

**FLORIDA DEPARTMENT OF  
HEALTH**



**REQUEST FOR APPLICATIONS  
(RFA)  
FOR  
The Minority AIDS Initiative Program  
RFA NUMBER: 18-011**

**Applicant Name:** \_\_\_\_\_  
**Applicant Mailing Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Federal Employer Identification Number (FEID):** \_\_\_\_\_  
**Category Applying for):** \_\_\_\_\_

**I hereby certify that my organization, its employees, and its principals agree to all of the terms, conditions provisions and specifications during the procurement process and any resulting Contract, including those contained in the Standard Contract.**

**Signature of Applicant's Authorized Representative:** \_\_\_\_\_  
**Printed (Typed) Name and Title:** \_\_\_\_\_

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

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## Section 1.0 Introduction

### 1.1 Statement of Purpose

The state of Florida, Department of Health (Department), is issuing this Request for Application (RFA) to solicit Applications from qualified Applicants capable of providing outreach services to Department identified HIV-infected minorities with a high viral load (>100,000 copies/ml), provide extensive case management services, linkage to and re-engagement in care, patient navigation services and linkages to the Department's AIDS Drug Assistance Program, for medication assistance to achieve viral suppression. Applicants may submit an Application for either Category 1, Antiretroviral Treatment and Access to Services (ARTAS) or Category 2, Linkage and Medication Adherence Strategy. Applicants may only submit one Application for consideration under this RFA.

### 1.2 Procurement Objective

The Department may make a single award, multiple awards, or no awards, as determined by the Department to be in the best interest of the State. If more than one Contract is awarded, then the use of the terms "Contract," "Provider," "Application," and "Applicant" includes the plural when applicable. The contract award will be determined by the Department in accordance with the terms of this RFA. The Department reserves the right to negotiate budgetary changes with the Applicant prior to Contract award. In this case, the applicant may decline the modified contract award or may request a commensurate modification in its awarded Contract. The receipt of Applications does not imply or guarantee that any one or all qualified Applicants will be awarded a contract with the Department.

**1.3 Legal Authority:** This program is authorized by section 381.0042, Florida Statutes (F.S.); and is exempt from competitive procurement pursuant to section 287.057(3)(e)5, F.S.

### 1.4 Available Funding

The Department has approximately \$1,000,000.00 of available funding for this RFA. Contract awards will range from \$100,000.00 to \$150,000.00 for each Provider. The number of Contract awards will depend upon the amount of funds available and the evaluation scoring process. Subject to future availability of funds there may be up to a 30% increase in individual program amounts during the contract term. The Department will disburse funds through a fixed price or cost reimbursement contract, which will be determined at the Department's sole discretion. All invoices will be due 10 days after the end of each the billing period. A quarterly expenditure report must accompany the June, September, December and March invoices, outlining the total funds expended to date.

### 1.5 Definitions

The following definitions apply to this Request for Applications:

- a. **AIDS Drug Assistance Program (ADAP):** A statewide prescription medication program that provides medication to qualified uninsured or underinsured individuals living with HIV. provide stable and accessible treatment for qualified individuals with HIV disease.
- b. **Adherence:** The extent to which a person's behavior - taking medication, following a diet, or making

healthy lifestyle changes - corresponds with recommendations from a healthcare provider.

- c. **Acquired Immunodeficiency Syndrome (AIDS):** A condition that exists when a person has tested positive for HIV and has one or more of 26 listed opportunistic illnesses/infections and/or a T-cell count of 200 or less per micro-liter of blood.
- d. **Administrative Cost:** In accordance with the HRSA Ryan White Part B Manual (<https://hab.hrsa.gov/sites/default/files/hab/About/RyanWhite/habpartbmanual2013.pdf>), allowable administrative cost at the subrecipient level that are associated with usual and recognized overhead activities, including established indirect rates. This cost also includes management oversight of specific programs funded under Ryan White HIV/AIDS Program Part B, and program support such as quality assurance, quality control, and related activities.
- e. **Allowable Cost:** Specific services to be provided that include comprehensive core medical and support services for individuals with HIV disease as described in the attached Budget Summary.
- f. **Antiretroviral Therapy (ART):** Medications taken daily by clients to treat HIV infection in order to suppress the virus and stop the progression of the disease.
- g. **Applicant:** An organization with 501(c)3 status, that are community-based organizations, community health centers and federally qualified health care centers that provide HIV prevention and care services, located in Broward, Duval, Hillsborough, Miami-Dade, Orange, and Palm Beach counties willing to implement an outreach, education, and linkage program through the Minority AIDS Initiative (MAI).
- h. **Application:** The document submitted by an Applicant in response to this RFA.
- i. **Antiretroviral Treatment & Access to Services (ARTAS):** This is a linkage intervention for case management based on the strengths and abilities of the client. The client has a maximum of five face-to-face contacts with the ARTAS Care Coordinator within 90 days from the date of the client's initial enrollment into the intervention, with the ultimate goal of learning to independently navigate the medical care system.
- j. **Care Coordinator:** An individual trained in the ARTAS intervention who assists clients with the coordination of medical care and treatment.
- k. **CAREWare:** An electronic health and social support services information system for Ryan White HIV/AIDS Program grant recipients and their service Providers.
- l. **Centers for Disease Control and Prevention (CDC):** A federal agency within the United States (U.S.) Department of Health and Human Services established to protect public health and safety through the control and prevention of disease.
- m. **Collaboration:** Working with another person, organization, or group for mutual benefit by exchanging information, sharing resources, or enhancing the other's capacity, often to achieve a common goal or purpose.
- n. **Continuum of HIV Care:** A model that outlines the sequential steps or stages of HIV medical care that

people living with HIV go through from initial diagnosis to achieving the goal of viral suppression and shows the proportion of individuals living with HIV who are engaged at each stage.

- o. **Contract:** The formal agreement that results from this procurement, if any, between the Department and Provider.
- p. **Essential Support Services:** Services designed to improve engagement in HIV prevention or care and improved health outcomes. Essential support services may include but are not limited to: Mental health counseling and services; substance abuse treatment and services; housing; transportation services (to and from HIV prevention and essential support services and HIV medical care appointments); employment services; basic education continuation and completion services; violence prevention services; educational services for hormone replacement therapy and sex reassignment procedures.
- q. **Health Resources and Services Administration (HRSA):** The agency of the U.S. Department of Health and Human Services (HHS) that administers various primary care programs for the medically underserved, including the Ryan White HIV/AIDS Program
- r. **Human Immunodeficiency Virus (HIV):** The retrovirus that occurs in two types—HIV-1 and HIV-2. Both types are transmitted through direct contact (e.g., through sexual intercourse or sharing injection drug equipment) with HIV-infected body fluids, such as blood, semen, and genital secretions, or from an HIV-positive mother to her child during pregnancy, birth, or breastfeeding. This retrovirus can lead to AIDS, if not treated.
- s. **Incentive:** A type of reward (e.g., food coupons or transportation vouchers) given to encourage healthy lifestyles, disease prevention behaviors, and/or patient compliance with medical treatment. If using food coupons, the monetary value cannot exceed per diem meal allowances each day per section 112.061(12), F.S.
- t. **Linkage:** Actively assisting clients with accessing needed services through a time-limited professional relationship. The active assistance typically lasts a few days to a few weeks and includes a follow-up component to assess whether linkage has occurred. Linkage services can include assessment, supportive counseling, education, advocacy, and accompanying clients to initial appointments.
- u. **Linkage to care:** This occurs when a patient is seen by a health care provider (e.g., physician, a physician's assistant, or nurse practitioner) to receive medical care for their HIV infection, usually within a specified time frame (i.e., 30 days for all newly diagnosed individuals). Linkage to medical care can include specific referral to care service immediately after diagnosis and follow up until the person is linked to long-term case management.
- v. **Minority AIDS Initiative (MAI) Grant:** A grant awarded under the Ryan White Care Act to provide education and outreach for the purpose of linking HIV-positive minorities to medical care and the Department's ADAP program.
- w. **MAI Program:** Addresses health related disparities in racial and ethnic minority communities by funding outreach efforts to identify and link persons living with HIV to medical care and treatment.
- x. **Medication Adherence:** The extent to which patients take their medication as prescribed by their doctors.

- y. **Minority:** a distinct group of people that differ culturally, ethnically or racially from the majority of the population.
- z. **Minority Organization:** A minority-owned organization is a non-profit enterprise, regardless of size, physically located in the state of Florida, which is owned, operated, and controlled by racial/ethnic minority group members. Minority group members are United States citizens who are black, Hispanic, Asian, Native American, or Alaskan Native. Ownership by minority individuals means the business is at least 51% owned by such individuals, board of directors, or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members.
- aa. **Minor Irregularity:** As used in the context of this procurement, indicates a variation from the RFA terms and conditions which do not give the Applicant an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.
- bb. **National HIV/AIDS Strategy for the United States: Updated to 2020 (NHAS):** A comprehensive plan focused on reducing HIV incidence, increasing access to care and optimizing health outcomes, and reducing HIV-related health disparities. This plan is located at: <https://files.hiv.gov/s3fs-public/nhas-update.pdf>.
- cc. **Non-medical Case Management:** A range of client-centered activities focused on improving access to and retention in needed core medical and support services.
- dd. **Outreach:** A process of engaging face-to-face with high-risk individuals in their own neighborhoods or venues where they typically congregate to provide HIV related testing and treatment, health information and education, referrals and linkage to services, and recruitment for other prevention interventions and/or services. Outreach is often conducted by peers, paraprofessional educators, and/or community health workers.
- ee. **People Living with HIV/AIDS (PLWHA):** Any persons diagnosed with HIV or AIDS, including infants and children.
- ff. **Prevalence:** The total number of cases of a disease in a given population at a particular point in time. HIV/AIDS prevalence refers to persons living with HIV, regardless of time of infection or diagnosis date. Prevalence does not give an indication of how long a person has had a disease and cannot be used to calculate rates of disease. It can provide an estimate of risk that an individual will have a disease at a point in time.
- gg. **Previously Diagnosed HIV Infection:** HIV infection in a person who meets either of the following criteria: 1) self-reports having previously tested HIV positive; or 2) has been previously reported to the health department's surveillance registry as being HIV positive.
- hh. **Priority Population:** For the purposes of this RFA, priority populations include African-American, Latinx, Asian-Americans, American Indians/Alaska Natives, Native Hawaiians and Pacific Islanders
- ii. **Provider:** An entity awarded a contract pursuant to the terms of this RFA
- jj. **Retention:** Remaining connected to medical care after initial linkage for a defined period of time. The process of helping HIV-positive patients/clients keep their scheduled medical appointments.

- kk. **Ryan White Care Act:** Provides federal funding to improve the quality and availability of care for medically underserved individuals and families affected by HIV/AIDS.
- ii. **Ryan White Case Management:** As a range of client-centered services that link clients with health care, psychosocial, and other services provided by trained professionals, including both medically credentialed and other health care staff.
- jj. **Vendor Bid System (VBS):** Refers to the State of Florida internet-based vendor information system at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)
- kk. **Viral Load:** A measurement of the number of copies of HIV per mL of blood.
- ll. **Viral Suppression:** The process of suppressing or reducing the function and replication of a virus.

## **SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE, AND CONSTRAINTS**

### **2.1 Point of Contact**

The Point of Contact assigned to this procurement (RFA) is:

Florida Department of Health  
 Office of Contracts  
 Email: [RequestforApplication@flhealth.gov](mailto:RequestforApplication@flhealth.gov)

**\*\*\*\*\*ALL EMAILS TO THE POINT OF CONTACT MUST CONTAIN THE PROCUREMENT NUMBER IN THE SUBJECT LINE OF THE EMAIL\*\*\*\*\***

### **2.2 Term**

The contract period will be three years from the date of contract execution. The contract is anticipated to begin November 1, 2019 and ending October 31, 2022. Contracts resulting from this RFA will be for a period of three years, based on the annual funding availability identified in **Section 1.4**. Applicants receiving a contract under this RFA will be required to submit an annual budget to the contract manager by February 1 of every year.

### **2.3 Renewal**

The Contract resulting from this procurement may be renewed. Renewals may be made on a yearly basis for no more than three years beyond the initial contract, or for the term of the original contract, whichever is longer. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

## 2.4 Timeline

Schedule	Due Date	Location
Request for Applications Released and Advertised	<b>8/28/19</b>	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>
Submission of Written Questions	<b>Must be received PRIOR TO: 9/6/19</b>	Submit questions by email with the subject heading “RFA#18-011 Questions” to <a href="mailto:RequestforApplication@flhealth.gov">RequestforApplication@flhealth.gov</a> .
Answers to Questions Posted on website <b>(ANTICIPATED DATE)</b>	<b>9/12/19</b>	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>
Applications due (no faxed or e-mailed applications)	<b>Must be received by Monday, 9/16/2019 , 3:00:00 p.m. EST</b>	To upload your application, go to the Department of Health RFA Automated System: <a href="https://requestforapplications.floridahealth.gov">https://requestforapplications.floridahealth.gov</a> .
Anticipated evaluation of applications	<b>9/20/2019</b>	Review and Evaluation of Applications Begins
Anticipated award date	<b>10/9/2019</b>	Department of Health Grant Funding Opportunities Website: <a href="http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>

## 2.5 Questions

Questions related to this procurement must be received, in writing via email as specified in **Section 2.4**. Verbal questions or those submitted after the period specified in **Section 2.4** will not be addressed. Responses to all written inquiries will be posted on the Department’s website: <http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html>.

## 2.6 Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the RFA during the procurement process, a written addendum will be posted on the Department’s website: <http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html>.

If the addendum alters the scope or specifications of the procurement, the Applicant will be required to sign the addendum acknowledging the changes and return it with the Application submittal. It is the responsibility of the Applicant to be aware of any addenda that might affect this RFA or their Application.

## **2.7 Basis of Award**

The Department reserves the right to accept or reject any or all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Application. Selection or rejection of an Application will not affect this right.

Applications that do not meet all requirements, specifications, terms, and conditions of this procurement or that fail to provide all required information, documents, or materials may be rejected as non-responsive. Applicants whose Applications, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected. The Department may request additional information pertaining to the Applicant's ability and qualifications to accomplish all services described in this RFA as deemed necessary during the procurement process or after Contract award.

## **2.8 Identical Scoring Outcomes**

In the event that the Department's evaluation results in identical scoring outcomes between two or more Applicants, the Department will provide the **Identical Tie Certification Form** to the affected Applicants for completion to certify their statutory qualifications for a preference in order to break the tie.

## **2.9 Modifications and Withdrawal**

An Applicant may modify or withdraw its Application at any time prior to the submittal deadline, as specified in **Section 2.5**, by submitting a request to the Point of Contact. Requests for modification or withdrawal of a submitted Application must be in writing and signed by an authorized signatory of the Applicant. Upon receipt and acceptance of such a request, the entire Application will be returned to the Applicant and will not be considered unless resubmitted by the Application due date and time.

## **2.10 Federal Excluded Parties**

In order to comply with Federal grant requirements, and determining Provider responsibility in accordance with sections 287.057, F.S., and Rule 60A-1.006(1), Florida Administrative Code, an Applicant or its subcontractor(s) that, at the time of submitting a Application for a new Contract or renewal of an existing Contract is on the Federal Excluded Parties List, is ineligible for, may not submit an Application for, enter into, or renew a Contract with an agency for goods or services, if any federal funds are being utilized.

## **2.11 Disclosure of Application Contents**

All documentation produced as part of this RFA will become the exclusive property of the Department and will not be returned to the Applicant. Applications received by the Department may be disclosed pursuant to a public records request, subject to any confidentiality claims and timeframes identified in section 119.07(1)(b), Florida Statutes.

## **2.12 Contract Formation**

The Department will enter into a Contract with the awarded Provider pursuant to Section XXX, Basis of Award. The Contract will incorporate the terms of the Provider's Application, the Department's Standard Contract, and this Request for Application.

## SECTION 3.0 INSTRUCTIONS FOR APPLICATION SUBMITTAL

### 3.1 Application Format

- a. The title page must be signed and used as the cover of the Application.
- b. Applications, along with all supporting documents, must be included in one electronic filing.
- c. The original must be signed by an individual authorized to act for the Applicant and to assume for the organization the obligations imposed by the terms and conditions of the RFA.
- d. All pages must be numbered, singled spaced, and have one-inch margins.
- e. Use Arial or Times New Roman (12 point) font.

### 3.2 Application Labeling

The submitted Application must be labeled as follows:

RFA No.: 18-011

The Minority AIDS Initiative Program

Due: **Monday, 9/16/2019, 3:00:00 p.m. EST**

Applicant's Name:

Application for Category \_\_\_\_\_

### 3.3 Instructions for Submittal

- a. Applicants must complete, sign, and return the "Title Page" with the Application submittal.
- b. Applications must be submitted as specified in Section 2.4., the Timeline.
- c. The Department is not responsible for improperly marked Applications.
- d. It is the Applicants responsibility to submit its Application at the proper place and time indicated in Section 2.4., the Timeline.
- e. The Department's clocks will provide the official time for Application receipt.
- f. Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the Application.
- g. Applicants are required to submit the electronic application, via the Florida Department of Health RFA Automated System, as follows:
  - The 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.

- The naming convention of the application must follow this format: RFA#-Provider Name-Program Specific Information (Example: RFA18-001-Elimination Inc-Closing the Gap).
- The application must be uploaded into the system by the deadline stated in the Timeline.
- To upload the application, go to <https://requestforapplications.floridahealth.gov/>. Click the drop-down menu to select the applicable RFA.
- To upload a document for the first time, select Browse, click to choose file(s), then click Upload.
- One or more files may be uploaded at one time. Accepted file types are .pdf, .xls, .xlsx, .doc, and .docx only.
- To upload multiple files, click the keyboard's Ctrl key and select the files. Zero-byte files will be ignored. For the submitted document(s), each file's size must not exceed 28MB.
- To replace a previously uploaded document, select Overwrite from the Upload Type drop-down menu. You must enter the session key received with your initial submission confirmation. Click Browse to choose the updated file(s), then click Upload. **Note: In order to properly overwrite the previous upload, the updated file(s) must have the exact same file name as the document(s) being replaced.**

Applicants are encouraged to submit applications early. The applicant must click the Upload button prior to the deadline time in order to receive a successful confirmation. Once the deadline time has passed, the system will no longer offer an option to upload documents for the applicable RFA.

Applicants with inquiries regarding the electronic upload process via the automated system may contact [RequestforApplication@flhealth.gov](mailto:RequestforApplication@flhealth.gov).

### 3.4 Content of Response

It is a mandatory requirement of this RFA that the Application contain all the documents and information listed below. The Applicant must organize the contents of its Application as follows:

- a. Page One: Cover Page (One Page Limit)- Applicant must use the first page of this RFA as the title page. Applicant is required to include the following information:
  - 1) Applicant Name (Legal Name of the Organization)
  - 2) Area/County to be Served
  - 3) Annual Funding Amount Requested
  - 4) Name of Contact Person
  - 5) Applicant Mailing Address (including City, State and Zip code)
  - 6) Telephone Number(s), Fax Number
  - 7) Email Address of Contact Person
  - 8) Applicant Federal Employer Identification Number (FEID)
  - 9) Authorized Signature (person submitting the application on behalf of the applicant)
  - 10) Authorized Name and Title (person submitting the application on behalf of the applicant)

- b. Page Two: Table of Contents (one-page limit) that includes page numbers identifying the following sections of the Application.
- 1) Cover Page
  - 2) Table of Contents
  - 3) Project Summary
    - a. Statement of Need
    - b. Program Proposal
    - c. Staffing and Organizational Capacity
    - d. Collaborations with selected community partners (e.g, CHD, community based organizations)
    - e. Evaluation Plan
  - 4) Budget Summary and Budget Narrative
  - 5) The following information:
    - a. Organizational Chart
    - b. Copy of Current Certificate of Incorporation
    - c. Documentation showing non-profit or 501(c)(3) designation
    - d. Copies of key personnel's resumes
    - e. Current roster of board of directors, including name, address and telephone numbers
    - f. MOAs/MOUs with county health department(s) in the service areas in which the proposed services will be provided, outlining any partnerships, referral agreements, and collaborations. Agreements should be signed by the CHD Administrator or Health Officer, or a designee.
    - g. MOAs/MOUs from other key partners with whom the applicant will work to accomplish the proposed project as specified in Section 3.5, Collaborations
    - h. Letter from local planning chair confirming membership of agency personnel identified as members of the planning partnership
    - i. Letters of support (limit 10 letters)
    - j. Minority Organization Status documentation as defined in Section 1.1, Definitions
- c. Page Three- Project Summary: Applicants must provide a summary of the proposed project. The project summary must be limited to one page and identify the following information:
- 1) Purpose of the project
  - 2) Priority population(s) to be served
  - 3) Proposed implementation components
    - a) Targeted areas for the proposed services
    - b) Types of services offered
    - c) Manner of service delivery
    - d) Expected outcomes
    - e) Total annual amount requested
- d. Page Four through Twenty-Four- Project Narrative (20 Page Limit): The Project Narrative must include the following information:

- 1) **Statement of Need (Two Page Limit):** The statement of need must describe the priority populations/areas and the factor that contribute to the need for delivery of services in those areas. Describe other programs in the targeted area that provide similar services and how the proposed program will enhance, without duplicating, existing services in the area that serve the targeted population.
- 2) **Program Proposal (10 Page Limit):** Describe the applicant's approach to accomplishing the activities related to the selected service category. Applicants shall respond, in narrative form, to required proposal content. The applicant must address how they plan to deliver services in a culturally and linguistically appropriate manner for the selected priority population(s). Applicants must also address how they plan to refer or provide mental health or substance abuse treatment services to the selected priority population(s).

Applicants should demonstrate how they will identify minority clients newly-diagnosed with HIV or who have fallen out of care and assist them in obtaining medical care/treatment, enrollment in ADAP, and receive related support services that help them remain in care. Program outcomes must align with the National HIV/AIDS Strategy for the United States and Florida's Integrated HIV Prevention and Care Plan 2017—2021 goals and objectives, as outlined below.

NHAS Goal 2: Increase access to care and improve health outcomes for persons living with HIV (PLWH)

Objective 2.1: By December 31, 2021, reduce the number of HIV-related resident deaths from 878 (2014) to 762.

Objective 2.2: By December 31, 2021, increase the proportion of PLWHAs linked to care (ever in care) from 90% (2014) to 96%.

Objective 2.3: By December 31, 2021, increase the proportion of PLWHAs retained in care from 64% (2014) to 90%.

Objective 2.4: By December 31, 2021, increase the proportion of PLWHAs with a suppressed viral load (<200 copies/mL) from 58% (2014) to 80%.

Objective 2.5: By December 31, 2021, increase the proportion of ADAP clients with a suppressed viral load (<200 copies/mL) from 89% (2014) to 94.

In addition, agencies funded through this RFA will:

- Focus HIV prevention efforts and outreach in minority communities and areas where HIV is most heavily concentrated to achieve the greatest impact in decreasing the risks of acquiring HIV.
- Use the ARTAS intervention or other proposed care medication adherence program to promote linkage to, adherence to, and retention in medical care with the intent to improve health outcomes for people living with HIV by linking them to quality care and other prevention and social services.
- Increase access to treatment through ADAP or other patient assistance program for racial and ethnic minority minorities
- Increase awareness and educate minority communities about the transmission of HIV and how to prevent it.

- Reduce HIV-related health disparities and promote health equity.
- a) Applicants must describe the applicant’s approach to accomplishing the activities related to the selected service category.

### **1. Category 1 – Antiretroviral Treatment and Access to Services (ARTAS)**

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

ARTAS is based on SBCM. It incorporates a strengths-based approach into the primary functions of case management, and includes:

**Assessment:** Obtaining relevant information from the presenting client’s needs, internal and external resources, and desires and proposed outcomes of their participation.

**Planning:** Mutually agreeing on goals and objectives, planning activities to address the clients’ needs, and developing strategies that help the clients help themselves.

**Linkage:** actively connecting clients to needed services and resources to address clients’ needs.

**Monitoring:** Systematically assessing how well clients are meeting their objectives and reaching their goals within the timeline proposed in the plan.

**Advocacy:** Providing the client support that encourages and influences desired change.

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

Eligible clients should be within 6–12 months of receiving an HIV-positive diagnosis. During the face-to-face contacts, the CC builds a relationship with

the client. The client, focusing on his/her self-identified strengths, creates an action plan with specific goals, including linking to medical care. The main goal of the MAI-ARTAS program is to identify minorities living with HIV and link them to medical care and treatment, including ADAP. To accomplish this goal, successful applicants will adhere to the standards and guidelines of the ARTAS intervention. Clients enrolled in ARTAS can last up to five sessions over a 90-day period or until the client is linked to medical care. Although enrollment in ARTAS may last up to 90 days, the Department's Standard of Care guidelines require clients to be linked to medical care within 30 days. Not every client will complete all five sessions; for those that do, the sessions should be structured as outlined in Attachment 6.

## **2. Category 2 – Linkage and Medication Adherence Strategy**

Applicant may opt to implement an adapted linkage and medication adherence strategy designed to link racial and ethnic minorities to care.

Applicants must clearly describe the strategies and components that will be used to identify individuals living with HIV not accessing medical care and the strategies used to link them to medical care and treatment. Under this category, applicants will be required to:

- Link newly diagnosed HIV-positive persons to HIV medical care within 30 days of diagnosis.
- Link or re-engage previously diagnosed out-of-care HIV-positive persons to HIV medical care.
- Link or re-engage newly or previously diagnosed, out-of-care HIV-positive pregnant women to HIV medical care and prenatal care (if not actively engaged).

In addition, applicants must describe their linkage to HIV medical care process which details the following: staff responsible; organization linkage to care process and timeframes; providers associated with the linkage to care program; and a process for securing multiple communication methods to contact clients. Program components should include, but are not limited to the following:

1. Develop and implement an outreach plan to enroll persons living with HIV into the case management program
2. Enhance linkage to and engage in HIV care of the newly diagnosed
3. Re-engagement and retention plan for individuals living with HIV but are out of care
4. Identify strategies for addressing and removing barriers to care and treatment for persons living with HIV
5. Increase access to and affordability of medication through ADAP, Medicaid or other medication assistance program.
6. Counseling to enhance treatment adherence and assist individuals with achieving and maintaining viral suppression
7. Offer essential support services for clients to assist with substance use or mental health services, employment, housing/shelter, food

assistance, further education or training programs, and vocational services, etc.

- b) Applicants must describe specifically how they will use funds to increase minority access to needed HIV medications.
  - c) Applicants must clearly identify the project outcomes they expect to achieve by the end of the three-year funding period. Outcomes are the results that the program intends to achieve. All outcomes must indicate the intended direction of change (e.g., increase, decrease, maintain).
  - d) Applicants must provide a clear and concise description of the strategies and activities they will use to recruit and enroll eligible clients into MAI-ARTAS or other proposed care and treatment intervention/program.
  - e) Describe how your agency will assure that services are provided in a manner that is culturally and linguistically competent for proposed key populations.
  - f) Describe how the agencies proposed project will impact Florida's HIV Continuum of Care.
  - g) Applicants must describe the agencies capacity to implement and maintain the proposed project. Include information on project resources, materials, and facilities. Detail how applicant is prepared to implement the required services and activities of the proposed project
  - h) Applicant must clearly describe their process for documenting and ensuring client eligibility to receive Ryan White services.
  - i) Applicant must describe the agency's ability to collect all required CAREWare data and submit timely reports.
  - j) Applicant must clearly describe the agencies capacity to collect and submit program data each month.
- 3) **Staffing and Organizational Capacity (4 Page Limit):** This section must describe the applicant's ability to successfully carry out the proposed project and to sustain the program once the contract ends. Applicants must identify all the following information in narrative form:
- a) Information about the applicant, including history, administrative structure, mission, vision, goals and how those components relate to the purposes of the proposed program. Identify the agency's management and infrastructure capacity to provide administrative and executive support for program implementation.
  - b) A description of how the program will be staffed (e.g., paid staff or volunteers). Identify the number and type of positions needed; how they will be recruited and maintained; whether they will be full-time or part-time; and the qualifications proposed for each position, including type of experience and training required. Describe staff development and training practices, including both internal and external capacity trainings and any other relevant training. Indicate how often employees are evaluated.
  - c) The last two years of previous experience providing services to the target population including a brief description of projects similar to the one proposed in response to the RFA. Include the length of time working with the target population and any services that the applicant currently provides to the target population. If applicant has not been in existence for more than two years, then describe relevant experience of key staff

providing services to the target population. See section 3.8, Current and Prior Funding Project, for further details.

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

4) **Collaborations (Two Page Limit):** Describe the agency's efforts to partner with other organizations within the local community to deliver the proposed project. Collaboration may also be considered as a means of ensuring program sustainability once grant funding ends. Successful applicants must collaborate with local community partners to identify racial and ethnic minorities living with HIV who are not accessing medical care. These may include, but are not limited to, the following:

- a) County health departments (CHD)
- b) Ryan White Lead Agencies
- c) Sexually transmitted disease clinics
- d) Substance abuse treatment programs
- e) Emergency departments/hospitals
- f) Mental health clinics
- g) Homeless shelters
- h) Jails
- i) Employment and workforce assistance programs

Applicants shall identify in narrative form, the following information:

- a) The applicant should identify planned collaborative efforts with public/private agencies that address medical issues of HIV-positive persons, including the county health department. The applicant must describe the coordination/collaborative process used to plan and implement the proposed project. Explain who was involved, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication or overlap of services.
- b) The applicant shall describe how members of the target population and the local community will be involved in project implementation.

- 5) **Evaluation Plan (2-Page limit):** Applicants must describe how they will evaluate program activities. It is expected that evaluation activities will be implemented at the beginning of the contract in order to document actions contributing to program outcomes. The evaluation plan must be able to produce documented results that demonstrate whether, and how, the strategies and activities funded under the program made a difference in the improvement of health outcomes for PLWHA, increasing access to care and retention in care. The plan must identify the expected result (i.e., a particular impact or outcome) for each major objective and activity. In addition, applicants must describe their internal quality management plan, including the process for continued improvement and handling potential challenges. The applicant shall also use the SMART objectives as a foundation to create a project assessment related to the Applicant's evaluation plan.
- 6) **Budget Summary and Budget Justification Narrative (3 Page Limit):** The Proposed Budget Summary and Budget Narrative must provide a computation and explanation of all requested cost items that will be incurred by the proposed project as they relate to the Project Narrative. All proposed costs for the project activities described in this RFA are required to be presented in a line item budget format that is accompanied by a budget narrative that supports, justifies, and clarifies the various line items.

Justification for all cost items contained in the Proposed Budget Summary must be described in a separate Budget Narrative, the format for which is contained in **Attachments 3** and **Attachment 4**. Only cost allocations under the terms of the RFA and applicable federal and state cost principles may be included in the line item budget. All requested costs must be reasonable and necessary. Administrative Costs are limited to 7.5 percent of the total budget amount. Additional budget formatting instructions can be found in **Attachment 2**. Applicants should recognize that costs do not remain static. The budget should reflect the various phases and activities of planning, organizing, implementation, evaluation, and dissemination.

All administrative costs identified in the Applicant's budget must comply with the requirements outlined in 45 C.F.R. Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

7) **Appendix**

- a. Appendix A – Program Description and Design Documentation
- i. Documentation of existing agreements (BAAs, MOAs, MOUs) with at least two medical providers where clients may be linked to care.
  - ii. Documentation of existing agreements (BAAs, MOAs, MOUs) with substance abuse treatment centers and mental health facilities in your area
  - iii. Letter of agreement with local Target Outreach for Pregnant Women Act (TOPWA) program, if applicable.
  - iv. Letter of agreement with area Ryan White Lead Agency for to assist clients with eligibility for Ryan White services including, case management, ADAP and Housing Opportunities for Persons Living with HIV/AIDS (HOPWA).
- b. Appendix B – Organizational Capacity Documentation
- i. A table of organization or organizational chart
  - ii. Copy of Current Certificate of Incorporation
  - iii. Copies of key personnel's resumes, email addresses, and phone numbers
  - iv. A current roster of the board of directors, including name, address and telephone

- numbers
- v. A letter from the local community planning partnership chair confirming membership of agency personnel identified as members of the planning partnership.
- c. Appendix C
  - i. Letters of agreement or commitment from partners, key stakeholders, and other local organizations where program activities will be implemented.
  - ii. Letters of support with other collaborative partners, identifying their role and contribution to the project.

### **3.5 Project Outcomes for each Category**

Applicants should demonstrate how they will identify minority clients newly-diagnosed with HIV or who have fallen out of care and assist them in obtaining medical care/treatment, enrollment in ADAP, and receive related support services that help them remain in care. Program outcomes must align with the National HIV/AIDS Strategy for the United States and Florida's Integrated HIV Prevention and Care Plan 2017—2021 goals and objectives, as outlined below.

NHAS Goal 2: Increase access to care and improve health outcomes for persons living with HIV (PLWH)

Objective 2.1: By December 31, 2021, reduce the number of HIV-related resident deaths from 878 (2014) to 762.

Objective 2.2: By December 31, 2021, increase the proportion of PLWHAs linked to care (ever in care) from 90% (2014) to 96%.

Objective 2.3: By December 31, 2021, increase the proportion of PLWHAs retained in care from 64% (2014) to 90%.

Objective 2.4: By December 31, 2021, increase the proportion of PLWHAs with a suppressed viral load (<200 copies/mL) from 58% (2014) to 80%.

Objective 2.5: By December 31, 2021, increase the proportion of ADAP clients with a suppressed viral load (<200 copies/mL) from 89% (2014) to 94.

**Table 1. Linkage and Re-engagement Logic Model**

Strategy	Activities	Outcome Indicators
<p><b>Comprehensive Prevention for HIV-Positive Persons</b></p>	<ul style="list-style-type: none"> <li>- Linkage to and re-engagement in HIV medical care</li> <li>- Partner services</li> <li>- Medication and treatment adherence services</li> <li>- Linkage and enrollment in ADAP</li> </ul>	<ul style="list-style-type: none"> <li>- Increased linkage to HIV medical care among PLWH <b>Indicator: Percentage of newly diagnosed individuals linked to care within 30 days</b></li> <li>- Increased early initiation of ART among PLWH <b>Indicator: Percentage of newly and/or previously diagnosed individuals successfully initiated on ART within 72 hours, or less (i.e., Test and Treat strategy)</b></li> <li>- Decreased risk behaviors among PLWH at risk of transmission <b>Indicator: Percentage of PLWH successfully re-engaged to care and/or referred to re-engagement services</b></li> <li>- Increased HIV viral load suppression among PLWH <b>Indicator: Percentage of newly diagnosed HIV-positive persons provided or referred to medication adherence services</b> <b>Indicator: Percentage of previously diagnosed PLWH provided or referred to medication adherence services</b></li> <li>- Decreased risk behaviors among PLWH at risk of transmission <b>Indicator: Number of PLWH receiving risk reduction interventions</b></li> <li>- Increase access to medication assistance program for PLWH <b>Indicator: Percentage of PLWH referred to and enrolled in ADAP</b></li> </ul>

In addition, agencies funded through this RFA will:

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

**3.6 Cost of Preparation**

Neither the Department nor the State is liable for any costs incurred by a Applicant in responding to this procurement.

### **3.7 Public Records and Trade Secrets**

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

Simultaneously, Applicant will provide the Department with a separate redacted paper and electronic copy of their Application and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the procurement name, number, and the name of Applicant on the cover, and must be clearly titled “REDACTED COPY”.

The redacted copy must be provided to the Department at the same time Applicant submits its Application and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Applicant will be responsible for defending its determination that the redacted portions of their Application are confidential, trade secret, or otherwise not subject to disclosure. Further, Applicant must protect, defend, and indemnify the Department for all claims arising from or relating to the determination that the redacted portions of their Application are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Applicant fails to submit a redacted copy with their Application, the Department is authorized to produce the entire documents, data, or records submitted by Applicant in answer to a public records request for these records.

### **3.8 Current and Prior Funded Projects**

Provide a summary of professional experience to include relevant HIV/AIDS program management. If currently providing HIV/AIDS services, please describe the status of the program. Applicants must describe how their achievements from current or prior funded projects demonstrate their ability to carry out the program expectations outlined in this RFA.

If your agency has previously received Ryan White funds, please describe how the funds were used including:

- (a) a description of the types of services supported with these funds;
- (b) number of clients served; and
- (c) demographic data on those clients which includes age, race, and ethnicity, and gender. Describe the program evaluation activities that have been completed, provide data and results obtained from these activities, and describe how these were used to improve services.

### **3.9 Special Accommodations**

Persons with disability requiring special accommodations should call the Department’s Office of Contract Administration office at least five business days, prior to any pre-Application conference, Application opening, or meeting at (850) 245-4122. If hearing or speech impaired, please contact the Department’s Office of Contract Administration through the Florida Relay Service, at 1-800-955-8771 (TTY).

### **3.10 Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement**

Provider must execute a HIPAA Business Associate Agreement and comply with all provisions of state and

federal law regarding confidentiality of patient information. See **Attachment 7, Business Associate Agreement**, for further details.

### **3.11 Mandatory Requirements**

Applicants must complete and submit the following mandatory information or documentation as part of their Application by the time specified in Section 2.4. Any Application which does not contain the information below may be deemed non-responsive to this RFA.

- a. The Title Page of this RFA must be completed, signed, and returned with the Application
- b. Proposals must be received by the time specified in the Timeline, Section 2.4.
- c. Applicant Certification Regarding Scrutinized Companies Lists (Attachment 9) must be completed as specified.
- d. Description of Current and Prior Funded Projects as specified in Section 3.8.
- e. The information and documentation specified in Section 3.4.
- f. Applications must document the Applicants ability to meet the following minimum requirements.
  - a. Develop and implement an outreach plan to enroll persons living with HIV into case management program
  - b. Implement and enroll clients into ARTAS or proposed care and treatment intervention/program.
  - c. Link newly diagnosed HIV-positive persons to HIV medical care within 30 days of diagnosis.
  - d. Link or re-engage previously diagnosed out-of-care HIV-positive persons to HIV medical care.
  - e. Link or re-engage newly or previously diagnosed, out-of-care HIV-positive pregnant women to HIV medical care and prenatal care (if not actively engaged).
  - f. Develop a re-engagement and retention plan for individuals living with HIV but are out of care
  - g. Increase access to and affordability of medication through ADAP, Medicaid or other medication assistance program.
  - h. Provide counseling to enhance treatment adherence and assist individuals with achieving and maintaining viral suppression
  - i. Ensure all program services are: specific to racial/ethnic communities, ethnically, culturally and linguistically appropriate; and delivered at a literacy level suitable for the priority population(s) being served.
  - j. Prepare client service and expenditure reports as directed by the Department.
  - k. Provide linkage services for all pregnant women diagnosed with HIV through their local TOPWA program or perinatal HIV prevention program, if a local TOPWA program does not exist as needed.
  - l. Coordinate with local Test and Treat program to provide immediate initiation of ART for individuals newly diagnosed with HIV or individuals being newly-re-engaged into HIV care.
  - m. Ensure that the hours of operation for program services meet the needs of the priority population(s) being served; and consider the provision of evening and weekend services.
  - n. Conduct outreach and education programs at times and in places where there is a high

- probability that individuals with HIV infection and/or exhibiting high-risk behavior reside.
- o. Provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness.
- p. Plan and deliver services in coordination with local and state HIV prevention outreach programs to avoid duplication of effort.
- q. Target services to populations known, through local epidemiologic data or review of service utilization data or strategic planning processes, to be at disproportionate risk for HIV.
- r. Provide documentation of existing agreements with at least two HIV/AIDS services providers where clients may be linked to care.
- s. Provide documentation of existing agreements between substance abuse treatment centers and mental health service providers in your area.
- t. Facilitate referrals to essential support services for clients to assist with substance use or mental health services, employment, housing/shelter, food assistance, further education or training programs, and vocational services, etc. to reduce and/or eliminate barriers to medical care and support retention in care.
- u. Collect and enter all required data elements into CAREWare and produce reports as directed by the Department.

## **SECTION 4.0 SPECIAL CONDITIONS**

### **4.1 Scrutinized Companies**

All Applicants seeking to do business with the Department must be in compliance with section 287.135, Florida Statutes. The Department may, at its option, terminate a contract if an Applicant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or have been engaged in business operations in Cuba or Syria.

Refer to Applicant Certification Regarding Scrutinized Companies List (Attachment 9) Form.

### **4.2 Certificate of Authority**

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the successful Provider to have appropriate registration may result in withdrawal of the Contract award.

### **4.3 Provider Registration**

Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Provider must be registered in the MyFloridaMarketPlace system within five days after posting of the Intent to Award.

Registration may be completed at:

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

#### **4.4 Minority, Women, Service-Disabled Veteran, and Service-Disabled Veteran Business participation**

The Department encourages certified minority, women business enterprise, participation in all its solicitations.

#### **4.5 Indemnification**

Applicant must save and hold harmless and indemnify the Department against any and all liability, claims, judgments, or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of the Contract, resulting in whole or in part from the negligent acts or omissions by Applicant, their subcontractor, or any of the employees, agents, or representatives of the Applicant or subcontractor.

#### **4.6 Performance Measures**

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. The performance measures for this Contract will be based on the negotiated tasks and deliverables between the parties.

#### **4.7 Financial Consequences**

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if the Provider fails to perform in accordance with the Contract terms. The financial consequences for this Contract will be based on the performance measures established in accordance with section 4.6., above. The amount for each financial consequence is dependent upon the final negotiated Contract award and will be deducted from the Provider's invoice amount for that Deliverable.

#### **4.8 Standard Contract**

Applicants must become familiar with the Department's Standard Contract which contains administrative, financial, and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of the Department of Financial Service's Chief Financial Officer.

Use of the Standard Contract is mandatory for Departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract terms and conditions are located at: <http://www.floridahealth.gov/about/administrative-functions/purchasing/index.html>.

#### **4.9 Conflict of Law and Controlling Provisions**

Any Contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of Florida. Venue must be in Leon County, Florida, to the exclusion of all other jurisdictions.

Applicants acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, Florida Statutes.

#### **4.10 Records and Documentation**

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Respondent must make the public records available for inspection or copying upon request of the Department’s custodian of public records in accordance with Chapter 119, Florida Statutes. Respondent’s refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this RFA and entitles the Department to unilaterally terminate the Contract.

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

Applicant must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

#### **4.10 Attorney’s Fees**

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorneys’ fees, except as otherwise provided by law.

#### **4.11 Agency Inspectors General**

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.

### **SECTION 5.0 APPLICATION EVALUATION PROCESS AND CRITERIA**

#### **5.1 Introduction**

The Department will evaluate and score Applications to determine the most advantageous Application to the State. The ability of the Department to evaluate an Applicant’s Application is dependent upon the completeness of the Application.

Failure of an Applicant to provide information requested by the RFA may result in a reduction in scoring during the evaluation.

The Department may accept or reject any and all Applications, and waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State’s best interest.

#### **5.2 Evaluation Team**

The Department’s evaluation team(s) will consist of at least three persons each who collectively have experience and knowledge in the program area and service requirements for the contractual services being sought.

**5.3 Evaluation Criteria**

Upon receipt, applications will be reviewed for compliance with requirement of RFA. Each application will be evaluated based on the criteria outlined in Attachment 8, Evaluation Sheet and Score Summary.

**5.4 How Applications are Scored**

Each application will be evaluated and scored based on the category requirements identified in **Sections 3.0 and 5.0**. Applications will be scored by objective Review Teams using evaluation sheets to designate the point value assigned to each application. The scores of each member of the Review Teams will be averaged with the scores of the other members to determine the final score. Application scores establish a reference point from which to make negotiation decisions. The maximum points possible are 120. Scoring will be in the following categories up to the maximum points indicated for each category:

<b>Criteria</b>	<b>Maximum Points Allowed</b>
Statement of Need – 2 pages	20 points
Program Proposal – 10 pages	40 points
Organizational Capacity and Staffing – 4 pages	20 points
Collaborations – 2 pages	10 points
Evaluation Plan – 2 pages	10 points
Proposed Budget Summary and Narrative – 3 pages	20 points
<b>Total</b>	<b>120 points</b>

**5.5 Determination of Grant Awards**

Grants will be awarded based on several criteria; available funding; application’s final score; proposed activities; proposed geographic service areas; and organizational capacity to implement the proposed project. The final award amount will be determined through negotiation, and at the sole discretion of the Department, notwithstanding scores. Awards will be posted at: <http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html>.

**5.6 Posting of Award Decision**

The Department will post a Notice of Intent to Award, stating its intent to enter into one or more Contracts with the selected Provider(s) identified therein, on the Department’s website at <http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html>. If the Department decides to reject all Responses, it will post its notice on the same Department website.

**Section 6.0 TERMS AND CONDITIONS OF SUPPORT**

**6.1 Eligibility Criteria**

Applicants must provide services and have a physical office located in the area where they are proposing to implement projects. In an effort not to duplicate services in any location and to ensure service delivery in the areas of greatest need, the Department reserves the sole discretion to negotiate awards based on geographic coverage, epidemiologic data, competence to achieve the stated goals of the program, and access to priority populations. Applicants must demonstrate a proven track record of service to racial and ethnic populations. Local Health Departments may be partners (unfunded) to applicants but cannot apply for grant funds. The applicant submitting an application must be registered in the state's MyFloridaMarketPlace. For more information, please visit: [http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace). For online help, go to [www.myFloridaMarketPlace.com](http://www.myFloridaMarketPlace.com) or to register by telephone, call (866) 352-3776.

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

## **6.2 Use of Grant Funds**

The Ryan White Part B grant is to be used as the payer of last resort. Funds may not be used to provide items or services that have already been paid or can reasonably be expected to be paid by third party payers, including: Medicaid, Medicare, other state or local entitlement programs, prepaid health plans, or private insurance. Ryan White Part B funds are not used to pay for any Medicaid-covered services for Medicaid enrollees.

Funds must only be used for outreach service activities. As cited in the Patient Care Program Notice (PCPN) #2016-01 (<http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/patient-care-program-notices.html>) all applicants must not allocate more than 7.5 percent for administrative costs.

Applicants must comply with the administrative requirements outlined in 45 C.F.R. Part 75 Uniform Administrative Requirements (<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>), Cost Principles, and Audit Requirements for HHS Awards. In accordance with requirements imposed by the Office of Management and Budget, HHS adopted new grant regulations, codified at 45 C.F.R. Part 75, with an effective date of December 26, 2014. This guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and the guidance in Circular A-50 on Single Audit Act follow-up. Allowable and unallowable expenditures are defined by at least one of the following:

- Reference Guide for State Expenditures found at [https://www.myfloridacfo.com/division/aa/manuals/Auditing/Reference\\_Guide\\_For\\_State\\_Expenditures.pdf](https://www.myfloridacfo.com/division/aa/manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf)
- Florida Statutes (F.S.) (Section 112.061, Section 286.27)
- Florida Administrative Code (F.A.C.) (rule 3A-40.103)
- 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-87-Cost Principles for State and Local Governments
- A-21-Cost Principles for Universities, Federal Public Laws
- Catalog of Federal Domestic Assistance (CFDA)
- Code of Federal Regulations (CFR)

The following lists of allowable and unallowable costs were created solely to be used as a helpful guide for prospective applicants and grant awardees. These lists do not supersede the federal or state definitions of allowable and unallowable costs.

Funds received under Ryan White Part B MAI **may** be used for the following expenditures:

## **Outreach Services**

### *Description:*

The Outreach Services category has as its principal purpose identifying PLWH who know their status but are not currently in care. As such, Outreach Services provide the following activities:

- 1) identification of people who do not know their HIV status and/or
- 2) linkage or re-engagement of PLWH who know their status into HRSA Ryan White HIV/AIDS Program (RWHAP) services, including provision of information about health care coverage options.

Outreach Services are often provided to people who do not know their HIV status, some activities within this service category will likely reach people who are HIV negative. When these activities identify someone living with HIV, eligible clients should be linked to HRSA RWHAP services.

Outreach Services must:

- 1) Use data to target populations and places that have a high probability of reaching PLWH who
  - a. have never been tested and are undiagnosed,
  - b. have been tested, diagnosed as HIV positive, but have not received their test results, or
  - c. have been tested, know their HIV-positive status, but are not in medical care;
- 2) Be conducted at times and in places where there is a high probability that PLWH will be identified; and
- 3) Be delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort.

Program Guidance from HRSA:

Outreach Services provided to an individual or in small group settings cannot be delivered anonymously, as some information is needed to facilitate any necessary follow-up and care.

Funds received under Ryan White Part B **may not** be used for the following expenditures:

- Billing for food that does not fall under the direct care budget line item of “food bank/home delivered meals”
- Broad scope awareness activities about HIV services that target the public
- Clothing
- Direct cash payments to clients
- Employment and employment-readiness services
- Funeral, burial, cremation, or related expenses
- Gift cards
- Local or state personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied)
- Household appliances
- Lobbying activities
- Maintenance of privately-owned vehicles
- Off-premise social/recreational activities or payments for a client’s gym membership
- Pet foods or other non-essential products
- Pre-exposure prophylaxis (PrEP)
- Purchase or improve land; or to purchase, construct, or permanently improve (other than minor

- remodeling) any building or other facility
- Syringe services distributing sterile needles or syringes for hypodermic injection of any illegal drugs

The above serves solely as a guide and does not include all unallowable costs. This list does not supersede the federal or state definition of allowable costs. A final decision on allowable costs is based on federal or state laws and guidelines.

## **Section 7.0 REPORTING AND OTHER REQUIREMENTS**

### **7.1 Post Award Requirements**

#### **1. CAREWare Reporting**

Applicants funded under this RFA will be required to report client demographic and services data directly into the CAREWare system. The HIV/AIDS Section and CAREWare Helpdesk team will work with all successful applicants to develop user accounts and provide training and technical assistance.

#### **2. Monthly Invoices for Payment**

Applicants funded under this RFA will be required to submit a monthly invoice within 10 days following the end of each month documenting the deliverables performed during the month. A monthly MAI Demographic report must be submitted with the monthly invoice and in a format provided by the Department

#### **3. Quarterly Financial Report**

Grantees shall submit a quarterly financial report stating, by budget line item, all expenditures made as a direct result of services provided through the funding of the contract to the Department within 15 days following the end of each quarter. Financial reports must be submitted in a format provided by the Department. Each report must be accompanied by a statement signed by an individual with legal authority to bind the grantees certifying that these expenditures are true, accurate, and directly related to the contract

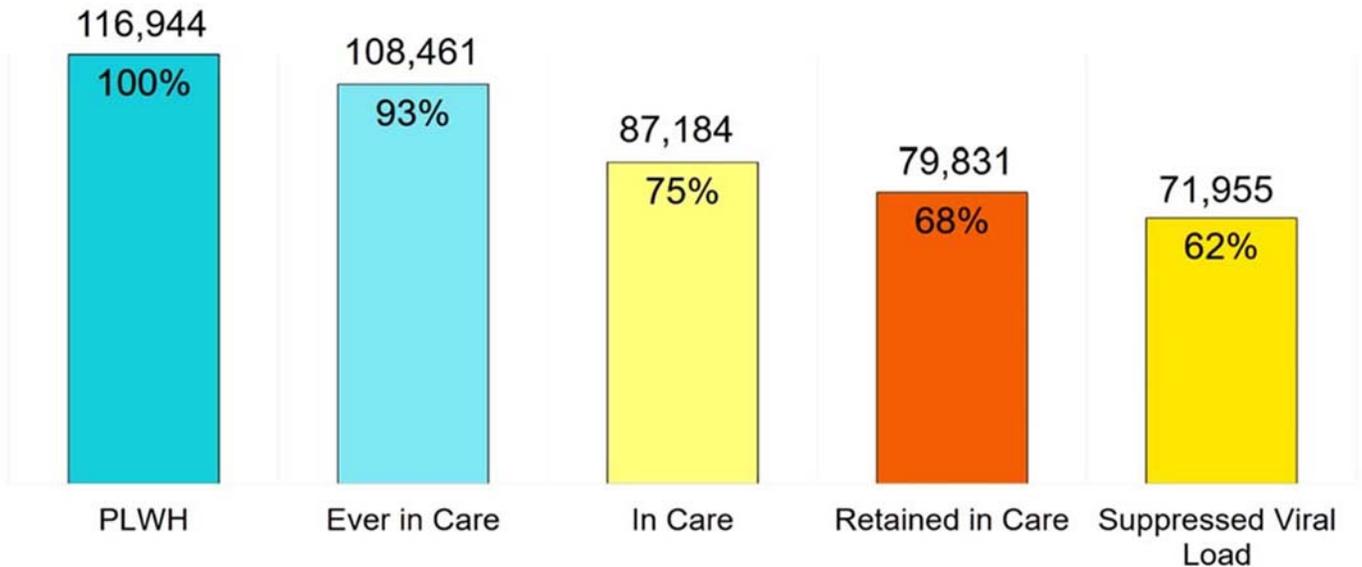
## Attachment I - Background

### Minority AIDS Initiative

The MAI Grant has been the funding source for the Ryan White Program since 1999 but was not included in the legislation until the 2006 reauthorization. The Department has implemented the ARTAS program since 2005. MAI seeks to address the gaps in medical care capacity and increase the accessibility and availability of HIV medical care and related HIV/AIDS services in minority communities through outreach and education. MAI funds are designed to enhance access to comprehensive care for low-income ethnic and racial minorities who are living with HIV/AIDS. Identifying people living with HIV and linking them to HIV primary care with initiation and long-term maintenance of life-saving ART, are important public health steps toward the elimination of HIV in the State.

The Continuum of HIV Care outlines the stages of medical care that PLWHA go through from initial diagnosis to achieving viral suppression and shows the percentage of individuals living with HIV who are engaged at each stage. The Department monitors progress across the State's continuum of care to identify gaps and implement improvements to increase the proportion of individuals in each stage along the continuum. MAI plays a key role in the continuum by facilitating linkage, retention, and re-engagement activities for individuals living with HIV.

**Figure 1.** Florida's HIV Care Continuum for 2017



Source: Florida Department of Health, HIV/AIDS Section, Data as of 6/30/2018

Viral load is the term used to describe the amount of HIV in your blood. The more HIV there is in the blood (and therefore the higher the viral load), then the faster the CD4 cell count will fall and the greater the risk of becoming sick because of HIV. If there is so little HIV in the blood that the viral load is 'undetectable,' then the risk of HIV being passed on during sex is extremely low, even if condoms are not used.

Unsuppressed viral load in patients on antiretroviral therapy (ART) occurs when treatment fails to suppress a person's viral load and is associated with social determinants of health. The objective of this proposal is to evaluate social determinants of health associated with unsuppressed viral loads. The higher the viral load, the higher the probability of passing HIV on to someone else. This could mean passing the virus to a partner through sex without a condom, to someone through sharing needles, or to a baby during pregnancy, delivery, or breastfeeding. When taken consistently and correctly, antiretroviral medication decreases viral load. This decreased viral load reduces the risk of transmitting HIV on to someone else. Alternatively, not taking this medication consistently or at all increases the risk of passing HIV to someone else.

Social determinants of health are conditions in the environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. Conditions (e.g., social, economic, and physical) in these various environments and settings (e.g., school, church, workplace, and neighborhood) have been referred to as “place.” In addition to the more material attributes of “place,” the patterns of social engagement and sense of security and well-being are also affected by where people live. Resources that enhance quality of life can have a significant influence on population health outcomes. Examples of these resources include safe and affordable housing, access to education, public safety, availability of healthy foods, local emergency/health services, and environments free of life-threatening toxins. Understanding the relationship between how population groups experience “place” and the impact of “place” on health is fundamental to the social determinants of health—including both social and physical determinants.

Examples of *social determinants* include:

- Availability of resources to meet daily needs (e.g., safe housing and local food markets)
- Access to educational, economic, and job opportunities
- Access to health care services
- Quality of education and job training
- Transportation options
- Exposure to crime, violence, and social disorder (e.g., presence of trash and lack of cooperation in a community)
- Socioeconomic conditions (e.g., concentrated poverty and the stressful conditions that accompany it)

Examples of *physical determinants* include:

- Natural environment, such as green space (e.g., trees and grass) or weather (e.g., climate change)
- Built environment, such as buildings, sidewalks, bike lanes, and roads
- Worksites, schools, and recreational settings
- Housing and community design
- Exposure to toxic substances and other physical hazards
- Physical barriers, especially for people with disabilities

Improving the conditions in which we live, learn, work, and play and the quality of our relationships will create a healthier population, society, and workforce.

## **Priority Populations**

1 in 39 non-Hispanic black males and 1 in 64 non-Hispanic black females were living with HIV/AIDS in the State since 2017. This compares with 1 in 168 non-Hispanic white males, 1 in 1,048 non-Hispanic white females, 1 in 93 Hispanic males, and 1 in 432 Hispanic females. There are HIV/AIDS disparities between blacks and whites, and disparities between Hispanics and whites, but the black-white gap is the widest by far.

These disparities are not evenly distributed throughout the state and are more extreme in some counties than in others. The counties selected for inclusion in this RFA consistently rank among the top 10 counties regarding HIV/AIDS prevalence.

MAI seeks to improve access to HIV care and health outcomes for disproportionately affected minority populations, including black populations. The target population is racial and ethnic minorities living with HIV (including African-American, Latinx, Asian-Americans, American Indians/Alaska Natives, Native Hawaiians and Pacific Islanders) residing in Broward, Duval, Hillsborough, Miami-Dade, Orange, Palm Beach and Pinellas counties who are not receiving medical care. MAI also funds outreach and education services designed to increase minority access to needed HIV medications through ADAP.

The target population for MAI is any individual who is recently diagnosed with HIV (typically defined as within 6–12 months) and willing to participate in the care and treatment intervention/program. The eligibility criteria for eligibility includes individuals that:

- Are 18 years of age or older
- Have received an HIV-positive diagnosis within 6–12 months
- Are not currently on antiretroviral treatment
- Not received case management or social work services for HIV-related needs
- Have an interest in participating in intervention/program
- Not have visited an HIV care provider within the past year

## Attachment 2

### Budget Format Instructions

#### General Information

All expenses for your project must be in line item detail on the forms provided. MAI-funded indirect costs may not exceed 7.5 percent of salary and fringe and must be fully itemized and justified. Assume a 12-month budget, with a period of October 1, 2019 – September 30, 2020. Complete **Attachments 3 and 4 (Budget Summary and Budget Justification Narrative)**.

#### Budget Justification Narrative Form

Use **Attachment 4** to provide a justification or explanation for the expenses included in the Budget Summary. The justification must show all items of expense and the associated cost that comprise the amount requested for each budget category (e.g., if your total travel cost is \$1,000, show how that amount was determined) and, if appropriate, an explanation of how these expenses relate to the goals and objectives of the project.

#### Personnel Services

Include a description for each position and the annual salary or rate per hour, if non-salaried or if hourly percentage of time spent on various duties where appropriate, on this form. Note: Contracted or per diem staff are not to be included in personnel services; these expenses should be shown as consultant or contractual services under non-personnel services, in a separate line item of the budget.

#### Fringe Benefit Rate

Specify the components (FICA, Health Insurance, Unemployment Insurance, etc.) and their percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in the budget calculations. If different rates are used for various positions, submit a separate form for each rate and specify which positions are subject to which rate.

#### Non-Personnel Services

Any item of expense not applicable to the following categories must also be listed along with a justification of need.

4. Supplies and Materials – Delineate the items of expense and estimated cost of each item along with justification of their need.
5. Travel – Delineate the items of expense and estimated costs (i.e., travel costs associated with conferences, including transportation, meals, lodging, and registration fees) along with a justification need.
6. Equipment – Delineate each piece of equipment and estimated cost along with a justification of need. Equipment costing less than \$500 should be included in the Supplies and Materials category. Anticipated equipment purchases of \$500 or more should be included in the equipment line.

### Attachment 3

#### Budget Summary Format

Personnel/Salaries	Based on percentage/time spent working on the Minority AIDS Initiative project.
Fringe benefits	FICA/Social Security, health, life insurance, workman's compensation, etc.
Staff travel	In accordance with Florida Statutes (Chapter 112, F.S.)
Conference/training travel	Customary and reasonable costs, in state (Out of state travel must be approved by the Department in advance)
Audit	If required by the department
Rent/Telephone/Utilities or use of space	Prorated based on total agency costs
Promotional, media, and marketing materials	Prorated based on total agency costs
Educational/training materials	As related to the contract
Office supplies	As related to the contract
Furniture/equipment/computers	As related to the contract
Equipment rental/maintenance	As related to the contract
Contractual/Consultant	As related to the contract (subject to approval from the Department)
Other	As related to the contract
Total Direct Costs	As related to the contract
Administrative Costs (must not exceed 10%)	As related to the contract
<b>TOTALS</b>	

## Attachment 4

### Budget Justification Narrative Format

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

#### PERSONNEL (SALARY)

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

Name/Position	Computation of Salary (Annual Salary X % of Time)	Cost
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**B. Fringe Benefits** – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in the Personnel category and only for the percentage of time devoted to the program.

Name/Position	Computation of Salary (Annual Salary X % of Time)	Cost
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**C. Staff Travel** – Itemize the cost of local travel and mileage expenses for personnel by purpose. Show the basis of the calculation. Travel expenses are limited for reimbursement as authorized in Section 112.061, Florida Statutes. Mileage is reimbursed at \$0.445 cents per mile.

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

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

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

Items	Computation	Cost
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**Attachment 4, continued**

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

Items	Computation	Cost
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**H. Program/Educational Materials** – Itemize the costs of program-related educational material proposed to be used by the program.

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

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

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

Items	Computation	Cost
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**TOTAL DIRECT COSTS**

**TOTAL INDIRECT COSTS**

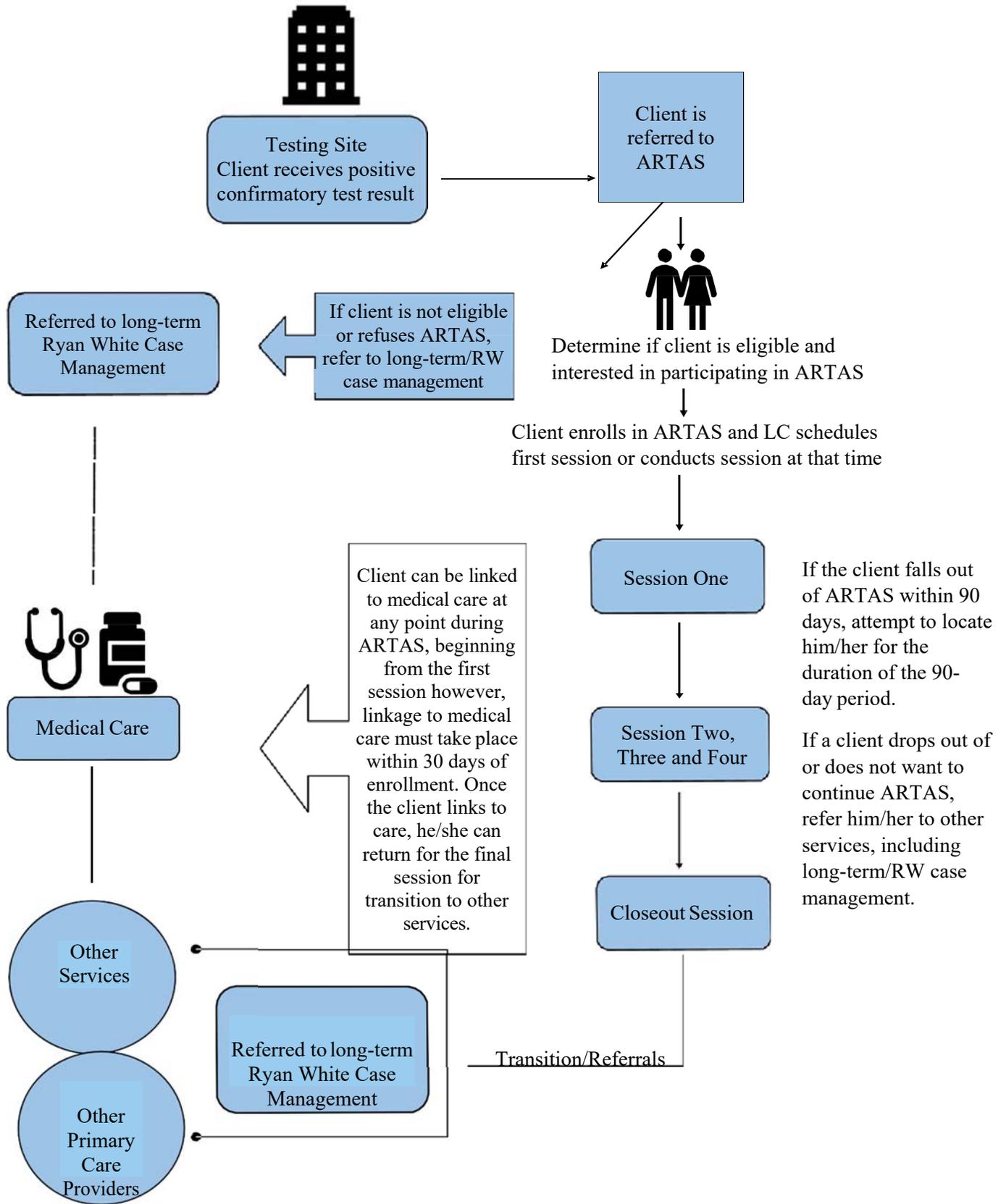
**TOTALS**

**Attachment 5**  
**MAI Program Application Checklist**

<b>This checklist is to be used by applicants to help ensure that all parts of the application are included.</b>	
<b>CHECKLIST ITEMS</b>	
<b>Cover Page (1-Page Limit)</b> - with authorized signature	
<b>Table of Contents</b> - All major sections of the application are identified along with the page	
<b>Project Summary (1-Page Limit)</b> - Does not exceed page limits	
<b>Statement of Need and Program Purpose</b> - Does not exceed page limits	
<b>Program Description and Design</b> - Does not exceed page limits	
<b>Staffing and Organizational Capacity</b> - Does not exceed page limits	
<b>Collaborations</b> - Does not exceed page limits	
<b>Evaluation Plan</b> -	
<b>Budget Summary</b> - Provided in the required format; does not exceed maximum grant amount allowed; and all calculations are correct.	
<b>Budget Narrative</b> - Addresses all cost items identified on the Budget Summary, including the amount. All calculations are correct. Does not exceed page limits.	
<b>Appendix A - Program Description and Design Documentation</b> <b>A.1.</b> Documentation of existing agreements (BAAs, MOAs, MOUs) with at least two medical providers where clients may be linked to care. <b>A.2.</b> Documentation of existing agreements (BAAs, MOAs, MOUs) with substance abuse treatment centers and mental health facilities in your area <b>A.3.</b> Letter of agreement with local Target Outreach for Pregnant Women Act (TOPWA) program, if applicable. <b>A.4.</b> Letter of agreement with area Ryan White Lead Agency for to assist clients with eligibility for Ryan White services including, case management, ADAP and Housing Opportunities for Persons Living with HIV/AIDS (HOPWA).	
<b>Appendix B - Organizational Capacity Documentation</b> <b>B.1.</b> A table of organization or organizational chart <b>B.2.</b> Copy of Current Certificate of Incorporation <b>B.3.</b> Copies of key personnel’s resumes, email addresses, and phone numbers <b>B.4.</b> A current roster of the board of directors, including name, address and telephone numbers <b>B.5.</b> A letter from the local community planning partnership chair confirming membership of agency personnel identified as members of the planning partnership.	
<b>Appendix C- Collaboration Documentation</b> <b>C.1.</b> Letters of agreement or commitment from partners, key stakeholders, and other local organizations where program activities will be implemented. <b>C.2.</b> Letters of support with other collaborative partners, identifying their role and contribution to the project.	
<b>Appendix D- Minority Organization Status</b>	
Application follows the Order of Submission required in Section 4.3	
All pages are numbered consecutively, including Appendices.	
Application is typed in Arial or Times New Roman 12 with a one-inch margin all around.	

## Attachment 6

### ARTAS Client Session Flow Chart and Session Outline



## ARTAS Session Outline

1. Session One
  - Introduce the goals of case management and ARTAS
  - Discuss concerns about HIV diagnosis
  - Begin to identify personal strengths, abilities and skills, and access the role of others in impeding or promoting access to services
  - Encourage linkage to medical care
  - Summarize the session, the client's strengths, and agreed-upon next steps
  - Plan for the next session with the medical care provider and/or CC
  
2. Session Two
  - Solicit client issues and questions from the initial session
  - Continue identifying personal strengths, abilities and skills, and document in strengths assessment
  - Encourage linkage to medical care
  - Identify and address personal needs and barriers to linkage
  - Summarize the session, the client's strengths, and agreed-upon next steps
  - Plan for the next session with the medical care provider and/or CC
  
3. Session Three
  - Solicit client issues and questions from Session Two
  - Continue identifying personal strengths, abilities and skills
  - Encourage linkage to medical care
  - Identify and address barriers to linkage
  - Summarize the session, the client's strengths, and agreed-upon next steps
  - Plan for the next session with the medical care provider and/or CC
  
4. Session Four
  - Solicit client issues and questions from Session Three
  - Initiate the transition process and emphasize disengagement
  - Continue identifying personal strengths, abilities and skills
  - Encourage linkage to medical care, identify and address barriers to linkage
  - Summarize the session, the client's strengths, and agreed-upon next steps
  - Plan for the next session with the medical care provider and/or CC
  
5. Session Five
  - Discuss issues from last session; follow up on any plans
  - Review the transition process for clients linked to medical care
  - Review the transition process for clients not yet linked to medical care
  - Transition to long-term/Ryan White case management or other providers

## BUSINESS ASSOCIATES AGREEMENT

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement and the Florida Information Protection Act of 2014

This Agreement is entered into between the State of Florida, Florida Department of Health (“Covered Entity”), and \_\_\_\_\_ (“Business Associate”). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Security Rule, codified at 45 Code of Federal Regulations (“C.F.R.”) Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations. This Agreement corresponds to the following contract #, purchase order, or memorandum of agreement \_\_\_\_\_.

### 1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

### **Part I: Privacy Provisions**

#### 2.0 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to take reasonable measures to protect and secure data in electronic form containing personal information as defined by §501.171, Florida Statutes.
- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (g) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to

Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.

(h) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

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

(j) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

(l) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.

(m) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

(n) Business Associate agrees to comply with all aspects of §501.171, Florida Statutes.

### 3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

(a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health

Information only to carry out the legal responsibilities of the Business Associate, but shall not disclose information to any third party without the expressed written consent of the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

### 4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

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

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected

Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

#### 5.0 Confidentiality under State Law.

(a) In addition to the HIPAA privacy requirements and the data security requirements of §501.171, Florida Statutes, Business Associate agrees to observe the confidentiality requirements of Chapter 381, Florida Statutes and any other Florida Statute relating to the confidentiality of information provided under this agreement.

(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
3. Furnish certain records for examination, by mail or by hand-delivery.

(c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

#### 6.0 Permissible Requests by Covered Entity.

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

#### 7.0 Term and Termination.

(a) Term.

The Term of this Agreement shall be coterminous with the underlying contract, purchase order, or memorandum of understanding giving rise to this agreement.

(b) Termination for Cause.

Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.

2. Within fifteen (15) days after termination of the Agreement for any reason, Business

Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business

3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

## **Part II: Breaches and Security Incidents**

### **8.0 Privacy or Security Breach.**

Business Associate will report to Covered Entity's Privacy Officer or other department contact within 2 business days after the discovery, any unauthorized access, use, disclosure of Covered Entity's protected health Information not permitted by the Business Associates Agreement along with any breach of Covered Entity's unsecured protected health information. Business Associate will treat the breach as being discovered in accordance with 45 CFR §164.410. If a delay is requested by a law enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying the Covered Entity for the applicable time period. Business Associates report will at a minimum:

- (a) Identify the nature of the breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any breach and the date of discovery of the breach;
- (b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or breach (such as whether name, social security number, date of birth, home address, account number or other information was disclosed/accessed) on an individual basis;
- (c) Identify who made the non-permitted use or disclosure and who received it;
- (d) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further breaches;
- (e) Identify what steps the individuals who were subject to a breach should take to protect themselves;
- (f) Provide such other information, including a written report, as Covered Entity may reasonably request.

## 8.1 Security of Electronic Protected Health Information.

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations (“C.F.R.”) Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA-AS”), and the Florida Information Protection Act (FIPA) §501.171, Florida Statutes, so that the Covered Entity may meet compliance obligations under HIPAA-AS and FIPA the parties agree:

(a) Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) and Personal Information (as defined in §501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of the Plans consistent with the Security Rule.

(b) Reporting Security Incidents. Business Associate will report to Covered Entity any successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity’s Electronic Protected Health Information or unauthorized access of data in an electronic form containing Personal Information as defined in §501.171, Florida Statute, or (B) interference with Business Associate’s system operations in Business Associate’s information systems, of which Business Associate becomes aware.

## 8.2 Corrective Action:

(a) Business Associate agrees to take prompt corrective action and follow all provisions required in state and federal law to notify all individuals reasonably believed to be potentially affected by the breach.

(b) Cure: Business Associate agrees to take prompt corrective action to cure any security deficiencies.

## **Part III**

### 9.0 Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Personal Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or FIPA applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty

(30) days written notice to the other party.

(c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.

(e) No third-party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.

(g) The laws of the State of Florida shall apply to the interpretation of this Agreement or in case of any disagreement between the parties; the venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.

(h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement. Additionally, Business Associate shall indemnify the State of Florida for any time and expenses it may incur from breach notifications that are necessary under either §501.171, Florida Statute or the HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414, which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.

(i) Assignment: Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

For: **DEPARTMENT OF HEALTH**

By: \_\_\_\_\_

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

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

For: (Name of Business Associate)

By: \_\_\_\_\_

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

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

**Attachment 8**

**EVALUATION CRITERIA  
RATING SHEET AND SCORE SUMMARY  
DEPARTMENT OF HEALTH, MINORITY AIDS INITIATIVE (MAI)**

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

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

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

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

1. <u>Statement of Need and Program Purpose:</u>	_____	20
2. <u>Program Description and Design:</u>	_____	40
3. <u>Staffing and Organizational Capacity:</u>	_____	20
4. <u>Collaboration:</u>	_____	10
5. <u>Evaluation Plan</u>	_____	10
6. <u>Budget Summary and Budget Narrative:</u>	_____	20
<b>TOTAL POINTS</b>	<b>_____</b>	<b>120</b>

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Evaluator's Signature

Date

**EVALUATION CRITERIA**  
RFA-Minority AIDS Initiative  
Florida Department of Health

<b>Point Allocation</b>	<b>STATEMENT OF NEED (20 points)</b>
<b>0–5 points</b>	<b>1. How comprehensive was the applicant in identifying the area served by the proposed project, providing a description of the geographic area by ZIP code or neighborhood boundaries that the services and activities will cover and the sites where services will be provided, and indicate why those sites were chosen?</b>
0	<i>Does not meet requirements or not acceptable:</i> The application failed to identify the area(s) served by the proposed project and did not provide a description of geographic areas.
1	<i>Limited in requirements, and response has no description or description is not acceptable:</i> The application described the area to be served by the proposed project with little competency and did not provide a description of the geographic area by ZIP code or neighborhood boundaries in which services and activities will be performed. Application did not describe the sites where services will be provided.
2	<i>Limited in requirements, response has limited description:</i> The application described the area to be served by the proposed project but provided a minimal description of the geographic area by ZIP code or neighborhood boundaries in which services and activities will be performed. Application provided a description of the sites where services will be provided but failed to adequately describe why those sites were chosen.
3	<i>Meets all requirements with a descriptive response:</i> The application described the area to be served by the proposed project and provided a description of the geographic area(s) by ZIP code or neighborhood boundaries in which services and activities will be performed. Application provided a description of the sites where services will be provided and adequately described why those sites were chosen. Application used the most current HIV epidemiologic and/or needs assessment data to identify the service areas disproportionately affected by HIV and where PLWH and persons at increased risk for HIV infection reside or frequent.
5	<i>Meets all requirements with a detailed response:</i> The application provided a detailed description of the area to be served by the proposed project and provided a comprehensive description of the geographic area(s) by ZIP code or neighborhood boundaries in which services and activities will be performed. Application provided a detailed description of the sites where services will occur and clearly explained why those sites were chosen. Application used a variety of the most current HIV epidemiologic data, surveillance data, CDC program data, HRSA Ryan White program data, and/or needs assessment data to identify the service areas disproportionately affected by HIV and where PLWH and persons at increased risk for HIV infection reside or frequent.
<b>Point Allocation</b>	
<b>0–5 points</b>	<b>2. How comprehensive was the applicant in identifying the priority population(s) that the proposed project will target and providing epidemiologic data that supports the selection of the priority population(s)?</b>
0	<i>Does not meet requirements or not acceptable:</i> The application failed to identify the priority population(s) to be served by the proposed project.
1	<i>Limited in requirements, and response has no description or description is not</i>

	<i>acceptable:</i> The application identified the priority population(s) to be served by the proposed project but failed to provide a description of the priority population(s) by using epidemiologic, demographic, or socioeconomic data.
2	<b><i>Limited in requirements, response has limited description:</i></b> The application identified the priority population(s) to be served by the proposed project and provided a limited description of the epidemiologic data that supported the selection of the priority population(s).
3	<b><i>Meets all requirements with a descriptive response:</i></b> The application identified the priority population(s) to be served by the proposed project and provided a description of the epidemiologic data that supported the selection of the priority population(s). Applicant used demographic and socioeconomic data to provide a description of the population(s).
5	<b><i>Meets all requirements with a detailed response:</i></b> The application identified the priority population(s) to be served by the proposed project and provided a detailed description of the epidemiologic data that supported the selection of the priority population(s). Applicant used demographic and socioeconomic data to provide a comprehensive, detailed description of the population(s).
<b>Point Allocation</b>	
<b>0–5 points</b>	<b>3. How comprehensive was the applicant in describing the impact of HIV/AIDS on the selected priority population(s), by identifying gaps in the scope, reach, coordination, and services for the population(s) and HIV-related disparities within the area, and does their proposal adequately describe the need for the proposed project?</b>
0	<b><i>Does not meet requirements or not acceptable:</i></b> Application failed to identify HIV-related disparities and gaps in scope, reach, coordination, and services for the population(s).
1	<b><i>Limited in requirements, and response has no description or description is not acceptable:</i></b> Application provided limited information on the impact of HIV/AIDS on the selected priority population(s) and any HIV-related disparities within the area. Application did not provide description of gaps in the scope, reach, coordination, and services for the population(s).
2	<b><i>Limited in requirements, response has limited description:</i></b> Application provided a limited description of behaviors and social determinants that place the population(s) at risk for acquiring or transmitting HIV and the impact HIV has had on the population(s). Application minimally describes gaps in the scope, reach, coordination, and services for the population(s).
3	<b><i>Meets all requirements with a descriptive response:</i></b> Application provided a description of behaviors and social determinants that place the population(s) at risk for acquiring or transmitting HIV, including concurrent risk transmission with other diseases. The application described the impact HIV has had on the selected priority population(s) and describes gaps in the scope, reach, coordination, and services for the population(s).
5	<b><i>Meets all requirements with a detailed response:</i></b> Application provided a comprehensive description of behaviors and social determinants that place the population(s) at risk for acquiring or transmitting HIV, including concurrent risk transmission with other diseases, and clearly described the impact HIV has had on the selected priority population(s). The application provided a detailed description of gaps in the scope, reach, coordination, and services for the population(s).

<b>Point Allocation</b>	
<b>0–5 points</b>	<b>4. How well does the applicant describe how these funds will augment existing HIV prevention services and provide an assurance that the funds being requested will not duplicate or supplant funds received from the Department?</b>
0	<i>Does not meet requirements or not acceptable:</i> Application failed to address how funds from this RFA will augment existing care and prevention services.
1	<i>Limited in requirements, and response has no description or description is not acceptable:</i> Application did not describe how funds from this RFA will augment existing HIV care and adherence services and did not provide an assurance that the funds being requested will not supplant funds received from the Department.
2	<i>Limited in requirements, response has limited description:</i> Application provided a limited description of how funds from this RFA will augment existing HIV care and prevention services and provided minimal assurance that the funds being requested will not supplant funds received from the Department.
3	<i>Meets all requirements with a descriptive response:</i> Application provided a description of how funds from this RFA will augment existing HIV care and adherence services and provided an assurance that the funds being requested will not supplant funds received from the Department.
5	<i>Meets all requirements with a detailed response:</i> Application provided a thorough description of how funds from this RFA will augment existing HIV care and adherence services. The applicant provided a description of how funding from this RFA will be tracked to ensure the funds being requested will not supplant funds received from the Department.
<b>Point Allocation</b>	<b>PROGRAM PROPOSAL (40 Points)</b>
<b>0–20 points</b>	<b>1. How comprehensive was the applicant in describing the strategies and activities to be used in carrying out the required components of the selected service category?</b>
0	<i>Does not meet requirements or not acceptable:</i> The application failed to describe the proposal purpose, outcomes, and strategies.
5	<i>Limited in requirements, and response has no description or description is not acceptable:</i> The application described the proposal purpose, outcomes, and strategies with little competency, minimal capability, an inadequate approach to the subject area. Application did not describe the applicant’s approach to accomplishing activities related to the selected service category. Application did not have a clear and concise description of the project outcomes they expect to achieve by the end of the three-year funding period.
10	<i>Limited in requirements, response has limited description:</i> The application described the proposal purpose, outcomes, and strategies with fundamental competency, adequate capability, and a basic approach to the subject area. Application described the applicant’s approach to accomplishing activities related to the selected service category but did not have a clear and concise description of the project outcomes they expect to achieve by the end of the three-year funding period. Application did not address how they plan to deliver services in a culturally and linguistically appropriate manner for the selected priority population(s) or described how they plan to refer or provide mental health or substance abuse treatment services to the selected priority population(s).
15	<i>Meets all requirements with a descriptive response:</i> The application described the

	proposal purpose, outcomes, and strategies with clear competency, consistent capability, a sound understanding of the requirements. Application described the applicants approach to accomplishing activities related to the selected service category. Applicant provided a clear and concise description of the strategies and activities. Application addressed how they plan to deliver services in a culturally and linguistically appropriate manner for the selected priority population(s). Applicant described how they plan to refer or provide mental health or substance abuse treatment services to the selected priority population(s).
20	<b>Meets all requirements with a detailed response:</b> The application described the proposal purpose, outcomes, and strategies with extensive competency, proven capabilities, an outstanding approach to the subject area. Application demonstrated an innovative, practical, and effective approach to accomplishing activities related to the selected service category. Applicant provided a clear and concise description of the strategies and activities. Application addressed how they plan to deliver services in a culturally and linguistically appropriate manner for the selected priority population(s). All outcomes described indicate the intended direction of change. Applicant described how they plan to refer or provide mental health or substance abuse treatment services to the selected priority population(s) in great detail.
Point Allocation	
0–20 points	<b>2. How well did the applicant describe the outcomes they expect to achieve by the end of the funding period?</b>
0	<b>Does not meet requirements or not acceptable:</b> Application failed to describe the outcomes expected to be achieved by the end of the funding period as outlined in Section 3.5
5	<b>Limited in requirements, and response has no description or description is not acceptable:</b> Application described the outcomes they expect to achieve by the end of the funding period as outlined in Section 3.5 with little or no descriptive detail. Application partially addressed outcomes and indicators listed in Table.
10	<b>Limited in requirements, response has limited description:</b> Application described a basic approach to the outcomes they expect to achieve by the end of the funding period as outlined in Section 3.5. Application did not indicate direction of change or contain acceptable outcomes related to the outcomes and indicators listed in Table.
15	<b>Meets all requirements with a descriptive response:</b> Application described the outcomes they expect to achieve by the end of the funding period as outlined in Section 3.5. All outcomes indicated the intended direction of change. Applicant proposal used realistic outcomes related the outcomes and indicators listed in Table
20	<b>Meets all requirements with a detailed response:</b> Application described all the outcomes they expect to achieve by the end of the funding period thoroughly. All outcomes indicate the intended direction of change. Applicant outcomes are realistic and demonstrated extensive competency and a reasoned approach to achieve project outcomes listed in Table

Point Allocation	<b>ORGANIZATIONAL CAPACITY AND STAFFING (20 Points)</b>
0–5 points	<b>1. How well does the applicant provide information about the agency, including history, administrative structure, table of organization, mission, vision, goals, and how they relate to the purposes of their proposed program?</b>

0	<b><i>Does not meet requirements or not acceptable:</i></b> Application failed to provide information about the agency.
1	<b><i>Limited in requirements, and response has no description or description is not acceptable:</i></b> Application provided information about the agency but did not describe the agency's history, administrative structure, table of organization, mission, vision, and goals.
2	<b><i>Limited in requirements, response has limited description:</i></b> Application provided information about the agency, including a minimal description of the agency's history, administrative structure, table of organization, mission, vision, goals, but did not adequately address how they relate to the purposes of the proposed project.
3	<b><i>Meets all requirements with a descriptive response:</i></b> Application provided information about the agency, including a description of the agency's history, administrative structure, table of organization, mission, vision, goals, and how they relate to the purposes of the proposed project.
5	<b><i>Meets all requirements with a detailed response:</i></b> Application provided information about the agency, including a detailed description of the agency's history, administrative structure, table of organization, mission, vision, goals, and clearly articulated how they relate to the purposes of the proposed project.
<b>Point Allocation</b>	
<b>0–5 points</b>	<b>2. How comprehensive was the applicant in describing the last two years' experience providing services to the priority population(s); the key personnel who will implement the proposed project; how their agency is prepared to implement the activities of the proposed project; and plans for sustainability once the project period ends?</b>
0	<b><i>Does not meet requirements or not acceptable:</i></b> Application failed to describe the agency's experience providing services to the priority population(s).
1	<b><i>Limited in requirements, and response has no description or description is not acceptable:</i></b> Application described the agency's experience providing services to the priority population(s) with little or no descriptive detail. Application partially addressed key personnel who will implement the proposed project.
2	<b><i>Limited in requirements, response has limited description:</i></b> Application described the agency's experience providing services to the priority population(s) with minimal detail. Application provided a limited description of key personnel who will implement the proposed project and how the agency is prepared to implement the activities of their project. Applicant provided inadequate information related to plans for sustainability once the project period ends.
3	<b><i>Meets all requirements with a descriptive response:</i></b> Application described the last two years' experience providing services to the priority population(s), including: a brief description of projects similar to the one proposed in response to this RFA; length of time working with the priority population; and any services the agency currently provides which focus on the goal or reducing HIV acquisition and transmission within the priority population(s). Applicant provided a description of key personnel who will implement the proposed project, including qualifications. Application described how the agency is prepared to implement the activities of and the plan for orientation and ongoing training of staff/volunteers involved in the proposed project. Applicant described plans for sustainability once the project period ends.
5	<b><i>Meets all requirements with a detailed response:</i></b> Application described the last two years' experience providing services to the priority population(s), including: a brief description of projects similar to the one proposed in response to this RFA; length of

	time working with the priority population; and any services the agency currently provides which focus on the goal or reducing HIV acquisition and transmission within the priority population(s). Applicant provided a description of key personnel who will implement the proposed project, including qualifications. Application described how the agency is prepared to implement the activities of and the plan for orientation and ongoing training of staff/volunteers involved in the proposed project. Applicant described plans for sustainability once the project period ends.
<b>Point Allocation</b>	
<b>0–5 points</b>	<b>3. How well did the Applicant describe their agency’s level of involvement with their local community planning partnership and community planning activities in their area? Applicants should detail the name of the planning partnership, agency personnel that are members of the partnership, and describe any committees/sub-groups agency personnel serve on and their activities.</b>
0	<i>Does not meet requirements or not acceptable:</i> Application failed to describe the agency’s involvement in the local community planning process.
1	<i>Limited in requirements, and response has no description or description is not acceptable:</i> Application described the agency’s involvement with the local planning process with little or no descriptive detail. Application partially addressed community involvement and key partnerships.
2	<i>Limited in requirements, response has limited description:</i> Application described the agency’s experience community involvement and partnerships with minimal detail. Application provided a limited description of community planning involvement and partnerships. Applicant provided inadequate information related to key community partnerships.
3	<i>Meets all requirements with a descriptive response:</i> Application described their involvement in community planning and identified planning partnerships in the community. Detailed the name of the planning partnership, agency personnel that are members of the partnership, and describe any committees/sub-groups agency personnel serve on and their activities.
5	<i>Meets all requirements with a detailed response:</i> Application their involvement in community planning and identified planning partnerships in the community. Detailed the name of the planning partnership, agency personnel that are members of the partnership, and describe any committees/sub-groups agency personnel serve on and their activities.
<b>Point Allocation</b>	
<b>0–5 points</b>	<b>4. If applying as a Minority Organization, does the applicant provide the required documentation for Appendix D: Minority Organization Status?</b>
0	Applicant did not provide the required documentation for Minority Organization Status.
5	Applicant provided the required documentation for Minority Organization Status.
<b>Point Allocation</b>	<b>COLLABORATIONS (10 Points)</b>
<b>0–5 points</b>	<b>1. How well did the applicant describe the coordination/collaborative process used to plan and implement the proposed project; and explain who was involved, how these relationships will be maintained, the expected roles and</b>

	<b>responsibilities, and assurance that there is no duplication or overlap of services?</b>
0	<b><i>Does not meet requirements or not acceptable:</i></b> Application failed to provide a description of the coordination/collaborative process used to plan and implement the proposed project.
1	<b><i>Limited in requirements, and response has no description or description is not acceptable:</i></b> Application provided little or no descriptive detail about the coordination/collaborative process used to plan and implement the proposed project.
2	<b><i>Limited in requirements, response has limited description:</i></b> Application provided a limited description of the coordination/collaborative process used to plan and implement the proposed project. Application partially addressed who was involved in the process, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication or overlap of services.
3	<b><i>Meets all requirements with a descriptive response:</i></b> Application provided a description of the coordination/collaborative process used to plan and implement the proposed project, including who was involved in the process, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication or overlap of services. Applicant described how current or planned collaborations will support sustainability once grant funding ends. Applicant submitted MOAs/MOUs as attachments to support the collaborations described above.
5	<b><i>Meets all requirements with a detailed response:</i></b> Application provided a detailed description of the coordination/collaborative process used to plan and implement the proposed project, including efforts to partner with local health offices and other organizations within the community. Applicant provided a comprehensive description of who was involved in the process, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication or overlap of services. Applicant clearly detailed how current or planned collaborations will support sustainability once grant funding ends. Applicant submitted MOAs/MOUs as attachments to support the collaborations described above.
<b>Point Allocation</b>	
0–5 points	<b>2. How well did the applicant describe how members of the target population and the local community will be involved in project implementation?</b>
0	<b><i>Does not meet requirements or not acceptable:</i></b> Application failed to describe how members of the target population and the local community will be involved in project implementation.
1	<b><i>Limited in requirements, and response has no description or description is not acceptable:</i></b> Application provided little or no descriptive detail on how members of the target population and the local community will be involved in project implementation.
2	<b><i>Limited in requirements, response has limited description:</i></b> Application provided limited detail on how members of the target population and the local community will be involved in project implementation.
3	<b><i>Meets all requirements with a descriptive response:</i></b> Application described how members of the target population and the local community will be involved in project implementation.
5	<b><i>Meets all requirements with a detailed response:</i></b> Application provided a detailed description of how members of the target population and the local community will be involved in project implementation.

<b>Point Allocation</b>	<b>EVALUATION PLAN (10 Points)</b>
0–10 points	<b>1. How well did the applicant’s evaluation plan articulate how the proposed project will be assessed, complete with objectives and measures?</b>
0	<i>Does not meet requirements or Not acceptable:</i> No Evaluation Plan was included in the application and/or basic criteria was not met.
3	<i>Limited in requirements, and response has no description or description is not acceptable:</i> The Evaluation Plan failed to or only described a limited assessment of service participation; plan failed to adequately describe the expected yield of promotion, outreach or recruitment efforts; plan did not adequately describe outcomes related to increases in knowledge, intended behavioral modification, or noted improvement in quality of life measures as a result of participation in the proposed project; evaluation failed to or did not adequately demonstrate how funded activities made an impact, and; expected results of each major objective and activity proposed were missing or inadequate.
5	<i>Limited in requirements, response has limited description:</i> Evaluation Plan covered the entire 3-year term of the project but failed to articulate how program activities will be assessed throughout the project period; assessments of service participation are not quantitative and qualitative; plan vaguely described the expected yields of outreach, and recruitment efforts; plan did not demonstrate planned program outcomes/outcomes cannot be documented; expected results of each major objective and activity proposed were limited and/or lack requested detail.
7	<i>Meets all requirements with a descriptive response:</i> Evaluation Plan covered the entire 3-year term of the project and articulates how program activities will be assessed throughout the project period; included quantitative and qualitative assessments of service participation; adequately described expected yields of outreach, and recruitment efforts; evaluation plan is capable of producing results that can be documented and demonstrated proposed program outcomes; evaluation adequately demonstrated how funded activities made an impact, and; plan identifies the expected result for each major objective and activity proposed.
10	<i>Meets all requirements with a detailed response:</i> Evaluation Plan covered the entire 3-year term of the project and provides a detailed explanation of how program activities will be assessed throughout the project period; plan includes detailed quantitative and qualitative assessments of service participation; plan clearly described the expected yields of outreach, and recruitment efforts; plan is detailed and is capable of producing documented results, and clearly demonstrated the impact of funded activities proposed; expected results for each major objective and activity proposed are provided.
<b>Point Allocation</b>	<b>PROPOSED BUDGET SUMMARY AND BUDGET NARRATIVE (20 Points)</b>
0–10 points	<b>1. Does the proposed budget summary identify all proposed costs for the project activities described in this RFA and are they presented in a line-item budget format? (see Attachment 3)?</b>
0	<i>Does not meet requirements or not acceptable:</i> Applicant failed to provide a budget summary.
3	<i>Limited in requirements, and response has no description or description is not acceptable:</i> Applicant provided a budget summary but did not describe all proposed costs in a line-item budget format.

5	<b>Limited in requirements, response has limited description:</b> Applicant provided a budget summary with a limited description of all proposed costs for the project activities in a line-item budget format.
7	<b>Meets all requirements with a descriptive response:</b> Applicant provided a budget summary (following the template provided in Attachment 3) which describes all proposed costs for the project activities in a line-item budget format.
10	<b>Meets all requirements with a detailed response:</b> Applicant provided a budget summary (following the template provided in Attachment 3) which provides a detailed description of all proposed costs for the project activities in a line-item budget format.
<b>Point Allocation</b>	
<b>0–10 points</b>	<b>2. How comprehensive was the applicant in providing a detailed budget justification narrative for all expenditures? (see Attachment 4)</b>
0	<b>Does not meet requirements or not acceptable:</b> Application failed to provide a budget justification narrative.
3	<b>Limited in requirements, and response has no description or description is not acceptable:</b> Applicant provided a budget justification narrative and provided little or no description of all proposed expenditures.
5	<b>Limited in requirements, response has limited description:</b> Applicant provided a budget justification narrative with a limited description of how the proposed expenditures relate to the activities in the work plan or how the proposed expenditures will support the delivery of services.
7	<b>Meets all requirements with a descriptive response:</b> Applicant provided a budget justification narrative (following example in Attachment 4) with a description of how the proposed expenditures relate to the activities in the work plan or how the proposed expenditures will support the delivery of services.
10	<b>Meets all requirements with a detailed response:</b> Applicant provided a budget justification narrative (following example in Attachment 4) with a detailed description of how the proposed expenditures relate to the activities in the work plan or how the proposed expenditures will support the delivery of services.

I \_\_\_\_\_ confirm that I have been provided the evaluation criteria for scoring replies to the Florida Department of Health, Request for Applications (RFA).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Applicant Certification Regarding Scrutinized Companies List Attachment 9**

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

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

**City-State-Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

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

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

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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

**Printed (Typed) Name and Title:** \_\_\_\_\_

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