

Targeted Outreach for Pregnant Women Act (TOPWA)

RFA20-003

APPLICATION GUIDELINES

FY 2020

Florida Department of Health

Bureau of Communicable Diseases, HIV/AIDS Section

Application Deadline:

October 22, 2020

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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 targeted outreach to identify eligible pregnant women who may not seek proper prenatal care, who suffer from substance abuse problems or are living with HIV, and facilitate linkage to prenatal and medical care services.

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 Program Authority: This program is authorized by section 381.0045, Florida Statutes ; and is exempt from competitive procurement pursuant to section 287.057(3)(e)5, Florida Statutes.

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 50% 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 billing period. A quarterly expenditure report must accompany the March, June, September and December invoices, outlining the total funds expended to date.

1.5 Definitions

The following definitions apply to this Request for Applications:

- a. **Adequate Prenatal Care:** Client’s prenatal care was begun by the fourth month of pregnancy and 80 percent or more of the recommended prenatal visits were made.
- b. **AIDS Drug Assistance Program (ADAP):** A statewide program administered by the Florida Department of Health that provides access to prescribed medicines to people living with HIV in the state who are certified eligible to receive allowable services from the Ryan White Part B Program. The program provides access through purchase of medicines that are dispensed to clients or through the purchase of insurance for services that enhance access to, adherence to, and monitoring of drug treatments.
- c. **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.

- d. **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.
- 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 or a community health center or a federally qualified health care center that provides HIV prevention and/or care services, located in Broward, Duval, Hillsborough, Miami-Dade, Orange, Palm Beach, and Pinellas counties willing to implement an outreach, education, and linkage program through the Target Outreach for Pregnant Women Act (TOPWA) program.
- h. **Application:** The document submitted by an Applicant in response to this RFA.
- i. **Baby Rxxpress (Baby Rx):** A prescription assistance program funded by the Department that covers the cost of a six-week supply of antiretroviral medication for HIV-exposed newborns through participating pharmacies.
- j. **Case Management:** 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.
- k. **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.
- l. **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.
- m. **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.
- n. **Contract:** The formal agreement that results from this procurement, if any, between the Department and Provider.
- o. **Counseling, Testing and Linkage System (CTLs):** A Department developed and maintained web application used to collect HIV testing data for HIV testing performed by registered HIV test sites in the State of Florida as required by the Centers for Disease Control and Prevention cooperative agreement for HIV prevention.
- 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 use 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. **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.
- r. **HIV-Exposed Newborn:** A child aged < 18 months who was born to a mother diagnosed with HIV.
- 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. **Inadequate Prenatal Care:** Client’s prenatal care started after the fourth month of pregnancy or the mother attended less than 50 percent of their recommended prenatal visits.
- u. **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.
- v. **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.
- w. **Medication Adherence:** The extent to which patients take their medication as prescribed by their doctors.
- x. **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.
- y. **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://www.hiv.gov/sites/default/files/nhas-2020-action-plan.pdf>
- z. **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.

- aa. **People with HIV (PWH):** Any persons diagnosed with HIV or AIDS, including infants and children.
- bb. **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.
- cc. **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.
- dd. **Priority Population:** For the purposes of this RFA, the priority population includes any pregnant woman living with HIV or at increased risk of acquiring HIV and/or has a substance use disorder.
- ee. **Provider:** An entity awarded a contract pursuant to the terms of this RFA.
- ff. **Retention:** Remaining connected to medical care after initial linkage for a defined period of time. The process of helping persons with HIV keep their scheduled medical appointments.
- gg. **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
- hh. **Viral Load:** A measurement of the number of copies of HIV per mL of blood.
- ii. **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

Florida Department of
 Health, Office of Contracts
 Email: 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 beginning from the date of contract execution. The contract is anticipated to begin January 1, 2021 and end December 31, 2024. 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 September 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

Prospective applicants shall adhere to the RFA20-003 timelines as identified below.

Schedule	Due Date	Location
Request for Applications Released and Advertised	10/01/2020	Department of Health Grant Funding Opportunities Website: http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Submission of Questions	10/06/2020	Submit questions by email with the subject heading "RFA20-003 Questions" to RequestforApplication@flhealth.gov .
Answers to Questions Posted on website	10/12/2020	Department of Health Grant Funding Opportunities Website: http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu
Applications due (no faxed or e-mailed applications)	Must be received by 10/22/2020 03:00:00 PM EST	To upload your application, go to the Department of Health Automated Upload System: https://requestforapplications.floridahealth.gov .
Anticipated evaluation of applications	10/27/2020	Review and Evaluation of Applications Begins
Anticipated award date	11/16/2020	Department of Health Grant Funding Opportunities Website: http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

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 2.7, 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:

RFA20-003

The Targeted Outreach for Pregnant Women Act Program

Due: September 3, 2020 , 3:00:00 p.m. EST

Applicant's Name:

County(ies) of Services:

Funding Amount Requested:

Number of Clients to be Served:

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 Automated Upload 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: RFA20-003-Provider Name-Program Specific Information (Example: RFA20-003-TOPWA).
 - 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.

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(ies) 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) Letters of Commitment 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) Letters of Commitment 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 3- **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) and number of clients 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. Pages 4 through 34- **Project Narrative** (25-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 RFA. 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 use treatment services to the selected priority population(s).

Applicants should demonstrate how they will identify pregnant women living with HIV or women at increased risk of acquiring HIV and/or who are experiencing substance use disorders and/or in need of mental health services who are not accessing adequate prenatal care and assist them in obtaining medical care/treatment and receive related support services that help them remain in care. Program outcomes must align with Florida's Ending the HIV Epidemic (EHE) goals and objectives, as outlined below.

Pillar 1: Diagnose

Objective 1.2: By May 31, 2021, increase local availability of and accessibility to HIV testing services in non-traditional settings by 10%.

Pillar 2: Treat

Objective 2.1: By May 31, 2021 increase the number of individuals linked to care in 30 days from 81% (2018) to 85%.

Objective 2.2: By May 31, 2021 increase the number of PLWH retained care from 69% (2018) to 73%.

Objective 2.3: By December 31, 2025, increase the percentage of PLWH with a suppressed viral load from 64% (2018) to at least 75%.

Pillar 3: Prevent

Objective 1.1: By December 31, 2021, reduce the annual number of HIV-infected babies born in Florida from 8 (2018) to less than 4.

Objective 1.3: By May 31, 2021, increase screening for PrEP indications among HIV-negative persons by 5–7%.

Applicants must describe their linkage to prenatal and 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 identify and enroll pregnant women living with HIV or at increased risk of acquiring HIV and/or has substance abuse issues.
2. Enhance linkage to and engagement in HIV care of enrolled pregnant women.
3. Increase access to and affordability of medication through Baby Rx, ADAP, Medicaid or other medication assistance programs.
4. Counseling to enhance treatment adherence and assist pregnant women diagnosed with HIV with achieving and maintaining viral suppression.
5. 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.

In addition, agencies funded through this RFA will:

- Focus HIV prevention efforts and outreach in non-traditional locations in communities and areas where HIV is most heavily concentrated to achieve the greatest impact in decreasing the risks of pregnant women acquiring HIV.
- Use the TOWPA program to promote linkage to, adherence to, and retention in medical care with the intent to improve health outcomes for women living with HIV by linking them to quality care and other prevention and social services.
- Integrate TOPWA into substance use rehabilitation or treatment services that are available to chemically-dependent women, particularly pregnant women.
- Ensure infants born exposed to HIV receive virologic testing to diagnose or exclude HIV infection.
- Increase PrEP awareness, screening, and uptake among women at increased risk for HIV
- Increase awareness and educate communities about the transmission of HIV and how to prevent it.

3) Staffing and Organizational Capacity (Four-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 of 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 3.7, 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 (Four-Page Limit):** Applicants must demonstrate an ability to collaborate with their local community partners to identify enrolled clients who have not accessed prenatal care or are not maintaining adherence to medical protocols. Describe the agency's efforts to partner with other organizations within the local community to deliver the proposed project. These may include, but are not limited to, the following:
- a) High-risk and/or traditional obstetrical care providers
 - b) Pediatric infectious disease specialist
 - c) Sexually transmitted disease clinics
 - d) Substance use treatment programs
 - e) Women, Infant and Children's (WIC) clinics
 - f) Healthy Start/Healthy Families programs
 - g) Emergency departments/hospitals
 - h) Mental health clinics
 - i) Intimate partner/Domestic violence shelters
 - j) Regional Perinatal Care Centers (RPICC)
 - k) Faith-based organizations
 - l) Academic institutions
 - m) Homeless shelters
 - n) Jails
 - o) Employment and workforce assistance programs

- p) Non-profit community centers
- q) Other social service-related entities

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 (including substance use and mental health) of pregnant women, including the county health department. The applicant shall describe the coordination/collaborative process used to plan and implement the proposed project. Explain who was involved, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication or overlap of services.
 - b) The applicant shall describe how members of the target population and the local community will be involved in project implementation.
- 5) Evaluation Plan (Two-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 healthy birth outcomes, the prevention of perinatal HIV transmission, and improved health outcomes for mothers. 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 (Three-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 2** and **Attachment 3**. 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 10 percent of the total budget amount. Additional budget formatting instructions can be found in **Attachment 3**. 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.

7) Appendices

- a. Appendix A – Program Description and Design Documentation
 - 1) Documentation of existing agreements (BAAs, MOAs, MOUs) with medical providers where clients may be linked on a priority basis to prenatal and HIV medical care.
 - 2) Documentation of existing agreements (BAAs, MOAs, MOUs) with substance abuse treatment centers and mental health facilities in your area.

- 3) Letters of agreement with WIC and Healthy Start/Healthy Families programs
 - 4) Letter of agreement with local Test and Treat program, if applicable.
 - 5) 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 with AIDS (HOPWA).
- b. Appendix B – Organizational Capacity Documentation
- 1) A table of organization or organizational chart
 - 2) Copy of current Certificate of Incorporation
 - 3) Copies of key personnel’s resumes, email addresses, and phone numbers
 - 4) A current roster of the board of directors, including name, address and telephone
 - 5) A letter from the local community planning partnership chair confirming membership of agency personnel identified as members of the planning partnership
- c. Appendix C – Letters of Agreement/Support
- 1) Letters of agreement or commitment from partners, key stakeholders, and other local organizations where program activities will be implemented.
 - 2) 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 pregnant women living with HIV or at increased risk of acquiring HIV who are not accessing adequate prenatal care and assist them in obtaining medical care/treatment and receive related support services that help them maintain a healthy pregnant and birth outcome. Program outcomes must align with Florida’s EHE goals and objectives, as outlined below.

Pillar 1: Diagnose

Objective 1.2: By May 31, 2021, increase local availability of and accessibility to HIV testing services in non-traditional settings by 10%.

Pillar 2: Treat

Objective 2.1: By May 31, 2021 increase the number of individuals linked to care in 30 days from 81% (2018) to 85%.

Objective 2.2: By May 31, 2021 increase the number of PLWH retained care from 69% (2018) to 73%.

Objective 2.3: By December 31, 2025, increase the percentage of PLWH with a suppressed viral load from 64% (2018) to at least 75%.

Pillar 3: Prevent

Objective 1.1: By December 31, 2021, reduce the annual number of HIV-infected babies born in Florida from 8 (2018) to less than 4.

Objective 1.3: By May 31, 2021, increase screening for PrEP indications among HIV-negative persons by 5–7%.

3.6 Cost of Preparation

Neither the Department nor the State is liable for any costs incurred by an 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 perinatal HIV and/or prenatal program delivery, as well as any collaborations with HIV testing and/or substance use treatment providers. If currently providing perinatal HIV prevention or care 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 TOPWA 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 Contracts 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 Contracts 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 5, 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 7) must be completed as specified.
- d. Description of Current and Prior Funded Projects as specified in **Section 3.7**.
- e. The information and documentation specified in **Section 3.4**.
- f. Applications must document the Applicants ability to meet the following minimum requirements.
 - a. Conduct and/or collaborate with local agencies to provide an annual community needs assessment to analyze data trends within the community and assess needs and access to health care and social services.
 - b. Develop and implement an outreach plan to target women of childbearing years.
 - c. Implement and enroll clients into the TOPWA program.
 - d. Provide pregnancy, HIV, and STD testing to women of childbearing ages.
 - e. Link newly HIV-diagnosed pregnant women to HIV medical care within 30 days of diagnosis.
 - f. 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).
 - g. Act as a liaison with Healthy Start coalitions, children's medical services, Ryan White-funded providers and other services of the Department of Health.
 - h. Increase access to and affordability of medication through Baby Rx, ADAP, Medicaid, or other medication assistance program.
 - i. Assist with the expansion of the Baby Rx program by identifying local pharmacies to participate in the program.
 - j. Conduct outreach and education programs at non-traditional venues, at times and in places where pregnant women frequent and there is a high probability with HIV infection and/or exhibiting high-risk behavior reside.
 - k. Conduct client satisfaction surveys for all enrolled TOPWA clients to assess how the TOPWA services supplied meet or surpass client expectations. Clients should be assessed one–two weeks after enrollment and then again, upon exiting the program.
 - l. Host two community baby showers annually to support TOPWA enrolled mothers by supplying them with educational resources and necessities for their new babies.

- m. Provide linkage services to local family planning providers to ensure access to family planning services for enrolled clients who choose a method of birth control for delaying a subsequent pregnancy.
- n. Provide documentation of existing agreements with HIV service providers that will accept pregnant women diagnosed with HIV on a priority basis to be linked to care or to provide PrEP to pregnant women who are HIV negative.
- o. Provide documentation of existing agreements with local high-risk obstetrical providers in order to identify eligible clients who do not maintain adequate prenatal care.
- p. Provide documentation of existing agreements between substance abuse treatment centers and mental health service providers in the service area.
- q. Provide documentation of existing agreements with local pediatric infectious disease specialists that will provide medical care and treatment for babies with known exposure to HIV or those with an HIV diagnosis.
- r. 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.
- s. Coordinate with local Test and Treat program(s) to provide immediate initiation of ART for pregnant women living with HIV.
- t. Establish agreements with local WIC and Healthy Start programs to identify women who do not maintain adequate prenatal care and facilitate healthy birth outcomes.
- u. Coordinate with local jail or other agencies who collaborate with the jail to assist with providing linkage to medical care for pregnant women upon release.
- v. Ensure HIV-exposed newborns born to women enrolled in TOPWA receive virologic testing to diagnose or exclude HIV infection by six months of age.
- w. Ensure HIV-exposed newborns born to women enrolled in TOPWA are followed up on to ensure antiretroviral medications are given to the baby after birth, as prescribed. The use of video directly observed therapy (vDOT) is preferred.
- x. Provide education on postpartum birth control methods including long-acting reversible contraceptives.
- y. 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.
- z. Prepare client service and expenditure reports as directed by the Department.
- aa. Ensure that the hours of operation for program services meet the needs of the priority population(s) being served; and consider the provision of services during non-traditional evening and weekend hours.
- bb. Provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness.
- cc. Plan and deliver services in coordination with local and state HIV prevention programs to avoid duplication of efforts.
- dd. 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.
- ee. Collect and enter all required data elements into TOPWA CTLS 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 7) 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:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

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

Provider's must agree to 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 the Provider, their subcontractor, or any of the employees, agents, or representatives of the Provider 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 directives 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/>

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 F.S. and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.

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.

Provider 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 Florida law, access by the public must be permitted without delay.

4.11 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.

4.12 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 6**, 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:

Criteria	Maximum Points Allowed
Statement of Need – 2 pages	20 points
Program Proposal – 10 pages	40 points
Organizational Capacity and Staffing – 4 pages	20 points
Collaborations – 4 pages	20 points
Evaluation Plan – 2 pages	10 points

Proposed Budget Summary and Narrative – 3 pages	10 points
Total	120 points

5.5 Determination of Grant Awards

Contracts 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.

For online help, go to 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

Funds from this RFA may only be used to implement perinatal HIV prevention services. The funds originate from the state’s General Revenue Fund and Department’s Cooperative Agreement with the CDC for integrated HIV prevention and surveillance programs. As such, all applicants awarded funds under this RFA are considered federal subrecipients. Administrative Costs are limited to 10 percent of the total budget.

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

- Reference Guide for State Expenditures found at:
<https://myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.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)

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

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.

Allowable costs - must be reasonable and necessary and include, but are not limited to the following:

Personnel salaries and fringe benefits;
Travel in accordance with section 112.061, Florida Statutes and the Department's policies and procedures;
Office space, furniture, and equipment;
Program related expenses, such as office supplies, postage, copying, telephone, utilities, insurance, and advertising;
Computer hardware and software, including electronic health record and billing system enhancements;
Direct service provisions and activities;
Program supplies and materials (e.g., HIV and pregnancy testing supplies, brochures, sexual health education items, condoms, lubricants, risk reduction intervention materials);
Promotional activities;
Client incentive and promotional items (as defined in DOHP250-18-18: Client Incentives and Promotional Items and in accordance with section 20.43, Florida Statutes);
Food vouchers, certificates, or coupons;
Media and marketing activities and items (out-of-home, radio, television, and digital/Internet);
Comprehensive sex education curricula and supporting materials;
Financial compliance audit if required by Attachment #; and
Level II background screening.

Unallowable costs - include, but are not limited to the following:

Pursuant to Florida Administrative Code Rule 3A-40.103, expenditures from state funds for items listed below are prohibited unless expressly provided by law:

Telegrams
Flowers
Presentment of plaques for outstanding service
Decorative items (globes, statues, potted plants, picture frames, etc.)
Greeting cards (per section 286.27, Florida Statutes use of state funds for greeting cards is prohibited)

Unless specifically authorized by law, the expenditure of state funds for the following items related to professional and occupational licenses are not allowable:

Florida or other bar dues
Professional license fees
Occupational license fees
Driver license fees
Other fees for licenses required for an individual to pass the examination for any of the above licenses, unless the training is directly related to the person's current official duties related to delivery of the program services
Examination fees for professional occupational or other licenses for a person to perform his or her official duties

Other unallowable costs and expenditures include:

Research;
Clinical care;
Lobbying;
Cash awards to employees or ceremony expenditures;
Entertainment costs, including food, drinks, decorations, amusement, diversion, and social activities and any expenditures directly related to such costs;
Gift cards (e.g., Walmart, Publix, Winn-Dixie);
Organizational affiliations, fund raising, and public relations;
Deferred payments to employees as fringe benefit packages;
Severance pay and unearned leave;
Capital improvements, alterations or renovations;
Lease or purchase of vehicles;
Development of major software applications;
Direct client assistance (monetary);
Conference sponsorship;
Personal cellular telephones;
Meals not in accordance with section 112.061, Florida Statutes;
Appliances for the personal convenience of staff, including microwave ovens, refrigerators, coffee pots, portable heaters, fans, etc.;
Penalty on borrowed funds or statutory violations or penalty for late or nonpayment of taxes;
Supplanting of other federal, state, and local public funds expended to provide HIV prevention program services and activities;

Section 7.0 REPORTING AND OTHER REQUIREMENTS

7.1 Post Award Contract Requirements

1. Counseling Testing and Linkage System (CTLS) Reporting
Providers will be required to report client demographic and services data directly into the CTLS system. The Department's HIV/AIDS Section and CTLS Helpdesk team will work with all Providers to

develop user accounts and provide training and technical assistance.

2. Monthly Invoices for Payment

Providers will be required to submit a monthly invoice within 10 days following the end of each month documenting the deliverables performed during the month. TOPWA Monthly Summary reports must be submitted with the monthly invoice and in a format provided by the Department.

3. Quarterly Financial Report

Providers 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 1

Budget Format Instructions

General Information

All expenses for your project must be in line item detail on the forms provided. TOPWA-funded indirect costs may not exceed 10 percent of salary and fringe and must be fully itemized and justified. Assume a 12-month budget, with a period of January 1, 2021–December 31, 2021. Complete **Attachments 2 and 3** (Budget Summary and Budget Justification Narrative).

Budget Justification Narrative Form

Use **Attachment 3** 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 2

Budget Summary Format

Personnel/Salaries	Based on percentage/time spent working on the Targeted Outreach for Pregnant Women Act project.
Fringe benefits	FICA/Social Security, health, life insurance, workman's compensation, etc.
Staff travel	In accordance with 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)
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	Based on the Provider's negotiated contract terms
Office supplies	Based on the Provider's negotiated contract terms
Furniture/equipment/computers	Based on the Provider's negotiated contract terms
Equipment rental/maintenance	Based on the Provider's negotiated contract terms
Other	Based on the Provider's negotiated contract terms contract
Total Direct Costs	Based on the Provider's negotiated contract terms
Administrative Costs (must not exceed 10%)	Based on the Provider's negotiated contract terms
TOTALS	

Attachment 3

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 3, 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. Contractual and Consultant Costs – Itemize they type and costs of any program-related contractual or consultant work to be performed.

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

Items	Computation	Cost
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L. 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 4
TOPWA Program Application Checklist**

This checklist is to be used by Applicants to help ensure that all parts of the Application are included.	
CHECKLIST ITEMS	
Cover Page (1-Page Limit) - with authorized signature	
Table of Contents - All major sections of the application are identified along with the page	
Project Summary (1-Page Limit) - Does not exceed page limits	
Statement of Need (2-Page Limit) - Does not exceed page limits	
Program Proposal (10-Page Limit) - Does not exceed page limits	
Staffing and Organizational Capacity (4-Page Limit) - Does not exceed page limits	
Collaborations (4-Page Limit) - Does not exceed page limits	
Evaluation Plan (2-Page Limit) - Does not exceed page limits	
Budget Summary (3-Page Limit) - Provided in the required format; does not exceed maximum grant amount allowed; and all calculations are correct. Budget Narrative - Addresses all cost items identified on the Budget Summary, including the amount. All calculations are correct. Does not exceed page limits.	
Appendix A - Program Description and Design Documentation A.1. Documentation of existing agreements (BAAs, MOAs, MOUs) with at least two medical providers where clients may be linked to HIV medical care. A.2. Documentation of existing agreement A.3. Documentation of existing agreements (BAAs, MOAs, MOUs) with substance abuse treatment centers and mental health facilities in your area A.4. Letter of agreement with local Test and Treat program, if applicable. A.5. Letter of agreement with WIC and Healthy Start programs to provide support to expecting families who may be at risk of a poor birth outcome A.6. 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).	
Appendix B - Organizational Capacity Documentation B.1. A table of organization or organizational chart B.2. Copy of Current Certificate of Incorporation B.3. Copies of key personnel's resumes, email addresses, and phone numbers B.4. A current roster of the board of directors, including name, address and telephone numbers B.5. A letter from the local community planning partnership chair confirming membership of agency personnel identified as members of the planning	
Appendix C- Collaboration Documentation C.1. Letters of agreement or commitment from partners, key stakeholders, and other local organizations where program activities will be implemented. C.2. Letters of support with other collaborative partners, identifying their role and contribution to the project.	
Appendix D- Minority Organization Status	
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-point font with a one-inch margin all around.	

Attachment 5

Business Associate 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 6

**EVALUATION CRITERIA
RATING SHEET AND SCORE SUMMARY**

DEPARTMENT OF HEALTH, TARGETED OUTREACH FOR PREGNANT WOMEN ACT

Name of Evaluator: _____

Name of Applicant: _____

Counties covered by this project: _____

Annual amount requested: _____

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

Evaluator's Signature

Date

EVALUATION CRITERIA
RFA-Targeted Outreach for Pregnant
Women Act (TOPWA)

Point Allocation	STATEMENT OF NEED (20 points)
0–5 points	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?
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.
Point Allocation	
0–5 points	2. How comprehensive was the Applicant in describing the impact of substance use and mental health on the priority population(s) and the plan to integrate TOPWA into the treatment services?
0	<i>Does not meet requirements or not acceptable:</i> The Application failed to describe the priority population(s) and the impact of substance use and mental health.
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 describe the impact of substance use and mental health.
2	<i>Limited in requirements, response has limited description:</i> 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). Applicant provided limited description of the impact of substance use and mental health on priority population(s).
3	<i>Meets all requirements with a descriptive response:</i> 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). Applicant provide a description of the impact of substance use and mental health on priority population(s).
5	<i>Meets all requirements with a detailed response:</i> 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). Applicant provide a detailed description of the impact of substance use and mental health on priority population(s).
Point Allocation	
0–5 points	3. How comprehensive was the Applicant in describing the impact of mental health, substance abuse and 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?
0	<i>Does not meet requirements or not acceptable:</i> Application failed to identify HIV-related disparities and gaps in scope, reach, coordination, and services for the population(s).
1	<i>Limited in requirements, and response has no description or description is not acceptable:</i> Application provided limited information on the impact of mental health, substance use and HIV/AIDS on the selected priority population(s). Applicant did not provide description of gaps in the scope, reach, coordination, and services for the population(s).
2	<i>Limited in requirements, response has limited description:</i> 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	<i>Meets all requirements with a descriptive response:</i> 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	<i>Meets all requirements with a detailed response:</i> 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).
Point Allocation	
0–5 points	4. How well does the Applicant describe how these funds will augment existing perinatal HIV prevention services and provide an assurance that the funds being requested will not duplicate or supplant funds received from the Department?
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 perinatal prevention, HIV care and adherence services and did not provide an assurance that the funds being requested will not replace 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 perinatal HIV prevention, HIV care and prevention services and provided minimal assurance that the funds being requested will not replace 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 perinatal HIV prevention, HIV care and adherence services and provided an assurance that the funds being requested will not replace 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 perinatal HIV prevention, 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 replace funds received from the Department.
Point Allocation	PROGRAM PROPOSAL (40 Points)
0–20 points	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?
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	Limited in requirements, response has limited description: 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	Meets all requirements with a descriptive response: The Application described the proposal purpose, outcomes, and strategies with clear competency, consistent capability, a sound understanding of the requirements. Application described the applicant’s 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	Meets all requirements with a detailed response: 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	2. How well did the Applicant describe the outcomes they expect to achieve by the end of the funding period?
0	Does not meet requirements or not acceptable: Application failed to describe the outcomes expected to be achieved by the end of the funding period as outlined in Section 3.5
5	Limited in requirements, and response has no description or description is not acceptable: 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 Section 3.5.
10	Limited in requirements, response has limited description: 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 Section 3.5.
15	Meets all requirements with a descriptive response: 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 Section 3.5.

20	<i>Meets all requirements with a detailed response:</i> 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 Section 3.5.
Point Allocation	ORGANIZATIONAL CAPACITY AND STAFFING (20 Points)
0–5 points	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?
0	<i>Does not meet requirements or not acceptable:</i> Application failed to provide information about the Applicant.
1	<i>Limited in requirements, and response has no description or description is not acceptable:</i> Application provided information about the agency but did not describe the agency’s history, administrative structure, table of organization, mission, vision, and goals.
2	<i>Limited in requirements, response has limited description:</i> 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	<i>Meets all requirements with a descriptive response:</i> 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	<i>Meets all requirements with a detailed response:</i> 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.
Point Allocation	
0–5 points	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?
0	<i>Does not meet requirements or not acceptable:</i> Application failed to describe the agency’s experience providing services to the priority population(s).
1	<i>Limited in requirements, and response has no description or description is not acceptable:</i> 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	<i>Limited in requirements, response has limited description:</i> 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	<i>Meets all requirements with a descriptive response:</i> 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 perinatal HIV 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 and volunteers involved in the proposed project. Applicant described plans for sustainability once the project period ends.
5	<i>Meets all requirements with a detailed response:</i> 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 perinatal HIV 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 and volunteers involved in the proposed project. Applicant described plans for sustainability once the project period ends.
Point Allocation	
0–5 points	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.
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 and sub-groups agency personnel serve on and their activities.

Point Allocation	
0–5 points	4. If applying as a Minority Organization, does the Applicant provide the required documentation for Appendix D: Minority Organization Status?
0	Applicant did not provide the required documentation for Minority Organization Status.
5	Applicant provided the required documentation for Minority Organization Status.
Point Allocation	COLLABORATIONS (10 Points)
0–5 points	1. How well did the Applicant describe the coordination and 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 responsibilities, and assurance that there is no duplication or overlap of services?
0	<i>Does not meet requirements or not acceptable:</i> Application failed to provide a description of the coordination/collaborative process used to plan and implement the proposed project.
1	<i>Limited in requirements, and response has no description or description is not acceptable:</i> Application provided little or no descriptive detail about the coordination/collaborative process used to plan and implement the proposed project.
2	<i>Limited in requirements, response has limited description:</i> 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	<i>Meets all requirements with a descriptive response:</i> 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 Letters of Commitment as attachments to support the collaborations described above.
5	<i>Meets all requirements with a detailed response:</i> 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 Letters of Commitments as attachments to support the collaborations described above.
Point Allocation	
0–5 points	2. How well did the applicant describe how members of the target population and the local community will be involved in project implementation?
0	<i>Does not meet requirements or not acceptable:</i> Application failed to describe how members of the target population and the local community will be involved in project implementation.
1	<i>Limited in requirements, and response has no description or description is not acceptable:</i> 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	<i>Limited in requirements, response has limited description:</i> Application provided limited detail on how members of the target population and the local community will be involved in project implementation.
3	<i>Meets all requirements with a descriptive response:</i> Application described how members of the target population and the local community will be involved in project implementation.
5	<i>Meets all requirements with a detailed response:</i> Application provided a detailed description of how members of the target population and the local community will be involved in project implementation.
Point Allocation	EVALUATION PLAN (10 Points)
0–10 points	1. How well did the Applicant’s evaluation plan articulate how the proposed project will be assessed, complete with objectives and measures?
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 or 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.

Point Allocation	PROPOSED BUDGET SUMMARY AND BUDGET NARRATIVE (20 Points)
0–10 points	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)?
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	<i>Limited in requirements, response has limited description:</i> Applicant provided a budget summary with a limited description of all proposed costs for the project activities in a line-item budget format.
7	<i>Meets all requirements with a descriptive response:</i> 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	<i>Meets all requirements with a detailed response:</i> 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.
Point Allocation	
0–10 points	2. How comprehensive was the Applicant in providing a detailed budget justification narrative for all expenditures? (see Attachment 4)
0	<i>Does not meet requirements or not acceptable:</i> Application failed to provide a budget justification narrative.
3	<i>Limited in requirements, and response has no description or description is not acceptable:</i> Applicant provided a budget justification narrative and provided little or no description of all proposed expenditures.
5	<i>Limited in requirements, response has limited description:</i> 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	<i>Meets all requirements with a descriptive response:</i> 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	<i>Meets all requirements with a detailed response:</i> 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.

**ATTACHMENT 7
RESPONDENT CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

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 Applicant, I hereby certify that the company identified above in the section entitled "Applicant 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 the 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.