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 60 POINTS.

Total Points:

Applicant ID

Applicant Name :

### WORK PLAN – Approach applicant will use to provide services that meet the Project Requirement/Deliverables Section of the RFA

Rating	Superior	Very Good	Good	Fair	Poor	No Value
Explanation	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
POINTS	5	4	3	2	1	0
<p>How well the applicant demonstrates their ability to conduct a minimum of 1 Take Control Event/month in accordance with MDCHD guidelines</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>How well the applicant demonstrates their ability to have a minimum of 1 linkage specialist present at their Take Control Events in order to initiate linkage services with individuals testing preliminary positive during the event</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>How well the applicant demonstrates their ability to ensure that the linkage specialist will meet with at least 95% of individuals testing positive at each Take Control Event</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>How well the applicant demonstrates their ability to conduct the required monthly minimum of 100 HIV tests – 25 out of the 100 tests shall be performed during the Take Control Event</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment III – South Beach

<p><b>How well the applicant demonstrates their ability to provide patients with test results along with their ability to complete Department forms and submit confirmatory specimens to the Department laboratory for processing</b></p>	<input type="checkbox"/>					
<p><b>How well the applicant demonstrates the ability to distribute a minimum of 4,000 condoms/month in the target area</b></p>	<input type="checkbox"/>					
<p><b>How well the applicant describes its roll as a Regional Condom Distributor for businesses and organizations in the target area</b></p>	<input type="checkbox"/>					
<p><b>How well the applicant demonstrates how they will conduct a minimum of 10 home visits/month to transgender and MSM homes for purposes of outreach, testing, and linkage to services</b></p>	<input type="checkbox"/>					
<p><b>How well the applicants demonstrates ways in which they will ensure that 50% of all home visits conducted result in the HIV screening of at least 2 individuals/household</b></p>	<input type="checkbox"/>					
<p><b>How well the applicant describes how they will conduct a minimum of 2 Man Up events, a community forum for men to discuss sexual health issues, HIV/AIDS, and the need for STD/HIV testing, in accordance with MDCHD Guidelines</b></p>	<input type="checkbox"/>					
<p><b>How well the applicant describes how they will provide outreach, individual or small group HIV/AIDS educational encounters with measurable objectives, to a minimum of 1,500 MSMs over the contract period</b></p>	<input type="checkbox"/>					
<p><b>How well the applicant demonstrates their ability to enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services</b></p>	<input type="checkbox"/>					



Attachment III – Liberty City

**Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet**

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFA has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Target Area: Liberty City  
 Target Population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

Total Points: \_\_\_\_\_

Applicant ID \_\_\_\_\_

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

**TARGET POPULATION**

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<p><b>Explanation</b></p> <p><b>POINTS</b></p>	<p>Excellent capability and an outstanding approach</p> <p><b>5</b></p>	<p>Above average capability and approach</p> <p><b>4</b></p>	<p>Average capability and good approach</p> <p><b>3</b></p>	<p>Marginal capability and some understanding of the project</p> <p><b>2</b></p>	<p>Little or no direct capability or has not adequately addressed the area</p> <p><b>1</b></p>	<p>No to very poor response. A clear understanding of the response is not possible</p> <p><b>0</b></p>
<p>How well the applicant provides information that indicates understanding of the need and purpose for the implementation of ECHPP in the target area</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>How well the applicant explains the population(s) it serves and the need for the delivery of the services</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>How well the applicant describes the barriers to and challenges of increasing the services provided under this contract in the target area/population(s)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Total Points:

### SERVICES

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<b>Explanation</b>	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
How well the applicant provides information on the organization’s capacity and experience in providing these types of services to the target area/population	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their experience as it relates to the targeted population(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their experience as it relates to the services to be provided and the organization’s ability and capacity as it relates to the services to be provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 60 POINTS.

Total Points:

Applicant ID

Applicant Name :

### WORK PLAN – How effectively the applicant explains the approach that will be used to provide all services that will meet the Project Requirements/Deliverables Section of the RFA

Rating	Superior	Very Good	Good	Fair	Poor	No Value
Explanation	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
POINTS	5	4	3	2	1	0
How well the applicant demonstrates the capability to conduct a minimum of one Take Control event in a month following the MDCHD guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their ability to have a minimum of one linkage specialist present at their Take Control Events in order to initiate linkage services with individuals testing preliminary positive during the event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their ability to ensure that the linkage specialist will meet with at least 95% of individuals testing positive at each Take Control Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates the capability to conduct the required monthly minimum of 100 HIV Tests (25 of these 100 HIV Tests must be performed the Take Control event)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates the ability to provide test results to patients	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment III – Liberty City

How well the applicant demonstrates its ability to provide referrals to patients with preliminary or confirmed HIV-positive results	<input type="checkbox"/>					
How well the applicant describes its ability to distribute a minimum of 3,000 condoms a month to the target area	<input type="checkbox"/>					
How well the applicant describes their ability to serve as a Regional Condom Distributor for businesses and organizations in the target area	<input type="checkbox"/>					
How well the applicant describes their ability to provide outreach and basic HIV education to a minimum of 100 persons per month	<input type="checkbox"/>					
How well the applicant demonstrates their ability to enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services	<input type="checkbox"/>					
How well the applicant demonstrates its ability to get 200 black women “take the pledge” to get tested for HIV and educate others about HIV	<input type="checkbox"/>					
How well the applicant describes the organization and implementation of the SOS “Call to Action” Community Forum	<input type="checkbox"/>					

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Total Points:

Applicant ID

Applicant Name :

### SPECIAL PROVISIONS

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<b>Explanation</b>	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
How well the applicant describes their experience/capability to perform HIV testing in non-traditional areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant describes their ability to connect identified individuals with linkage workers at Take Control events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant describes their ability to identify individuals not in care while conducting outreach to promote the Take Control event (special focus on outreach to the homeless population during the day of the event)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment III – Overtown

**Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet**

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFA has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Target Area: Overtown  
 Target Population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

Total Points: \_\_\_\_\_

Applicant ID \_\_\_\_\_

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

**TARGET POPULATION**

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<p><b>Explanation</b></p> <p><b>POINTS</b></p>	<p>Excellent capability and an outstanding approach</p> <p><b>5</b></p>	<p>Above average capability and approach</p> <p><b>4</b></p>	<p>Average capability and good approach</p> <p><b>3</b></p>	<p>Marginal capability and some understanding of the project</p> <p><b>2</b></p>	<p>Little or no direct capability or has not adequately addressed the area</p> <p><b>1</b></p>	<p>No to very poor response. A clear understanding of the response is not possible</p> <p><b>0</b></p>
<p>How well the applicant provides information that indicates understanding of the need and purpose for the implementation of the Enhanced Comprehensive HIV Prevention Plan (ECHPP) in the target area</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>How well the applicant describes the population(s) it serves and the need for the delivery of the services</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>How well the applicant describes the barriers to and challenges of increasing the services provided under this contract in the targeted area / population(s)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Total Points:

### SERVICES

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<b>Explanation</b>	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
How well the applicant provides information on the organizations capacity and experience in providing these types of services to the target population and target area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their experience as it relates to the targeted population(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their experience as it relates to the services to be provided and the organization’s ability and capacity as it relates to the services to be provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 60 POINTS.

Total Points:

Applicant ID

Applicant Name :

### WORK PLAN – How effectively the applicant explains the approach that will be used to provide all services that will meet the Project Requirement/Deliverables Section of the RFA

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<b>Explanation</b>	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
How well the applicant demonstrates their ability to conduct a minimum of 1 Take Control Event/month in accordance with MDCHD guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their ability to have a minimum of 1 linkage specialist present at their Take Control Events in order to initiate linkage services with individuals testing preliminary positive during the event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their ability to ensure that the linkage specialist will meet with at least 95% of individuals testing positive at each Take Control Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates the capability to conduct the required monthly minimum of 100 HIV Tests – 25 out of the 100 tests must be performed during the Take Control event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates the ability to provide patients with test results along with their ability to complete Department forms and submit confirmatory specimens to the Department laboratory for processing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment III – Overtown

How well the applicant demonstrates the ability to distribute a minimum of 3,500 condoms/month to the target area	<input type="checkbox"/>					
How well the applicant describes its roll as a Regional Condom Distributor for businesses and organizations in the target area	<input type="checkbox"/>					
How well the applicant describes its ability to conduct a minimum of 1 Community Event/Workshop to educate Black women on the HIV/AIDS crisis affecting them	<input type="checkbox"/>					
How well the applicant describes their ability to provide outreach and basic HIV education to a minimum of 100 people/month in the target area	<input type="checkbox"/>					
How well the applicant describes their ability to conduct a minimum of 1 SOS “Call to Action” Community Forum for HIV education and outreach training in the target area for Black women in accordance with MDCHD guidelines	<input type="checkbox"/>					
How well the applicant describes their ability to have a minimum of 200 black women “take the pledge” to get tested for HIV and to educate others about HIV where they live, work, play, and worship	<input type="checkbox"/>					
How well the applicant demonstrates their ability to enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services	<input type="checkbox"/>					

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Total Points:

Applicant ID

Applicant Name :

### SPECIAL PROVISIONS

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<b>Explanation</b>	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
How well the applicant describes their experience/capability to perform HIV testing in non-traditional areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant describes how they are going to connect identified individuals with linkage workers at Take Control events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates how they are going to identify individuals not in care while conducting outreach to promote the Take Control event (special focus on outreach to the homeless population during the day of the event)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment III – Little Haiti

**Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet**

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFA has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Target Area: Little Haiti  
 Target Population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

Total Points: \_\_\_\_\_

Applicant ID \_\_\_\_\_

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

**TARGET POPULATION**

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<p><b>Explanation</b></p> <p><b>POINTS</b></p>	<p>Excellent capability and an outstanding approach</p> <p><b>5</b></p>	<p>Above average capability and approach</p> <p><b>4</b></p>	<p>Average capability and good approach</p> <p><b>3</b></p>	<p>Marginal capability and some understanding of the project</p> <p><b>2</b></p>	<p>Little or no direct capability or has not adequately addressed the area</p> <p><b>1</b></p>	<p>No to very poor response. A clear understanding of the response is not possible</p> <p><b>0</b></p>
<p>How well applicant provides information that indicates understanding of the need and purpose for the implementation of the Enhanced Comprehensive HIV Prevention Plan (ECHPP) in the target area</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>How well the applicant explains the population(s) it serves and the need for the delivery of services</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>How well the applicant describes the barriers to and challenges of increasing the services provided under this contract in the targeted area / population(s)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Total Points:

SERVICES						
Rating	Superior	Very Good	Good	Fair	Poor	No Value
<b>Explanation</b>	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
How well applicant provides information on the organizations capacity and experience in providing these types of services to the target population/area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their experience as it relates to the targeted population(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their experience as it relates to the targeted population(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 65 POINTS.

Total Points:

Applicant ID

Applicant Name :

### WORK PLAN – How effectively the applicant explains the approach that will be used to provide all services that will meet the Project Requirement/Deliverables section of the RFA

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<b>Explanation</b>	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
How well the applicant demonstrates the capability to conduct a minimum of 1 Take Control Event/month in accordance with MDCHD guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their ability to have a minimum of 1 linkage specialist present at their Take Control Events in order to initiate linkage services with individuals testing preliminary positive during the event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their ability to ensure that the linkage specialist will meet with at least 95% of individuals testing positive at each Take Control Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment III – Little Haiti

How well the applicant demonstrates their ability to conduct the required monthly minimum of 100 HIV tests – 25 out of the 100 tests shall be performed during the Take Control Event	<input type="checkbox"/>					
How well the applicant demonstrates their ability to provide patients with test results along with their ability to complete Department forms and submit confirmatory specimens to the Department laboratory for processing	<input type="checkbox"/>					
How well the applicant demonstrates the ability to distribute a minimum of 1,500 condoms/month to the target area	<input type="checkbox"/>					
How well the applicant describes its roll as a Regional Condom Distributor for businesses and organizations in the target area	<input type="checkbox"/>					
How well the applicant describes their ability to conduct a minimum of 1 focus group with Haitian pregnant teens and/or Haitian pregnant women in the target area	<input type="checkbox"/>					
How well the applicant describes their ability to conduct a minimum of 1 education/sensitization activities for faith-based stakeholders in the target area	<input type="checkbox"/>					
How well the applicant demonstrates their ability to conduct a minimum of 2 radio shows/month in the target area	<input type="checkbox"/>					
How well the applicant demonstrates their ability to submit outlines to the Department contract manager at least 1 week prior to the airing of the radio show in the target area	<input type="checkbox"/>					
How well the applicant demonstrates their ability to provide outreach, individual or small group HIV/AIDS educational encounters with measurable objectives, to a minimum of 50 persons/month in the target area	<input type="checkbox"/>					
How well the applicant demonstrates their ability to enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services	<input type="checkbox"/>					

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 20 POINTS.

Total Points:

Applicant ID

Applicant Name :

### SPECIAL PROVISIONS

<b>Rating</b>	<b>Superior</b>	<b>Very Good</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>No Value</b>
<b>Explanation</b>	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
How well applicant demonstrates their ability to have at least one staff member attend the MDCHD ECHPP meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their ability to collaborate with MDCHD prevention staff on the planning of events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant describes their experience/capability to perform HIV testing in non-traditional areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant describes their ability to identify individuals not in care while conducting outreach to promote the Take Control event (special focus on outreach to the homeless population during the day of the event)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment III – Southern Miami-Dade County

**Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet**

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFA has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Target Area: Southern Miami-Dade County  
 Target Population: Black men who have sex with men (MSM), Hispanic MSM, White MSM, Black intravenous drug users (IDU), Black and Hispanic Heterosexuals

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

Total Points: \_\_\_\_\_

Applicant ID \_\_\_\_\_

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

**TARGET POPULATION**

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<b>Explanation</b>	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
<b>POINTS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Provides information that indicates understanding of the need and purpose for the implementation of the Enhanced Comprehensive HIV Prevention Plan (ECHPP) in the target area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant explains the population(s) it serves and the need for the delivery of services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant describes the barriers to and challenges of increasing the services provided under this contract in the targeted area / population(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment III – Southern Miami-Dade County

**Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet**

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Total Points:

**SERVICES**

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<p><b>Explanation</b></p> <p><b>POINTS</b></p> <p><b>How well the applicant describes their organizations capacity and experience in providing these types of services to the target population and in the target area</b></p>	<p>Excellent capability and an outstanding approach</p> <p>5</p> <p><input type="checkbox"/></p>	<p>Above average capability and approach</p> <p>4</p> <p><input type="checkbox"/></p>	<p>Average capability and good approach</p> <p>3</p> <p><input type="checkbox"/></p>	<p>Marginal capability and some understanding of the project</p> <p>2</p> <p><input type="checkbox"/></p>	<p>Little or no direct capability or has not adequately addressed the area</p> <p>1</p> <p><input type="checkbox"/></p>	<p>No to very poor response. A clear understanding of the response is not possible</p> <p>0</p> <p><input type="checkbox"/></p>
<p><b>How well the applicant describes their experience as it relates to the target population</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>How well the applicant demonstrates their experience as it relates to the services to be provided along with the organization's ability and capacity to provide applicable services</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 55 POINTS.

Total Points:

### WORK PLAN – Approach applicant will use to provide services that meet the Project Requirement/Deliverables Section of the RFA

Rating	Superior	Very Good	Good	Fair	Poor	No Value
Explanation	Excellent capability and an outstanding approach	Above average capability and approach	Average capability and good approach	Marginal capability and some understanding of the project	Little or no direct capability or has not adequately addressed the area	No to very poor response. A clear understanding of the response is not possible
POINTS	5	4	3	2	1	0
How well the applicant demonstrates the capability to conduct a minimum of 1 Take Control event/month in accordance with MDCHD guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their ability to have a minimum of 1 linkage specialist present at their Take Control Events in order to initiate linkage services with individuals testing preliminary positive during the event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates their ability to ensure that the linkage specialist will meet with at least 95% of individuals testing positive at each Take Control Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrate the capability to conduct the required monthly minimum of 100 HIV Tests – 25 out of the 100 tests must be performed during the Take Control event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the applicant demonstrates the ability to provide patients with test results along with their ability to complete Department forms and submit confirmatory specimens to the Department laboratory for processing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Attachment III – Southern Miami-Dade County**

How well the applicant demonstrates the ability to distribute a minimum of 1,500 condoms/month to the target area	<input type="checkbox"/>					
How well the applicant demonstrates their ability to conduct 1 community health fair at a faith-based organization in the target area to include STD/HIV information and testing	<input type="checkbox"/>					
How well the applicant describes its roll as a Regional Condom Distributor for businesses and organizations in the area	<input type="checkbox"/>					
How well the applicant describes its ability to conduct a minimum of 1 community event/workshop at a faith-based organization in the target area to present HIV, stigma, and the role of faith-based organizations in reducing HIV	<input type="checkbox"/>					
How well the applicant describes their ability to provide outreach and basic HIV education to a minimum of 100 people/month in the target area	<input type="checkbox"/>					
How well the applicant demonstrates their ability to enter into a Memorandum of Agreement with a Ryan White Part A Provider of outreach/linkage to care services	<input type="checkbox"/>					

Attachment III – Southern Miami-Dade County

**Enhanced Comprehensive HIV Prevention Plan (ECHPP) Scoring Sheet**

Reviewer: Please provide comments details, page found for each component. Each of the criteria for this RFP has a value from 1-5, with 5 SUPERIOR and 1 being POOR. THE MAXIMUM POINTS FOR THIS SECTION IS 15 POINTS.

Total Points:

Applicant ID

Applicant Name :

**SPECIAL PROVISIONS**

Rating	Superior	Very Good	Good	Fair	Poor	No Value
<p><b>Explanation</b></p> <p><b>POINTS</b></p> <p>How well the applicant describes their experience/capability to perform HIV testing in non-traditional areas</p> <p>How well the applicant describes their ability to connect identified individuals with a linkage worker at Take Control Events</p> <p>How well the applicant is going to identify individuals not in care while conducting outreach to promote the Take Control event (special focus on outreach to the homeless population during the day of the event)</p>	<p>Excellent capability and an outstanding approach</p> <p><b>5</b></p> <input type="checkbox"/>	<p>Above average capability and approach</p> <p><b>4</b></p> <input type="checkbox"/>	<p>Average capability and good approach</p> <p><b>3</b></p> <input type="checkbox"/>	<p>Marginal capability and some understanding of the project</p> <p><b>2</b></p> <input type="checkbox"/>	<p>Little or no direct capability or has not adequately addressed the area</p> <p><b>1</b></p> <input type="checkbox"/>	<p>No to very poor response. A clear understanding of the response is not possible</p> <p><b>0</b></p> <input type="checkbox"/>

## ATTACHMENT IV

### FINANCIAL AND COMPLIANCE AUDIT

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

#### MONITORING

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

#### AUDITS

##### PART I: FEDERALLY FUNDED

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

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by 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 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; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), 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 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

## **PART III: REPORT SUBMISSION**

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

- A. The Department of Health as follows:

[SingleAudits@doh.state.fl.us](mailto:SingleAudits@doh.state.fl.us)

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: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

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

[SingleAudits@doh.state.fl.us](mailto:SingleAudits@doh.state.fl.us)

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: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), 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@doh.state.fl.us](mailto:SingleAudits@doh.state.fl.us)

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: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), 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 OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

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

**End of Text**

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			\$ <u>                    </u>

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:

Matching resources for federal program(s) _____	CFDA# _____	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.			\$ <u>                    </u>

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

**EXHIBIT 2****PART I: AUDIT RELATIONSHIP DETERMINATION**

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

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

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

**NOTE:** If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section \_ .400 OMB Circular A-133 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

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

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

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

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

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

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

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

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

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

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

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

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. \* Enumeration of laws, rules and regulations herein is not exhaustive nor 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**

Effective April 1, 2011, 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: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), 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@doh.state.fl.us](mailto:SingleAudits@doh.state.fl.us) or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 3071.



**STATE OF FLORIDA DEPARTMENT OF HEALTH  
Attachment V**

**CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility		County	
Address		Completed By	
City, State, Zip Code		Date	Telephone

**Part I**

1. Briefly describe the geographic area served by the program/facility and the type of service provides:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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Part II. Use a separate sheet of paper for any explanations requiring more space.

6. Is an Assurance of Compliance on file with DOH? If NA or NO explain.

NA YES NO

7. Compare staff Composition to the population. Is staff representative of the population? If NA or NO, explain.

NA YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain.

NA YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO

PART II.

NA YES NO

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

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13. Are employees, applicants and participants informed of their protection against discrimination? NA YES NO

If YES, how? Verbal  Written  Poster  If NA or NO, explain.

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14. Is the program/facility physically accessible to mobility, hearing and sight-impaired individuals? NA YES NO

If NA or NO, explain.

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PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to YES NO

make any necessary modifications? If NO, explain.

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16. Is there an established grievance procedure that incorporates due process into the resolution YES NO

of complaints? If NO, explain.

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17. Has a person been designated to coordinate Section 504 compliance activities? YES NO

If NO, explain.

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18. Do recruitment and notification materials advise applicants, employees and participants of YES NO

nondiscrimination on the basis of disability? If NO, explain.

19. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired

YES NO

individuals? If NO, explain.

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

YES NO

20. Do you have a written affirmative action plan? If NO, explain.

DOH USE ONLY	
Reviewed By	In Compliance: YES <input type="checkbox"/> NO <input type="checkbox"/>
Program Office	Date Notice of Corrective Action Sent
Date	Date Response Due
On-Site <input type="checkbox"/> Telephone	Date Response Received
Desk Review <input type="checkbox"/>	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

- Describe the geographic service area such as a county, city or other locality. If the program or facility serves a specific target population such as adolescents, describe the target population. Also define the type of service provided such as inpatient health care, refugee assistance, child day care, etc.
- Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the Census containing Florida population statistics. Include the source of your population statistics. (Other races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
- Enter the total number of full-time staff and their percent by race, sex and disabled. Include the effective date of your summary.
- Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
- Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
- Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45CFR80. This is usually a standard part of the contract language for DOH recipients and their sub-grantees.
- Are the race, sex and national origin composition of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic

staff? Although some variance is acceptable, the relative absence of a particular group on staff may tend to exclude full participation of that group in the program/facility. Significant variances must be explained.

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation and also through on-site record analysis of persons who applied but were denied services or employment.
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients.
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability.
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services.
13. Programs/facilities must make information available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
14. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

Accessibility must meet or be equivalent to the standards set by the Americans with Disabilities Act. If the program or facility is not accessible to disabled persons, there must be an equally effective program available in the area where services can be obtained. Alternative service providers must be listed if the program is not accessible.

15. A self-evaluation to identify any accessibility barriers is required. The self-evaluation is a four step process:
  - Evaluate current practices and policies to identify any practices or policies that do not comply with Section 504 of the Rehabilitation Act or the Americans with Disabilities Act.

- Modify policies and practices that do not meet requirements.
  - Take remedial steps to eliminate any discrimination that has been identified.
  - Maintain a self-evaluation on file.
16. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited.
  17. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Section 504 and the ADA.
  18. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication.
  19. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services.
  20. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program.

## Attachment VI

I. Provider and DOH Mutually Agree:

A. Composition of Agreement; Entire Agreement; No Modifications Except in Writing. The total agreement between DOH and Provider on the subject matter hereof consists exclusively of the Contract, the Financial and Compliance Audit Attachment ("Audit Attachment"), the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ("Debarment"), Certification Regarding Lobbying ("Lobbying") (notwithstanding the previous clause, Debarment and Lobbying need only be attached as required by the law governing such attachments) and all other attachments and exhibits referenced herein or in the Contract. Inconsistency between the Contract and this Attachment or any other attachment or exhibit shall be governed by the Contract. The Contract, this Attachment and all other attachments and exhibits referenced in this Attachment or in the Contract may be referred to collectively as the "Agreement". The Agreement supersedes prior or contemporaneous written or oral agreements or representations on the subject matter hereof. No purported modification of the Agreement shall be valid or binding on any party unless in a writing executed by all parties. Striking of any portion by a court of competent jurisdiction does not affect the remainder.

B. Payments. Provider shall be entitled to each payment hereunder in the amount and at the time specified herein, provided Provider meets the conditions precedent to entitlement to such payment during the term hereof. Determination regarding conditions precedent is at DOH's sole discretion.

C. Termination.

1. Termination at Will. This Agreement may be terminated without cause by either party upon no less than 30 days notice unless the Provider is a state university in which case such notice is not less than 90 days. If DOH exercises this termination option, DOH shall be obligated to pay Provider for all work properly and timely performed hereunder, according to the payment provisions contained herein. DOH shall have set-off rights against such payment

obligation for the amount DOH has been damaged by any Provider breach.

2. Termination Because of Lack of Funds. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to the governor's authority. In the event funds to finance this Agreement become unavailable, DOH may, at its discretion, suspend or terminate the Agreement upon no less than 24 hours notice in writing to Provider. In the event DOH chooses to exercise this termination option, neither party hereto shall have any further rights or obligations hereunder. In the event DOH suspends this Agreement but does not reinstate it before the end of the term hereof, such suspension shall be an exercise of DOH's termination option. If DOH chooses to reinstate this Agreement prior to the end of the Agreement term, the total amount payable hereunder shall be prorated down by the percentage of the Agreement term during which this Agreement remained suspended. DOH shall be the sole authority in determining all issues as to the availability of funds.

3. Termination for Breach. DOH may, by written notice to Provider, terminate this Agreement immediately for breach of any agreement with DOH.

D. Report, Notice and Contact.

1. All reports and notices to DOH and invoices for payment should be directed to the attention of the Contract Manager. All notices to Provider and payments hereunder shall be directed to Provider's Contract Representative. In the event a different Contract Manager or Provider's Contract Representative is designated after execution of this Agreement, notice of the name and address of the new manager or representative shall be sent in writing. Provider shall keep DOH informed of its current telefax number at all times. Unless otherwise provided herein, any notice to be given hereunder shall be in writing and shall be sent by hand-delivery, overnight mail, by U.S. certified mail, postage prepaid, return receipt requested or by telefax. Any notice given by properly addressed and stamped U.S. certified mail, return receipt requested, shall be deemed to be given 3 days following the date of

mailing. Notice by overnight mail shall be deemed given 1 day after such mailing. Notice by telefax shall be deemed notice by hand-delivery.

2. When Provider is a state university, notice of termination under I.C.I. may not be delivered by telefax.

E. Term and Survival.

1. This Agreement shall begin on the latter of the Beginning Date or the date the contract is fully executed by both parties (the "Effective Date").

2. All sections of this Attachment shall survive the expiration or termination hereof with the exception of II.A., II.C.3, II.H., II.K., II.M., II.N., III.A. and III.B., as limited by 3., below.

3. III.A-B. survive only as needed to implement I.B., I.C.1-2., and II.B.1.

F. Property. Notwithstanding any other section hereof and where not prohibited under 60A-1.017, F.A.C., all right, title and interest in and to property purchased, produced or developed, in whole or in part, with funds provided hereby vests in DOH.

G. Remedies of DOH Cumulative. In addition to all remedies available to DOH hereunder, in the event Provider breaches any obligation hereunder, DOH may exercise any remedy available or provided under Florida law (all rights and remedies granted herein to DOH or available at law or equity are cumulative and not mutually exclusive).

H. Nonwaiver of Defaults. Failure of DOH to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, does not waive such default. DOH shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. No DOH waiver of any term, provision, condition or covenant hereof shall be deemed to imply or constitute a further DOH waiver of any other term, provision, condition or covenant hereof, and no payment by DOH shall be deemed a waiver of any default hereunder.

I. Governing Law; Captions. Florida law, without giving effect to its choice of law principles, governs all matters arising under or related to this Agreement. Caption headings shall be ignored in interpreting this Agreement.

J. Construction and Forum.

1. In the event of a dispute hereover, the provisions hereof shall not be more strictly construed against any party.
2. Venue for any legal actions arising herefrom is a state court of competent jurisdiction in Leon County, Florida.

K. Authority of Person Executing Agreement.

And represents the persons executing this Agreement (and any portion thereof) for the respective parties have the actual authority to do so on behalf of each party and that all actions, corporate or otherwise, necessary thereto have occurred.

II. Provider Agrees:

A. Contractual Services.

1. To provide all services (hereinafter "Services") as specified herein. Provider shall not be paid hereunder for Services for which it is paid from any other source. DOH has no obligation for Services provided before the Effective Date.
2. And acknowledges its exclusive responsibility to gather copies of any publications or other materials referenced herein, including amendments or newer editions published during the term hereof. Such referenced items and their amendments or newer editions are automatically incorporated by reference in the Agreement.

B. Invoices and EFT.

1. To forfeit all right to payment for invoices not received by DOH within 45 days after completion or termination hereof.
2. Any payment due hereunder may be withheld until DOH approves:
  - a. All Provider reports; and
  - b. Provider's plan for and actual disposition of confidential information generated under this Agreement.
3. If electronic fund transfer (EFT) is required under this Agreement, authorization forms and sample bank letter are available from DOH. Questions should be directed to the Comptroller's

EFT section (850.410.9466). This paragraph is for notice purposes only.

C. Laws and Regulations.

1. If this Agreement provides for payment of federal funds exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, and the Water Pollution Control Act, as amended. 40 CFR 35.6595
2. To comply with, and complete any forms required under, all laws, statutes, ordinances, codes, and regulations of the United States, this State and, where relevant, counties and municipalities, whether or not such laws, statutes, ordinances, codes, regulations and forms are referenced herein.
3. To incorporation by reference of §287.058(1)(a-i), F.S.
4. If this contract funds purchases or improvements to real property, Provider grants DOH a security interest to the value of such funding for at least 5 years from the date of the purchase or the completion of the improvements or as otherwise required by law and shall effectuate the security interest as required by law.
5. If determined a recipient or sub-recipient under the Audit Attachment, to:
  - a. Submit a financial report stating, by line item, all expenditures made as a direct result of services provided through the funding hereof, accompanied by a statement signed by an individual with legal authority to bind Provider certifying that these expenditures are true, accurate and directly related to this contract, within 45 days of:
    - i. Each anniversary of the beginning hereof during the contract term; and
    - ii. The expiration or termination hereof.
  - b. Treat funding exceeding expenditures as overpayment under I.1, below.

D. Monitoring. To, consistent with applicable state and federal law:

1. Ensure clients, personnel and all items referenced in the Audit Attachment, as well as any other resources necessary to effect this monitoring, and work records of those persons selected to, or filling, the staffing requirements hereof are available and subject at all times to inspection, review, and/or audit by the federal government, DOH, the

- Comptroller, the Auditor General or their agents (all books, records, and documents [including electronic storage media] shall be maintained in accordance with generally accepted accounting principles);
2. Upon DOH request, duplicate and transfer to DOH the records or documents (referenced under 1, above), during the required retention period; and
  3. Where Provider is a state university, following any monitoring finding deficiency by DOH, DOH shall notify Provider in a writing specifying such deficiencies and providing Provider an opportunity within a stated time period to rectify such deficiencies or provide DOH a reasonable and acceptable justification for not correcting such.

E. Indemnification.

1. To indemnify, defend, and hold the State, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Provider, its employees and agents, including, but not limited to, patent, copyright, or trademark infringement, relating hereto, as well as for any determination, arising out of or related hereto, that Provider or Provider's employees, agents, subcontractors, assignees or delagees are not independent contractors vis-à-vis DOH. This Agreement is neither waiver of sovereign immunity nor consent by a state agency or political subdivision to suit by third parties.
2. And acknowledges its inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify within 7 days after notice from DOH. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable shall excuse performance of this obligation. Provider shall pay all costs and fees related to this obligation including DOH enforcement.
3. Where Provider is a state university, Provider agrees solely to the following indemnification clause: To be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. This Agreement is

neither waiver of sovereign immunity nor consent by a state agency or political subdivision to suit by third parties.

#### F. Insurance.

1. To maintain adequate liability insurance coverage on a comprehensive basis which coverage shall be in force at all times during the term hereof.
2. Upon Provider's execution hereof, unless a state agency or subdivision as defined by §768.28, F.S., to furnish DOH with written evidence, acceptable to DOH, of the existence and extent of such insurance coverage. This section does not limit DOH's right to require additional insurance through other terms of this or any other Agreement nor shall DOH's acceptance of written evidence of insurance coverage limit or release Provider of any responsibility hereunder.
3. If a county or municipality, to furnish to DOH written verification of coverage in accordance with §768.28, F.S.
4. If a state university, to furnish to DOH the following: (Insert Provider Name) certifies it maintains general and professional liability protection coverage through the Florida Casualty Insurance Risk Management trust fund, established pursuant to §284.30, F.S., and administered by the State of Florida, Department of Insurance, or through (insert name of self insurance program or mark as "n/a" as appropriate) self insurance programs created pursuant to §1004.24, F.S. Such protection is as described in §768.28, F.S.

G. Safeguarding Information. To follow professional standards of practice and state and federal law with respect to client confidentiality in a manner consistent with or exceeding the requirements of DOH Information Security Policies, Protocols and Procedures, 1999-2000, as amended.

#### H. Assignments and Subcontracts.

1. To neither assign nor delegate any rights or obligations hereunder, nor subcontract any of the Services contemplated hereunder, absent DOH's prior written approval. No approval shall waive Provider's ultimate responsibility for the performance of all the terms and conditions hereof nor shall approval be deemed in any way to provide for the incurring of any obligation of DOH to the

assignee, delagee or subcontractee or to increase DOH's obligations above the Contract Amount. Assignments, delegations or subcontracts shall be subject to the terms and conditions hereof (except as may otherwise be provided herein) and to any conditions of approval DOH deems necessary.

2. To provide a monthly Minority Business Enterprise report to the Contract Manager which shall include the names, addresses, dollar amounts and otherwise summarize the participation of each certified and non-certified minority subcontractor/material supplier for that month and for the Agreement to date.
3. The Office of Supplier Diversity (850.487.0915) has names of qualified minorities; questions on 2. above may be directed to DOH Minority Coordinator (850.245.4199). This paragraph for notice purposes only.

#### I. Return of Funds.

1. To return to DOH any overpayment or funds disallowed pursuant to the terms hereof disbursed to Provider. Funds paid on a calendar basis shall, upon termination pursuant to I.C., be prorated with any remainder returned to DOH as an overpayment. Additionally, Provider shall return to DOH any and all funds paid pursuant hereto for Services for which Provider has received payment from any other source(s) including other sources within DOH. All of the above-referenced funds shall be considered DOH funds. The return shall be due within 45 days following the sooner of completion or termination hereof or 10 days after the overpayment is discovered by either party. Provider shall pay interest on such funds at the rate set under §55.03, F.S., from the date the return is due through the date the funds are fully paid. DOH, at its exclusive discretion, may collect such DOH Funds and interest by reducing payment for invoices under this or any other DOH agreement with Provider.
2. If a state university, as an alternative to 1., above, upon notice of the overpayment from DOH, to promptly inform DOH whether Provider agrees such amount is an overpayment. If repayment is not be made within 40 calendar days after the date of notification and such amount is undisputed, DOH has Provider's authority to instruct the State Comptroller's office to transfer the

overpayment amount from the relevant state university account to DOH.

#### **J. Intellectual Property.**

1. Patents, copyrights and trademarks arising, developed or created in the course or as a result of Services or in any way connected herewith are the property of DOH and nothing resulting from Services or provided by DOH to Provider as a result hereof may be reproduced, distributed, licensed, sold or otherwise transferred without prior written DOH permission.
2. If a state university, 1., above, does not apply and the following controls: Absent DOH's explicit notification to Provider herein of particular property to be produced hereunder that DOH intends to retain exclusive rights to copyright, trademark or patent, Provider shall have the right to apply for copyright, trademark or patent on any property, created, developed or invented as a result hereof. Any action taken by the provider in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the provider to the Department of State in accordance with §1004.23, F.S. Provider shall supply DOH a copy of such property and grants all state agencies a nonexclusive, royalty free and irrevocable license to reproduce, publish and use such property for government purposes. If this Agreement contains federal funds, Provider grants the federal awarding agency, for federal government purposes, the same rights it grants state agencies.

K. Reports of abuse, abandonment or death of children, disabled adults or elderly persons. To comply directly and through its employees and agents with Chapters 39 and 415, F.S., in reporting abuse, abandonment, neglect, exploitation or death, as relevant, of children, disabled adults and elderly persons served directly or indirectly hereunder (1-800-96ABUSE) and relay such report to the Contract Manager within 24 hours of the making thereof. The above telephone number for notice purposes only.

L. Transportation Disadvantaged. To comply with Ch. 427, F.S., Chapter 41-2, FAC., and DOH Accounting Manual Vol. 10, Ch. 27, on client transportation.

M. Purchasing.

1. Pride To purchase articles which are the subject hereof or required herefor from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the manner and under the procedures set forth in §946.515(2) and (4), F.S. For purposes hereof Provider shall be deemed substituted for DOH for dealings with PRIDE. The preceding sentence shall be construed to mean solely that if DOH would be obligated to purchase the property necessary hereunder from PRIDE, Provider shall be obligated to purchase such property from PRIDE. This clause does not apply to Provider's subcontractors unless otherwise required by law.

2. MyFloridaMarketPlace

a. And represents either exemption from or registration in MyFloridaMarketPlace. Rule 60A-1.030(3), F.A.C.

b. Unless exempt, to pay a 1% Transaction Fee from the payments received from DOH hereunder to the State as follows:

i. For payments within the State accounting system (FLAIR or its successor), to automatic deduction of the Transaction Fee from such payments; or,

ii. Where i. is not possible, to pay the Transaction Fee and issue accompanying reports pursuant to subsection 60A-1.031(2), F.A.C. By Provider's submission of these reports and corresponding payments, Provider certifies their correctness and agrees to audit thereof by the State or its designee.

iii. That the Transaction Fee may only be adjusted, and Provider credited, for items returned to the Provider through no fault, act, or omission of Provider.

iv. That the Transaction Fee shall not be adjusted for items rejected, returned, or declined by DOH due to Provider's noncompliance with the Agreement.

c. Failure to comply with requirements a. and b. are grounds for declaring Provider in default and recovering procurement costs from Provider in addition to all outstanding fees.

DELINQUENCY IN PAYMENT OF TRANSACTION FEES MAY RESULT IN EXCLUSION FROM FUTURE BUSINESS WITH THE STATE.

N. Civil Rights Certification. To comply with DOH publication "Methods of Administration, Equal Opportunity in Service Delivery."

O. Withholdings and Other Benefits: Provider's Independent Capacity.

1. This Agreement creates no DOH obligation to pay or furnish:

- a. Social security or income tax withholdings;
- b. Retirement, health or leave benefits; or
- c. Services of support normally available to state employees (e.g., office space, office supplies, telephone service, secretarial, or clerical support).

2. And represents:

- a. It shall not bind, nor represent to third parties it has the authority to bind, DOH.
- b. That Provider and Provider's employees, agents, subcontractors, assignees and delagees are, and shall behave in all matters arising out of or related hereto, independent contractors.

P. Sponsorship. Notices, pamphlets, releases, advertisements, descriptions of sponsorship of the program research reports, and similar public notices by or for Provider arising or resulting herefrom shall comply with §286.25, F.S.

Q. Lobbying, Fundraising and Program Income. To comply with the prohibitions against expenditures of contract funds to lobby the Legislature or a state agency. §§11.062 and 216.347. F.S. Fund raising activities shall not be charged to, or reimbursed from, any DOH contract proceeds. Program income is DOH funds under II.I., except that, at DOH's sole discretion, program income may be used to fund additional Services. "Program income" means Provider's gross income directly generated by a grant supported activity, or earned as a result hereof during the term hereof. If any payment due hereunder results directly from a budget line item submitted by Provider and Provider's actual costs/expenditures are less than the amount budgeted, the resulting difference is "program income."

R. Staff, Facilities and Equipment.

To maintain sufficient staff, facilities and equipment to deliver the Services described herein, and immediately notify DOH whenever Provider is unable or is going to be unable to provide the required quality or quantity of Services.

S. Time of Essence Regarding Obligations of Provider, all Breaches Material. Time is of the essence with regard to each and every obligation of Provider contained herein. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) is a material breach hereof.

T. Convicted and Discriminatory Vendors Lists. Undersigned, on behalf of himself/herself, Provider, and any affiliate thereof, represents there is no placement on either the convicted vendor or discriminatory vendor lists prohibiting this Agreement. §§287.133-134, F.S.

U. E-Verify. To utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

III. DOH Agrees:

A. Contract Amount. To pay no more than the Contract Amount for Services.

B. Contract Payment. Payment is due and owing upon the latter of:

1. DOH receipt of a properly completed invoice; or
2. DOH approval of Services. Unless otherwise specified herein, DOH has 5 working days to inspect and approve Services. Vendors with problems in timely payment(s) hereunder may contact the Comptroller's Hotline (800.848.3792). The previous sentence is for notice purposes only.

