

**RFA # 20-004
HIV/AIDS Patient Care Services**



**FLORIDA DEPARTMENT OF HEALTH IN DESOTO COUNTY
AREA 8 HIV/AIDS PROGRAM
REQUEST FOR APPLICATIONS**

DOH RFA # 20-004
HIV/AIDS Patient Care Services

Applicant Name: _____

Area(s) to be Served: _____

Annual Amount Requested: _____

Name of Contact Person: _____

Applicant Mailing Address: _____

City, State, Zip: _____

Telephone Number(s): _____ Fax Number _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

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

Authorized Signature (Manual): _____

Authorized Signature (Typed or Printed) and Title: _____

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

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

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TIMELINE

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

Schedule	Due Date	Location
Request for Applications Released and Advertised	11/20/2020	Department of Health Grant Funding Opportunities Website: http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html
Submission of Written Questions (Questions may be mailed, faxed or sent by e-mail.)	11/30/2020	Submit to: Jenny Turner, Office Operations Consultant I Attention: RFA # 20-004 Florida Department of Health, DeSoto County 34 South Baldwin Avenue Arcadia, FL 34266 Fax: (863) 491-7598 Email: Jenny.Turner@flhealth.gov
Answers to Questions Posted on website	12/07/2020	Department of Health Grant Funding Opportunities Website: http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html
Applications due (no faxed or e-mailed applications)	Must be received NO LATER than 3:00 PM EST 12/29/2020	Submit to: Jenny Turner, Office Operations Consultant I Attention: RFA # 20-004 Florida Department of Health, DeSoto County 34 South Baldwin Avenue Arcadia, FL 34266
Anticipated evaluation of applications	12/29/2020	Review and Evaluation of Applications Begins
Anticipated award date	01/19/2021	Department of Health Grant Funding Opportunities Website: http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html

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Definitions

- 1) **Acquired Immunodeficiency Syndrome (AIDS):** A disease caused by the human immunodeficiency virus.
- 2) **Administrative Cost:** In accordance with the *HRSA Ryan White Part B Manual*, usual and recognized overhead activities, including established indirect rates. This cost also includes management oversight of specific programs funded under Ryan White HIV/AIDS Program Part B, and program support such as quality assurance, quality control, and related activities. For this RFA, programmatic support costs must be no more than 5 percent of the amount awarded. The 5 percent cap is inclusive of any subcontracted administrative cost. All administrative costs must comply with the requirements outlined in 45 C.F.R. Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 3) **Allowable Services:** Specific services to be provided that include comprehensive core medical and support services for individuals with HIV disease as described in the attached Budget Summary.
- 4) **Applicant:** Entity submitting an application for funding.
- 5) **Application and Response:** the complete written response of the Proposer to the RFA, including properly completed forms, supporting documents, and attachments.
- 6) **Area 8 Ryan White service delivery system:** Network of service providers with agreements for providing Ryan White services in Charlotte, Collier, Desoto, Hendry, Glades, Lee and Sarasota Counties.
- 7) **Beneficiary:** any individual who received Ryan White and PCN Beneficiary direct and/or supportive services during the operating year.
- 8) **CAREWare:** free software provided by the DOH for managing and monitoring HIV/AIDS patient care services.
- 9) **Case Management:** a client-centered service that links clients with health care, psychosocial and other services to insure timely, coordinated access to medically appropriate levels of health and support services and continuity of care.
- 10) **Community-based organization (CBO):** An organization that provides services to locally defined populations, which may or may not include populations infected with or affected by HIV disease.
- 11) **Continuum of HIV Care:** A model that outlines the sequential steps or stages of HIV medical care that people living with HIV go through from initial diagnosis to achieving the goal of viral suppression (a very low level of HIV in the body), and shows the proportion of individuals living with HIV who are engaged at each stage. The Continuum of HIV Care is sometimes also referred to as the HIV Treatment Cascade or Care Continuum.
- 12) **Contract Manager:** an employee of the Department responsible for enforcing performance of the contract terms and conditions and serving as a liaison to the provider.
- 13) **Contractor or Provider:** the business entity to which a contract has been awarded by the Department in accordance with an application submitted by that entity in response to this RFA.

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- 14) **Department, DOH or Buyer:** Florida Department of Health in DeSoto County and may be used interchangeably.
- 15) **Eligible Person:** an applicant who meets all the criteria under Chapter 64D-4, Florida Administrative Code (“F.A.C.”)
- 16) **Ending the HIV Epidemic (EHE):** A Plan for America is a bold plan that aims to end the HIV epidemic in the United States by 2030. EHE is the operational plan developed by agencies across the U.S. Department of Health and Human Services (HHS) to pursue that goal.
- 17) **General Revenue (GR):** Funding allocated by the state legislature and distributed through the Department’s HIV/AIDS Section. See also: Patient Care Network-General Revenue (PCN) funding.
- 18) **Grantee:** the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.
- 19) **Health Resources and Services Administration (HRSA):** The agency of the U.S. Department of Health and Human Services (HHS) that administers various primary care programs for the medically underserved, including the Ryan White HIV/AIDS Program.
- 20) **Human Immunodeficiency Virus (HIV):** The virus that causes AIDS.
- 21) **Low Income:** a person whose household income is at or below the maximum allowable amount as defined in Chapter 64D-4, F.A.C.
- 22) **Mandatory Requirement or Minimum Requirements:** The Department’s established requirements with respect to applications to be submitted. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in this RFA indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the application or termination of the Contract/Direct Order.
- 23) **Medicaid:** a joint Federal and state program that helps with medical costs for some people with low incomes and limited resources.
- 24) **Minor Irregularity:** used in the context of this RFA and perspective Contract/Direct Order, indicates a variation from the application terms and conditions which does not affect the price of the response, or give the applicant(s) an advantage or benefit not enjoyed by other applicant(s), or does not adversely impact the interests of the Department.
- 25) **National HIV/AIDS Strategy (NHAS):** National strategy released in July 2010 and subsequently updated to 2020, by the Office of National AIDS Policy, with four main goals for HIV/AIDS in the United States to:
 - 1) Reduce new HIV infections
 - 2) Increase access to care and improve health outcomes for people living with HIV
 - 3) Reduce HIV-related health disparities and inequities
 - 4) Achieve a more coordinated national response to the HIV epidemic.
- 26) **Part B Grantee:** the Florida Department of Health in DeSoto County Lead Agency.
- 27) **Patient Care Network-General Revenue (PCN):** Funding allocated by the state legislature and distributed through the Department’s HIV/AIDS Section. See also: General Revenue (GR) funding.
- 28) **People Living with HIV (PLWH):** Anyone infected with HIV, including infants and children.

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- 29) **Proposer and Applicant(s):** the entity that submits materials to the Department in accordance with these instructions, or other entity responding to this RFA. The term “Vendor” may also be used.
- 30) **Provider:** An entity awarded a contract pursuant to the terms of this RFA.
- 31) **RFA:** This Request For Applications # 20-004 for patient care services.
- 32) **“Ryan White Client”** is defined as any individual who identifies as positive with HIV/AIDS and meets the criteria in Chapter 64D-4 and who is seeking patient care services.
- 33) **Ryan White Fiscal Part B Year:** April 1-March 30.
- 34) **Unmet Need:** Unmet Need is defined by HRSA as the number of individuals for which there is no evidence of any of the following three components of HIV primary medical care during a specified 12-month time frame: viral load (VL) testing, CD4 count, or provision of anti-retroviral therapy. Unmet Need is further defined as the need for HIV related health services for individuals with HIV, who are aware of their HIV status, but who are not receiving HIV primary health care.

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

Section 1.0 INTRODUCTION

1.1 Program Authority

Section 381.003, Florida Statutes, entitled Communicable Disease and AIDS Prevention and Control, gives the Department authority to fund contracts under this RFA. Additionally, portions of this program are also governed by Florida Administrative Code Chapter 64D-4, entitled “Eligibility Requirements for HIV/AIDS Patient Care Programs;” HIV/AIDS Case Management Standards and Guidelines; Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White) program, as amended, and HRSA Program Policy Notices.

1.2 Notice and Disclaimer

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

Contract awards will be determined by the Department at its sole discretion based on the availability of funds and the quality of the applications. The Department reserves the right to award one or multiple contracts, or to not award any contracts, if it deems it in

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the best interest of the state of Florida and the Department. The Department reserves the right to negotiate budgetary changes with applicants prior to the award of a contract. Applicants may decline the modified contract award or may request a commensurate modification in the scope of the project.

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

1.3 Program Purpose

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

1.4 Available Funding

An estimated \$970,000 is available annually in Ryan White Consortia (Part B) funding over the multi-year contract cycle for this RFA. The number of contract awards will depend upon the amount of funds available, as well as the number and quality of applications received. The Department reserves the right to increase or reduce funding amounts for contract(s) resulting from this RFA. The Ryan White Consortia funds provided under this RFA are federal funds.

1.5 Matching Funds

There is no match requirement.

1.6 Contract Term

The initial term for contracts resulting from this RFA will be for a period of one year beginning from the date of execution of the contract. It is anticipated that the contracts will begin on April 1, 2021, and end March 31, 2022, for Ryan White Consortia. Contracts awarded under this RFA may be renewed annually for up to two years' contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial contract, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

Section 2.0 PROGRAM OVERVIEW

2.1 Background

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

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

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

2.2 Geographic Areas

The tables below designate the geographic areas eligible for funding, funding amounts available and the services to be provided for the period of April 1, 2021 through March 31, 2022. These same geographic areas apply to this RFA. The number of clients served may vary. Applicants must submit only one application per service per geographic area.

TABLE 1: Ryan White Consortia funding

Geographic areas
Area 8: <ul style="list-style-type: none">• Charlotte• Collier• DeSoto• Glades• Hendry• Lee• Sarasota

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Services to be provided

Core Medical Services:

- AIDS Pharmaceutical Assistance
- Early Intervention Services
- Health Insurance Premium/Cost Sharing
- Home and Community-Based Services
- Home Health Care
- Medical Case Management (including treatment adherence)
- Medical Nutrition Therapy
- Mental Health Services - Outpatient
- Oral Health
- Outpatient Ambulatory Health Services
- Substance Abuse Services-Outpatient

Support Services:

- Emergency Financial Assistance
- Food Bank/Home Delivered Meals
- Health Education/Risk Reduction
- Housing
- Linguistic Services
- Non-Medical Case Management Services
- Outreach Services
- Psychosocial Support Services
- Referral for Health Care/Supportive Services
- Substance Abuse Services - Residential

2.3 Program Requirements

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

- The most current Florida Ryan White Part B/General Revenue Patient Care Network Programs Administrative Guidelines)
http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/documents/administrative-guidelines/documents/Administrative_Guidelines_2020-21_Final.pdf

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- The most current Florida HIV/AIDS Patient Care Eligibility Procedures Manual (<http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/ documents/eligibility-information/eligibility-manual-6-28-16-c.pdf>)
- The most current Florida HIV/AIDS Case Management Guidelines (<http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/ documents/case-management/ documents/Case Management Guidelines Complete FINAL 6-25-19.pdf>)
- The most current Ryan White HIV/AIDS Program Services Report Instruction Manual (<https://careacttarget.org/library/ryan-white-hivaids-program-services-report-rsr-instruction-manual>)
- The most current HRSA Monograph, Using Data to Measure Public Health Performance Guide (https://careacttarget.org/sites/default/files/file-upload/resources/HRSA_HAB_Data_Monograph_Guide_for_Ryan_White_HIV_AIDS_Program-Grantees.pdf)
- Administration of needs assessments as required, including review of the most current needs assessment data (<http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/index.html>)
- The most current Ryan White HIV/AIDS Program Part B Manual published by the HIV/AIDS Bureau, HRSA, DHHS (<https://hab.hrsa.gov/sites/default/files/hab/Global/habpartbmanual2013.pdf>)
- The most current HRSA Policy Notices and Program Letters (<http://hab.hrsa.gov/manageyourgrant/policiesletters.html>)
- Administration of a local Ryan White Part B comprehensive plan as required, including a review of the most current Statewide Coordinated Statement of Need and Comprehensive Plan (<https://hab.hrsa.gov/sites/default/files/hab/Global/hivpreventionplan062015.pdf>)
- The National HIV/AIDS Strategy (NHAS) and The National HIV/AIDS Strategy Implementation Plan (<https://www.cdc.gov/hiv/policies/nhas.html> and <https://hab.hrsa.gov/about-ryan-white-hivaids-program/national-hivaids-strategy-updated-2020>)
- 2 C.F.R. Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (<https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200-appl1>)
- 45 C.F.R. 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (<http://www.eC.F.R..gov/cgi-bin/text-idx?node=pt45.1.75>)
- HRSA/HAB Glossary of Terms (<https://www.hrsa.gov/about/strategic-plan/glossary>)
- HRSA Policy Clarification Notice (PCN) #15-01, Treatment of Costs under the 10% Administrative Cap for Ryan White HIV/AIDS Program Parts A, B, C, and D (<https://hab.hrsa.gov/sites/default/files/hab/Global/HRSA-HAB-PCN15-01.pdf>)

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2.4.1 Applicant's Results

Applicants must address how they will improve the Continuum of HIV Care in their area if funding is provided. Applicants must identify the overall program purpose and program expectations and how the anticipated project results are consistent with the four goals of the 2020 National HIV/AIDS Strategy:

- 1) Reducing new HIV infections;
- 2) Increasing access to care and improving health outcomes for people living with HIV;
- 3) Reducing HIV-related health disparities and health inequities;
- 4) Achieving a more coordinated national response to the [HIV epidemic](#).

2.5 Current and Prior Funded Projects

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

Section 3.0 TERMS AND CONDITIONS OF SUPPORT

3.1 Eligible Applicants

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

3.2 Eligibility Criteria

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

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

3.3 Corporate Status

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

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3.4 Use of Grant Funds

Funds from this RFA must only be used for core medical and support services using Ryan White Part B Consortia funds. Applicants must not allocate more than 5 percent of the total amount awarded for programmatic costs.

As cited in the [HRSA PCN #15-01](#), the portion of direct facilities expenses, to include only rent and utilities, for entities providing core medical and support services for Ryan White Part B eligible clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the programmatic cost cap, and instead could be counted under the relevant core medical or support service category. Ryan White Part B Sub-Recipients will be required to pay the Service Providers. In order for the Sub-Recipient to recover funds, they will need to provide proof of service by the Service Provider, thru invoice or billing forms, and include the amount requested as a line item on the Monthly Expenditure Report.

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

3.5 Payment

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

3.6 Staffing Requirements

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

3.7 Service Location

Service Delivery Location

The Provider must offer services to clients at a minimum of Monday through Friday, excluding state holidays, from one or more service delivery locations.

Service Times

The provider must offer services to clients at a minimum from 8am to 5pm EST, excluding state holidays, from one or more service delivery locations. With approval, community-based organizations may alter these hours as long as the hours are clearly described and posted and include a minimum of 40 hours per week.

Changes in Location

The Provider will notify the Department in writing a minimum of one (1) month prior to making changes in location.

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3.8 Data Requirements

The successful respondent will be required to use DOH's CAREWare to capture pertinent clinical, eligibility, demographic and case management information. The Florida DOH HIV/AIDS Section and Department will develop and make available reports from the CAREWare database that will assist respondent(s) to remain in compliance with federal and state requirements. Over the course of the resulting contract, the successful respondent will be required to complete and provide at a minimum, an acceptable performance and compliance for the following performance measures:

Performance Measure 1: The successful respondent providing Medical Case Management must capture the clinical information necessary to monitor HRSA Performance Measures – Core Measures (<https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>)

Performance Measure 2: The successful respondent providing Medical Case Management must maintain documentation that clients are eligible, as defined by Chapter 64D-4 F. A. C., at the time services are rendered.

Performance Measure 3: The successful respondent must maintain a quality management plan and procedure. The successful respondent shall have established a quality assurance (QA) program for services provided to Ryan White clients. Written program protocols shall be in place at the time of contract execution. A written report on QA program findings shall be provided at the time of annual site visits. The successful respondent will address all identified problems in a timely manner and, upon request, shall address specific issues raised by the Department.

Performance Measure 4: The successful respondent must notify Department Area 8 Lead Agency when a verbal or written complaint is filed related to any services.

Performance Measure 5: The successful respondent must submit the most current Agency disaster response plan to the Department Contract Manager within the first 60 days of the contract.

Acceptable performance of these Measures is required, and completion of additional performance measures may be required by the Department.

Section 4.0 APPLICATION REQUIREMENTS

4.1 Application Forms

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

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4.2 Instructions for Formatting Application

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

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

4.3 Title Page - One Page Limit

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

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

4.4 Table of Contents - Two Page Limit

Each copy of the application must contain a table of contents identifying the major sections as titled in the Request for Applications Checklist in 4.13 with corresponding page numbers.

4.5 Project Summary - Two Page Limit

Applicants must provide a succinct summary of the proposed project, in response to this RFA. The project summary must identify the main purpose of the project, the priority population(s) to be served, proposed components to be implemented, types of services offered, the area to be served, expected outcomes, and the total annual amount requested by funding source as detailed in Section 2.2, Tables 1-3.

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4.6 Statement of Need - Three Page Limit

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

- a) Description of the HIV/AIDS infections within each geographic area
- b) Description of the assessed needs, including care needs and capacity development needs resulting from disparities in the availability of HIV-related services
- c) Description of priorities for the allocation of funds based on the size and demographics of the population to be served and identified needs
- d) Description of assessed gaps in care
- e) Description of assessed barriers to care

4.7 Objectives - Three Page Limit

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

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

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

4.8 Program Plan - Five Page Limit

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

- 1) Address the four primary goals of the 2020 National HIV/AIDS Strategy as referenced in Section 2.4.
- 2) Address Unmet Need and reduce the number of persons out of care.
- 3) Address individuals who are unaware of their HIV status with regard to identifying them, making them aware of their status, referring them to care, and linking them to care.
- 4) Ensure geographic parity in access to HIV/AIDS services throughout the geographic area.
- 5) Address the needs of emerging populations.

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- 6) EHE Ending the HIV Epidemic plan (<https://www.hrsa.gov/ending-hiv-epidemic>)

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

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

4.9 Evaluation Plan - Four Page Limit

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

4.10 Management Plan - Ten Page Limit

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

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

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- d) Applicants' capacity to implement and maintain the proposed project. Include information on project resources, materials, and space. Detail how Applicant is prepared to implement the required services and activities of the proposed project, or applicant's plan to build the capacity to implement and sustain (once project period ends) its proposed project.

4.11 Collaboration - Two Page Limit

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

- a) Applicant's level of involvement with its local community planning partnership and community planning activities in its area. Detail the name of the planning partnership, and any personnel that are members of the partnership. Describe any committees/sub-groups that its personnel serve on, and their activities. Identify planned collaborative efforts with public/private agencies that address issues of PLWH. Describe the coordination of the collaborative process used to plan and implement the proposed project, including, but not limited to, an explanation of who was involved, how these relationships will be maintained, the expected roles and responsibilities, and assurance that there is no duplication, or overlap, of services.
- b) How members of the target population and the local community will be involved in project implementation, including the following:
 - 1) A description of the methods used to engage communities, PLWH, and impacted population groups to ensure that HIV activities are responsive to the needs in that service area.
 - 2) A description of engagement of impacted communities in the planning process to provide critical insight into developing solutions to health problems to assure the availability of necessary resources.

4.12 Appendices

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

- A1. Budget Summary (Excel format available upon request.)
 - a) Use the format found in the RFA to provide a line-item budget.
 - b) All costs contained in the budget summary must be directly related to the services and activities proposed to be provided and identified in the application, as well as allowable and reasonable.
 - c) The proposed budget summary provides a breakdown of all requested cost items that will be incurred by the proposed project as they relate to the program plan.
- A2. Budget Narrative (Excel format available upon request.)
 - a) Use the format found in the RFA to provide justification and details for all cost items contained in the budget summary.
 - b) Include only expenses directly related to the project and necessary for program implementation.

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

4.13 Order of Application Package

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

REQUEST FOR APPLICATIONS CHECKLIST	
This checklist is to be used by applicants to help ensure that all parts of the application are included.	
CHECKLIST ITEMS	PAGE LIMIT
1. Title Page	One Page
2. Table of Contents	Two Pages
3. Project Summary	Two Pages
4. Statement of Need	Three Pages
5. Objectives	Three Pages
6. Program Plan	Five Pages
7. Evaluation Plan	Four Pages
8. Management Plan	Ten Pages
9. Collaboration	Two Pages
Appendix A	Budget Allocation A.1. Budget Summary - as specified. A. 2. Budget Narrative - as specified.
Appendix B	Agreements B.1. Documentation of existing agreements with HIV/AIDS service providers where clients may be linked to care. B.2. Letter(s) of agreement from integrated partner services, if applicable.

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Appendix C	Organizational Capacity Documentation C.1. Organizational chart. C.2. Certificate of Incorporation. C.3. Copies of key (management) personnel’s resumes, email addresses and telephone numbers. C.4. Current roster of the board of directors, including name, address and telephone numbers. C.5. A letter from the local community planning partnership chair confirming membership of agency personnel identified as members of the planning partnership.
Appendix D	Collaboration Documentation D.1. Letters of agreement or commitment - as specified D.2. Agreements, or letters of support, with other collaborative partners – as specified.

Section 5.0 SUBMISSION OF APPLICATION

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

5.1 Application Deadline

Applications must be received no later than 3:00 p.m., Eastern Time, on Tuesday, December 29, 2020.

5.2 Submission Methods

- a) Applicants are required to complete, sign, and return the “Title Page” with the application.
- b) Applications must be sent by U.S. Mail, courier, or hand-delivered to the location identified in Section 5.4.
- c) Applications submitted electronically will **NOT** be considered for this solicitation.
- d) The Department is not responsible for improperly marked applications.
- e) The Department’s clock will provide the official time for application receipt.
- f) One original and five copies of each application clearly marked on the outside with the application number and the name of the applicant must be submitted in a sealed box or envelope.
- g) It is the responsibility of the applicant to ensure the application is submitted to the correct office and prior to the deadline identified in the Timeline.
- h) Applications received after the deadline are not eligible for review or consideration.
- i) Materials submitted will become the property of the state of Florida and accordingly, the state reserves the right to use any concepts or ideas contained in the application.

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5.3 Late Applications

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

5.4 Where to Send Your Application

For U.S Mail or Overnight Shipping:

Jenny Turner, Office Management Consultant I

Attention: **RFA #20-004**

Florida Department of Health, DeSoto County

34 South Baldwin Avenue

Arcadia, FL 34266

5.5 Inquiries/Written Questions

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

Section 6.0 EVALUATIONS OF APPLICATIONS

6.1 Initial Review of Applications

Applications that are not complete, or that do not conform to, or address the criteria of the RFA will be considered non-responsive. Complete applications are those that include the required items as listed in the Request for Applications checklist in Section 4.13 of this application.

6.2 How Applications are Scored

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

- a) Statement of Need: Applicants will be evaluated on their description of the necessity for the proposed project. **(Maximum 5 points)**.
- b) Objectives: Applicants will be evaluated on their description of the intended purpose and the expected project results related to program expectations. **(Maximum 5 points)**

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- c) Program Plan: Applicants will be evaluated on their approach to administering and providing core medical/support services to eligible clients in the specified area service will be provided. **(Maximum 25 points)**
- d) Evaluation Plan: Applicants will be evaluated on how they evaluate program activities. **(Maximum 5 points)**
- e) Management Plan: Applicants will be evaluated on their ability to successfully carry out the proposed project and to sustain the program once contract funding ends. **(Maximum 20 points)**
- f) Collaboration: Applicants will be evaluated on their efforts to partner with other organizations within the local community to deliver the proposed project. **(Maximum 5 points)**
- g) Budget: The budget summary must be completed using Appendix A1 (Budget Summary). The budget narrative must include a detailed explanation of the budget using Appendix A2 (Budget Narrative). **(Maximum 20 points)**
- h) Programmatic Cost: Applicants will be evaluated on their ability to perform the activities outlined in their program plan below the 5 percent programmatic cost cap. **(Maximum 5 points)**
- i) Experience: Applicants will be evaluated on how many years' experience they have in administering a HIV/AIDS Patient Care Program similar to the scale and scope of the proposed project. **(Maximum 10 points)**

6.3 Contract Awards

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

6.4 Posting of Awards

Notice of intent to award will be posted on the Florida Department of Health Grant Funding Opportunities webpage.

Section 7.0 REPORTING AND OTHER REQUIREMENTS

7.1 Post Award Requirements

Selected applicants will be required to complete and submit the following:

- a) Monthly Expenditure Reports
- b) Ryan White Services Reports
- c) Monthly invoices for payment
- d) Quarterly Financial Reports
- e) Collect and enter data in CAREWare for clients receiving core medical and support services
- f) Monthly Grievance Log/Report
- g) CAREWare Eligibility Review Tool

7.2 Licenses, Permits, and Taxes

Applicants must pay for all licenses, permits and taxes required to operate in the state of Florida. Applicants must comply with all applicable federal, state, and local laws,

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ordinances, codes, regulations, action transmittals, program instructions, and other requirements at no cost to the Department.

7.3 Qualifications

Selected applicants will be responsible for the staff affiliated with the RFA, ensuring they have the education, experience and training necessary to successfully carry out duties, including any professional licensure or certification which may be required by law. Persons hired to work through this grant should be familiar and comfortable with the cultural norms and beliefs of the target population.

7.4 Standard Contract

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

7.5 Required Certifications

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

7.6 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the Department for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with the Department". The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation. Acknowledge acceptance on Required Certifications, Attachment IV

7.7 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If the applicant considers any portion of its application to this RFA to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida

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Constitution or other authority, the applicant must segregate and clearly mark the document(s) as “**CONFIDENTIAL.**”

Simultaneously, the applicant must provide the Department with a **separate redacted electronic copy** of its application with the claimed protected information redacted and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation or other legal authority for such exemption. This redacted copy must contain the Solicitation name, number, and the name of the applicant on the cover, and must be clearly titled “**REDACTED COPY.**”

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

ATTACHMENTS

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**ATTACHMENT I
REQUIRED CERTIFICATIONS
STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant bid, proposal or reply. This bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Bidder, Respondent, or Vendor to the provisions of this bid, proposal or reply.

Signature of Authorized Representative*

Date

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**ATTACHMENT II
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Application or Contract Number

Address of Organization

Name of Organization

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**ATTACHMENT III
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 Florida Department of Health, DeSoto County ("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.

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

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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 Sections 456.057, Florida Statutes.
- (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.

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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 effective as of _____ and shall terminate on _____. Prior to the termination of this Agreement, the Business Associate shall destroy or return to the Covered Entity all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity. If it is infeasible or impossible to return or destroy Protected Health Information, the Business Associate shall immediately inform the Covered Entity of that and the parties shall cooperate in securing the destruction of Protected Health Information, or its return to the Covered Entity. Pending the destruction or return of the Protected Health Information to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.

(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, or otherwise as set forth in this Section 4.4. 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

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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: Security Addendum

8.0 Security

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) Security of Electronic Protected Health Information.

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.

1. Business Associate will report to Covered Entity within 24 hours of the discovery of any incident of which Business Associate becomes aware that is:
 - (a) a successful unauthorized access, use or disclosure of the Electronic Protected Health Information or a successful unauthorized access of data in an electronic form containing Personal Information as defined in §501.171, Florida Statute; or
 - (b) a successful major
 - (1) modification or destruction of the Electronic Protected Health Information or
 - (2) interference with system operations in an information system containing the Electronic Protected Health Information.
2. Upon the Department of Health's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor
 - (a) modification or destruction of the Electronic Protected Health Information or
 - (b) interference with system operations in an information system containing the Electronic Protected Health Information.
 - (c) Compliance Date.
The parties to this Amendment will comply with Sections (a) through (c) of this Section 9 by the later of the (1) the last date set forth in the signature blocks below.
 - (d) Conflicts.
The provisions of this Section 9 will override and control any conflicting provision of this agreement.

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- (e) Corrective Action:
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.
- (f) Cure:
Business Associate agrees to take prompt corrective action to cure any security deficiencies.

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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: **FLORIDA DEPARTMENT OF HEALTH**

For: _____
(Name of Business Associate)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legality: Office of the General Counsel

APPENDICES