Targeted Outreach for Pregnant Women Act (TOPWA)

Request for Application (RFA)
26-003

APPLICATION GUIDELINES

FY 2027

Florida Department of Health (Department)

Bureau of Communicable Diseases, HIV/AIDS Section

Application Deadline:

September 30, 2026

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Section 1.0 INTRODUCTION

1.1 Definitions

a. **Adequate Prenatal Care:** Client's prenatal care began 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 Department that provides access to prescribed medicines to people living with HIV in the state of Florida 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 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, and submits an Application in response to this RFA, 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 Rxpress (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 RFA, if any, between the Department and grantee.

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.

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 client compliance with medical treatment. The monetary value of food coupons provided to eligible clients shall not exceed the applicable meal allowance limitations established under Section 112.061, Florida Statutes.

t. **Inadequate Prenatal Care:** Client's prenatal care started after the fourth month of pregnancy or the client 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 client 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 calendar days for all newly diagnosed individuals). Linkage to medical care can include specific referrals 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 clients take their medication as prescribed by their doctors.

x. **Minor Irregularity:** As used in the context of this RFA , indicates a variation from the RFA

terms and conditions which do not give an Applicant an advantage or benefit not enjoyed by any other Applicant, and does not adversely impact the interests of the Department.

y. **National HIV/AIDS Strategy 2022-2025 (NHAS):** A comprehensive plan focused on reducing HIV incidence, increasing access to care and optimizing health outcomes, and reducing HIV-related barriers to health care access**.** This plan is located at: https://files.hiv.gov/s3fs-public/NHAS-2022-2025.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. **Preventative Barrier Method:** Physical tools that block the transmission of HIV during sexual activity or exposure to potential sources of HIV.

dd. **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 Department's surveillance registry as being HIV positive.

ee. **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.

ff. **Provider**: An entity awarded a Contract pursuant to the terms of this RFA.

gg. **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.

hh. **IDEA Exchange Program (IEP):** A privately funded program, authorized by section 381.0038(4), Florida Statutes, that offers services and infectious disease testing in Florida

ii. **Vendor Bid System (VBS):** Refers to the State of Florida internet-based vendor information system at http://www.myflorida.com/apps/vbs/vbs_www.main_menu

jj. **Viral Load:** A measurement of the number of copies of HIV per mL of blood.

kk. **Viral Suppression:** The process of suppressing or reducing the function and replication of a virus

1.2 Program Authority

The TOPWA program is authorized by section 381.0045, Florida Statutes.

1.3 Notice and Disclaimer

Grant awards will be determined by the Department in accordance with this RFA and subject to the availability of funds. The Department reserves the right to award less than the amount requested by an Applicant, as determined to be in the best interest of the State of Florida and the Department. Submission of an Application in response to this RFA does not guarantee an award of grant funding. Additionally, the Department reserves the right to negotiate with an Applicant proposed services, scopes of work, deliverables, and funding amounts prior to the final offer of the grant award. The Department reserves the right to offer multiple grant awards as it deems in the best interest of the State of Florida and the Department. If, during the grant funding period, the authorized funds are reduced or eliminated by the State, the Department may immediately reduce or terminate the grant award by giving written notice to the grantee. Any such reduction or termination shall not affect the payment of allowable costs incurred by the grantee prior to the effective date of the reduction or termination, to the extent that funds are available for payment of such costs.

1.4 Program Purpose

The purpose of this RFA is to invite applications from qualified organizations capable of delivering targeted outreach and linkage services for pregnant women who are living with HIV, at heightened risk of HIV acquisition, or facing barriers to adequate prenatal care. These barriers may include substance use disorders, mental health challenges, socioeconomic instability, or limited access to healthcare. The program aims to identify and engage these women early, connect them to appropriate prenatal and HIV-related services, and support their continued engagement throughout pregnancy and the postpartum period. Ultimately, the goal is to improve maternal health outcomes, reduce perinatal HIV transmission, and advance broader public health efforts in HIV prevention and care.

1.5 Available Funding

Annually, approximately $1,000,000 in funding is available for perinatal HIV prevention programs. The number of grant awards will depend upon the amount of funds available, and the number and quality of Applications received. Subject to future availability of funds, there may be an increase in individual funding amounts during the funding period to enhance perinatal HIV prevention projects. Applicants not initially funded that score high enough to be funded may be funded if additional money becomes available during the three-year funding period. The Department reserves the right to increase or reduce funding amounts for grants resulting from this RFA.

1.6 Matching Funds

Applicants are required to demonstrate a commitment to the proposed program through matching contributions, which may be provided in the form of cash or in-kind resources. Matching funds are intended to strengthen program capacity and demonstrate community investment in the initiative. In counties with populations exceeding 50,000, up to 50 percent of the required match may be satisfied through in-kind contributions such as donated personnel time, facilities, or services. Applicants must clearly document the source, type, and valuation of all matching contributions and explain how these resources will directly support program implementation.

1.7 Timeline

Applicants shall adhere to the RFA timelines as identified below.

Schedule	Due Date	Location
		Department of Health Grant Funding Opportunities Website:

Request for Applications Released and Advertised	**September 3, 2026**	https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html Next Generation Vendor Information Portal https://vendor.myfloridamarketplace.com/
Submission of Questions	**September 10, 2026**	Submit questions by email with the subject heading "RFA#26-003 Questions" to RequestforApplication@flhealth.gov.
Answers to Questions Posted on website	**September 18, 2026**	Department of Health Grant Funding Opportunities Website: https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html Next Generation Vendor Information Portal https://vendor.myfloridamarketplace.com/
Applications due (no faxed or e-mailed applications)	**Must be received by September 30, 2026, 5:00:00 PM EST**	To upload your application, go to the Department of Health Automated Upload System: https://requestforapplications.floridahealth.gov.
Anticipated evaluation of applications	**October 7, 2026**	Review and Evaluation of Applications Begins
Anticipated award posting date	**October 30, 2026**	Department of Health Grant Funding Opportunities Website: https://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html Next Generation Vendor Information Portal https://vendor.myfloridamarketplace.com/

Section 2.0 PROGRAM OVERVIEW

2.1 Background

The Department is committed to promoting and protecting the health and safety of all residents through comprehensive public health services and evidence-based interventions. Despite advances in HIV treatment and prevention, significant disparities persist among pregnant women, particularly those facing socioeconomic challenges, substance use disorders, or limited access to healthcare. The Targeted Outreach for Pregnant Women Act (TOPWA) initiative is designed to address these disparities by focusing on early identification, engagement, and linkage to care. This program aligns statewide and national priorities, including the High-Impact Prevention (HIP) and Ending the HIV Epidemic (EHE) initiative, by improving access to care, increasing viral suppression rates, and reducing new HIV infections.

2.2 Priority Populations

This program focuses on serving pregnant women who face significant barriers to accessing healthcare. Priority is given to women living with HIV, those at elevated risk of acquiring HIV, individuals with substance use disorders, and those who have not begun or maintained sufficient prenatal care. Applicants should demonstrate a strong understanding of the populations they plan to reach, including the demographic, geographic, and social

factors that contribute to existing disparities. Programs are encouraged to concentrate on areas with the greatest unmet need, where targeted interventions can make the most meaningful impact on health outcomes.

2.3 Program Expectations

The purpose of this funding opportunity is to support programs that strengthen perinatal HIV prevention efforts and reduce disparities in access to timely, high-quality care for pregnant individuals. Applicants should propose evidence based or evidence informed strategies that identify, engage, and support pregnant people at risk for HIV acquisition or transmission.
Priority populations include:

- Pregnant individuals living with HIV
- Pregnant individuals at increased risk of acquiring HIV
- Individuals with substance use disorders that elevate HIV risk
- Pregnant individuals who have not initiated, maintained, or had consistent access to prenatal care

Applicants must demonstrate a clear understanding of the communities they intend to serve, including demographic trends, geographic considerations, and social determinants of health that contribute to gaps in care. Proposals should identify high burden or underserved areas where interventions can produce measurable improvements in maternal and infant health outcomes.

Funded programs are expected to:

- Implement strategies that reduce perinatal HIV transmission
- Strengthen early identification and linkage to prenatal and HIV related services
- Address barriers that limit access to prevention, testing, treatment, or care coordination
- Collaborate with community partners, healthcare systems, and local stakeholders to expand reach and effectiveness

Applications should include a detailed workplan, performance measures, and an evaluation approach that demonstrates capacity to deliver high impact, sustainable outcomes.

2.4 Applicant Project Results

Funded programs are expected to achieve measurable improvements in the identification, engagement, and care of pregnant individuals at risk for HIV acquisition or transmission. Applicants should outline anticipated outcomes that reflect both short-term progress and long-term impact on maternal and infant health. Expected results include:

- Earlier identification of pregnant individuals living with HIV or at risk for HIV
- Increased uptake of HIV and sexually transmitted infection (STI) testing, prevention services (including PrEP), and linkage to prenatal and HIV related care
- Improved retention in care throughout pregnancy and the postpartum period
- Reduction in missed opportunities for HIV screening, treatment initiation, and follow-up
- Strengthened coordination among healthcare providers, community organizations, and support services
- Enhanced capacity to address social and structural barriers that affect access to care
- Reduction in perinatal HIV transmission and improved health outcomes for both parent and infant

Programs should demonstrate how these expected results will be tracked, measured, and used to guide continuous quality improvement.

2.5 Current and Prior Funded Projects

Applicants must provide a detailed description of any current or previously funded projects that are relevant to the proposed work. This includes outlining the scope of past programs, populations served, outcomes achieved,

and any challenges encountered. Applicants should also describe how lessons learned from previous initiatives have informed their current approach and how they plan to build upon past successes to improve program effectiveness.
Provide a summary of professional experience to include relevant perinatal HIV, hepatitis B (HBV) and C (HCV) and/or prenatal program delivery, as well as any collaborations with HIV, HBV, HCV 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, 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.

2.6 Project Requirement

All funded programs must incorporate core components that support outreach, education, linkage to care, and ongoing client support. This includes engaging clients in community settings, providing individualized assistance in accessing healthcare services, and addressing barriers such as transportation, housing instability, or lack of health literacy. Programs must also demonstrate active collaboration with key stakeholders and ensure that services are delivered in a manner that is culturally responsive, trauma-informed, and aligned with best practices in public health.

Section 3.0 TERMS AND CONDITIONS OF SUPPORT

3.1 Eligible Applicants

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 High Impact Prevention (HIP) and Ending the HIV Epidemic (EHE) goals and objectives, as outlined below. Applicants must be located in Broward, Duval, Hillsborough, Miami-Dade, Orange, Palm Beach and Pinellas counties.

3.2 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, epidemiological 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: MyFloridaMarketPlace / State Purchasing / Business Operations - Florida Department of Management Services

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 Florida Department of Financial Services (DFS). Please see the W-9 website to complete: https://flvendor.myfloridacfo.com or call (850) 413-5519.

3.3 Minority Participation

In keeping with the One Florida Initiative, the Department encourages minority business participation in all its procurements. Applicants are encouraged to contact the Office of Supplier Development at OSDhelp@dms.fl.gov or visit their website at Office of Supplier Development (OSD) / State Purchasing / Business Operations - Florida Department of Management Services for information on becoming a certified minority or for names of existing certified minorities who may be available for subcontracting or supplier opportunities.

3.4 Period of Support

The anticipated contract period for this funding opportunity is January 1, 2027, through December 31, 2027. Continuation of funding beyond this period is contingent upon satisfactory program performance, compliance with reporting requirements, and the availability of funds. Contracts resulting from this RFA will be for a period of three years, based on the annual funding availability identified in Section 1.5. Applicants entering into a Contract under this RFA will be required to submit an annual budget to the contract manager by September 1 of every year.

3.5 Use of Grant Funds

Funds from this RFA may only be used to implement perinatal HIV prevention services and other TOPWA related programs and the funds originate from the 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. A minimum of **75%** of funding (including personnel cost) must be allocated to required category components. Up to **15%** of funding may be allocated to recommended (optional) program components. Administrative Costs are limited to **10%** of the total budget amount.

Awardees will be required to attend HIV prevention trainings and workshops sponsored by the HIV/AIDS Section. Applicants traveling to required meetings who fail to attend sessions or workshops will not be reimbursed for travel expenditures. Failure to attend the sessions will result in financial consequences as specified in the Contract.

The provision of medical or clinical services **are not** permitted with this funding.

Within 10 calendar days of award notification, Applicants will be required to submit a copy of current W-9; copy of liability insurance, copy of lease agreement, and a letter of credit from a bank or certified statement from a financial institution indicating the availability of credit or cash to sustain the project for at least three months.

Subcontracts and consultants are allowed under this Contract. However, they are accountable to the applicant for the management of any funds received. Applicants may not sub-contract any of the proposed services without prior written approval from the Contract Manager and Department.

DOH will not provide funds for the routine HIV tests themselves but will provide funds for things such as: HIV testing staff; linkage navigators; linkage and re-engagement staff; HIV prevention education staff; PrEP navigators; electronic health record system enhancements; and billing and reimbursement system enhancements for the purposes of conducting routine, opt-out HIV screening in a health care setting.

Funds from this RFA may not be used for clinical services, such as the clinician's time for provision of PrEP and nPEP; treatment of HIV, STIs, viral hepatitis, and/or TB infection; immunization for hepatitis A or hepatitis B, and human papilloma virus (HPV).

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

- Reference Guide for State Expenditures found at: reference-guide-for-state-expenditures.pdf
- Florida Statutes (F.S.) (Section 112.061, Section 286.27)
- Florida Administrative Code (F.A.C.)
- Code of Federal Regulations (CFR)
    - 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) ("Uniform Guidance")
- Assistance Listing (formerly Catalog of Federal Domestic Assistance (CFDA))

Once federal funds are allocated to a state agency, DFS considers the funding to be subject to the same standards and policies as funding allocated by the Florida legislature. Section 17.29, F.S., 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, F.S.; Section 17.03(1), F.S., requires that the CFO of the state of Florida, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands against the State.

In addition to following DFS standards and policies, certain federal guidelines must also be followed (e.g., PrEP allowable costs).

With respect to PrEP, funds from this RFA may not be used for:
• PrEP medications (antiretrovirals)
• Laboratory testing related to PrEP (other than HIV tests or HBV and HCV screening)
• Personnel costs for the provision of PrEP medication and recommended clinical care associated with PrEP

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, F.S., 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, HBV, HCV testing supplies, brochures, sexual health education items, preventative barrier methods, 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, F.S.);
• Food vouchers 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; and
• Level II background screening.

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

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 perform his or her official duties
• Tuition for fees designed to help an individual pass the examination for any of the above licenses, unless the training is directly related to the person's current official duties
• Tuition or fees for continuing education classes for the sole purpose of maintaining any License
• Tuition and Examination fees for occupational or professional licenses required 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 to retail stores (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, F.S.;
• 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 4.0 APPLICATION REQUIREMENTS

4.1 Application Forms

Applicants are required to utilize all official forms provided as part of this RFA. Submissions that do not include the required forms or that use altered or substitute formats may be deemed non-responsive and removed from further consideration. Each form must be completed in its entirety, signed where applicable, and submitted as part of the complete application package. It is the responsibility of the Applicant to ensure that all required documentation is included at the time of submission.

4.2 Application Format

1. The title page must be signed and used as the cover of the Application.
2. Applications, along with all supporting documents, must be included in one electronic filing.
3. 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.
4. All pages must be numbered, singled spaced, and have one-inch margins.
5. Use Arial or Times New Roman (12 point) font.

4.3 Order of Application Package

Applications must be organized in a clear and logical manner to facilitate the review process. At a minimum, the application package must include a cover page, table of contents, project summary, narrative section, budget and budget justification, personnel documentation, required certifications, and letters of support. Supporting documentation must be clearly labeled and placed in the appropriate section of the Application.

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)

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)

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

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 factors 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.

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**: 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, Applicant 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 serve 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 Applicant'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.

4.4 Compliant Budget Form and Budget Justification Narrative

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 **Attachment 3** and **Attachment 4**. Only cost allocations under the terms of the RFA and applicable federal and state cost principles may be included in the line-item budget. All requested costs must be reasonable and necessary.

Administrative Costs are limited to 10 percent of the total budget amount. Additional budget formatting instructions can be found in **Attachment 2**. Applicants should recognize that costs do not remain static. The budget should reflect the various phases and activities of planning, organizing, implementation, evaluation, and dissemination.

4.5 Instructions for Submittal

- Applicants must complete, sign, and return the "Cover Page" with the Application submittal.
- Applications must be submitted as specified in Section 1.7., the Timeline.
- The Department is not responsible for improperly marked Applications.
- It is the Applicants responsibility to submit its Application at the proper place and time indicated in Section 1.7., the Timeline.
- The Department's clocks will provide the official time for Application receipt.
- 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.

Applicants are required to submit the electronic Application, via the Florida Department of Health RFA Automated System, as follows:

- The Application must be signed by an individual authorized to act for the Applicant 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: RFA26-003-Provider Name-Program Specific Information (Example: RFA26-003-PerinatalHIVPrevention-TOPWA).
- The Application must be uploaded into the system by the deadline stated in the Timeline.
- To upload the Application, go to RFA (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.

Section 5.0 REQUIRED CONTENT OF THE NARRATIVE SECTION

5.1 Project Summary

The project summary should provide a concise yet comprehensive overview of the proposed program. This section should highlight the target population, geographic area to be served, key program activities, and anticipated outcomes. The summary should clearly convey the purpose of the project and how it aligns with the goals of the TOPWA initiative. Reviewers should be able to understand the core elements of the proposal by reading this section alone.

5.2 Statement of Need

Applicants must provide a detailed description of the need for services within the proposed service area. This should include relevant data on HIV prevalence, prenatal care access, and social or structural barriers affecting the target population. The statement of need should demonstrate a clear understanding of local challenges and justify why the proposed program is necessary. Applicants are encouraged to use both quantitative data and qualitative insights to support their assessment.

1. Geographic Area & Service Delivery

- What specific Florida counties, ZIP codes, or neighborhoods will the perinatal HIV prevention program serve?
- What maternal health clinics, birthing hospitals, OB/GYN practices, community health centers, or mobile outreach sites will provide services, and why were these sites selected for perinatal HIV prevention?
- Using the most recent Florida HIV surveillance data, perinatal HIV reports, CDC data, and local Ryan White or needs assessment findings, what evidence shows that these geographic areas experience significant perinatal HIV risk or gaps in maternal testing and treatment?

2. Priority Population

- Which specific groups of pregnant or postpartum individuals in Florida will this program target (e.g., pregnant women with HIV, women at high risk for HIV, women with late or no prenatal care, adolescents, individuals with co-occurring STDs, etc.)?
- What epidemiologic data supports selecting these populations as priorities for reducing perinatal HIV transmission in Florida?
- What demographic or socioeconomic factors (e.g., poverty, insurance gaps, transportation, limited prenatal access, unstable housing) characterize these populations in the selected service area?
- What behaviors or conditions increase the risk of perinatal HIV transmission among these groups (e.g., late HIV diagnosis in pregnancy, untreated STDs, lack of ART adherence, substance use, barriers to prenatal care)?

- What impact has HIV had on pregnant or postpartum people within these populations according to state or local data (e.g., transmission rates, missed diagnoses, ART access)?

3. Alignment With Existing Services & Non-Duplication

- How will the requested funds expand or strengthen Florida's existing perinatal HIV prevention services, such as prenatal HIV testing, rapid testing in labor and delivery, ART access, case management, or linkage to care?
- What unmet needs or gaps currently exist in perinatal HIV, HBV, HCV testing, treatment, care navigation, or follow-up that this program will address?
- How will the applicant ensure that these funds do not duplicate or replace existing Florida Department of Health funding or other state/federal funding resources, but instead complement or enhance current statewide perinatal HIV initiatives?

5.3 Program Proposal

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) strategies and activities, as outlined in the logic model below.

Logic Model

Strategy 1: Diagnose — Increase knowledge of status to 95% by ensuring all people with HIV receive a diagnosis as early as possible.		
Strategy:	**Activities:**	**Outcomes:**
1A. Implement HIV testing in health care settings, including opt-out HIV screening **1B. Implement HIV testing in non-health care community settings, including HIV-self testing** **1C. Support integrated screenings of HIV in conjunction with STIs, TB, HBV, HCV, and mpox**	- Conduct routine opt-out HIV screenings in health care settings - Conduct repeat annual testing of people from communities with disproportionately higher prevalence of HIV - Promote or enact policies to facilitate the implementation of HIV testing at health care settings that implement routine standing orders - Implement perinatal HIV testing of all pregnant persons and diagnostic testing for HIV-exposed infants - Conduct HIV testing in community settings utilizing various methods such as outreach, mobile testing units, venue-based, community - based, jail, detention, and other community correctional settings and large-scale events.	**Short-term Outcomes**: - Increased routine opt-out HIV screening in health care settings - Increased availability of and accessibility to HIV testing in health care and non-health care settings, including HIV self-testing - Increased identification of people with new HIV diagnoses and people with HIV who are not in care or not virally suppressed - Increased integrated screening of HIV in conjunction with other STIs, viral hepatitis, TB, and testing for mpox - **Intermediate Outcomes:** - Increased knowledge of HIV - Reduced late HIV diagnoses

	- Implement HIV self-test distribution programs - Promote HIV testing program services through social marketing and media efforts - Provide integrated screenings by supporting voluntary testing for other STIs, HBV, and HCV, in conjunction with HIV - Implement HIV testing at events bundled with screenings for other conditions relevant to the local population	
Strategy 2: Treat — Implement a comprehensive approach to treat people with diagnosed HIV infection rapidly (increase linkage to care up to 95%) and effectively to achieve viral suppression up to 95%.		
Strategy:	**Activities:**	**Outcomes:**
2A. Link to medical care within 30 calendar days all people who test positive for HIV, provide partner services and refer to or provide prevention and essential support services to support improved quality of life **2B. Support people diagnosed with HIV infection to receive rapid and effective treatment**		**Short-term Outcomes**: - Increased rapid linkage to HIV medical care - Increased receipt of HIV partner services - Increased engagement in HIV prevention, medical care, and treatment services for people with diagnosed HIV infection who are not in care or not virally suppressed - Increased early initiation of antiretroviral therapy (ART) - Increased receipt of essential support services to improve quality of life **Intermediate Outcomes**: - Increased receipt of HIV medical care among people with diagnosed HIV infection
Strategy 3: Prevent — Prevent new HIV transmission, by increasing PrEP coverage to 50% of estimated people with indications for PrEP, increasing PEP services, and supporting HIV prevention, including prevention of perinatal transmission, and IDEA Exchange Program (IEP) efforts.		
Strategy:	Activities:	Outcomes:
3A. Link to medical care within 30 calendar days all people who test positive for HIV, provide partner services and refer to or provide prevention and essential support services to support improved quality of life **3B. Conduct preventative barrier method distribution**	- Increase awareness, availability, access and use of PrEP - Increase non-occupational post-exposure prophylaxis (PEP) awareness and access, including activities with clinicians, non-clinical CBOs and people at risk for HIV acquisition - Identify resources and refer populations with ongoing risk of HIV acquisition to PEP and PrEP services	**Short-term Outcomes**: - Increased linkage to PrEP services among people with indications for PrEP - Increased linkage to post-exposure prophylaxis (PEP) services among people who likely have been exposed to HIV - Increased availability of IEPs - Increased awareness of PrEP and PEP and other prevention

3C. Support IEP efforts and whole-person approach to HIV prevention services **3D. Support and promote social marketing campaigns and other communication efforts to increase awareness of HIV and promote testing, prevention and treatment** **3E. Conduct perinatal, maternal and infant health prevention and surveillance activities**	- Conduct condom distribution efforts within communities, venues, and other settings to prevent HIV transmission - Increase availability, use and access to syringe exchange programs - Develop relationships with non-traditional public health partners to support IEPs efforts - Refer to essential support services (e.g. housing, substance use treatment, mental health services, employment, food security) - Support and promote social marketing, educational and informational campaigns focused on HIV prevention, HIV awareness and other topics focused on relevant audiences - Conduct perinatal, maternal, and infant health prevention and surveillance activities per CDC recommendations	approaches among clients and providers - Improved provision and coordination of perinatal HIV services among pregnant and postpartum persons with HIV infection and their infants **<u>Intermediate Outcomes</u>**: - Increased PrEP prescriptions and use among people with indications for PrEP - Increased PEP prescriptions and use among people who likely have been exposed to HIV - Increased use of IEPs - Reduced perinatal acquired HIV infection

The perinatal HIV prevention program should include—but is not limited to—the following components:

1. Develop and implement an outreach plan designed to identify and enroll:
    - Pregnant women living with HIV,
    - Pregnant women at increased risk of acquiring HIV, and/or
    - Pregnant women with substance use disorders or co-occurring risk factors.
2. Integrate HIV and STI testing into standard care workflows for pregnant women to support early detection and prevent transmission of HIV, hepatitis B, and syphilis to the infant.
3. Strengthen linkage to and retention in HIV care for enrolled pregnant women, ensuring rapid initiation or continuation of antiretroviral therapy (ART) and coordination with prenatal care providers.
4. Increase access to HIV related medications through Baby Rx, ADAP, Medicaid, or other medication assistance programs to ensure pregnant women and exposed infants receive timely ART consistent with perinatal HIV prevention guidelines.
5. Provide counseling and support to improve treatment adherence, promote sustained viral suppression during pregnancy, and reduce the risk of perinatal HIV transmission. Counseling should address ART adherence, appointment engagement, breastfeeding guidance aligned with state policy, and safe postpartum care.
6. Offer essential support services to address social and medical needs that may influence maternal and infant health outcomes. These may include assistance with:
    - Substance use treatment
    - Mental health services
    - Housing or shelter
    - Food or nutrition programs
    - Employment or vocational training
    - Transportation to medical appointments
    - Education or parenting support programs
    - Breastfeeding and lactation consulting

Applicants must describe their linkage-to-care process for pregnant and postpartum individuals, including how the agency ensures timely connection to prenatal care, HIV medical care, and infant follow-up services. This description must detail:

- The staff positions responsible for linkage and follow-up.
- The agency's step-by-step linkage protocols include expected timeframes for connecting newly identified pregnant clients to HIV care, prenatal care, and perinatal case management.
- The providers, clinics, and hospitals involved in the linkage-to-care network, including OB/GYN partners, labor-and-delivery units, HIV specialty clinics, and pediatric HIV providers.
- The agency's plan for maintaining multiple methods of communication with clients (e.g., phone, secure text, email, home visits, emergency contacts) to ensure continuity throughout pregnancy and postpartum.

In addition, agencies funded through this RFA will:

- Focus HIV, HBV, and HCV 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, HBV, and HCV.
- 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.

5.4 Objectives

Applicants must outline specific, measurable, achievable, relevant, and time-bound (SMART) objectives that align with the goals of the TOPWA program. Objectives should clearly define what the program intends to accomplish and how success will be measured. This may include targets related to outreach, linkage to care, retention in care, and improved health outcomes. Objectives should be realistic yet impactful, reflecting both the scope of the program and the needs of the population served.

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 HIP and EHE goals and objectives, as outlined below.

Pillar 1: Diagnose - Increase knowledge of status to 95% by ensuring all people with HIV receive a diagnosis as early as possible.

1.1) By May 31, 2027, Florida will increase the number of people tested during the measurement period who are newly diagnosed with HIV infection from 4,606 to 4,375.

1.2) By May 31, 2027, Florida will increase the % people who received an HIV test during the measurement period conducted in conjunction with testing for an STI, Hepatitis B/C, TB, or mpox from 35% to 40%.

Pillar 2: Treat - Implement a comprehensive approach to treating people with diagnosed HIV infection rapidly (increase linkage to care up to 95%) and effectively to achieve viral suppression up to 95%.

1.1) By May 31, 2027, Florida will increase the % of people diagnosed with HIV during the measurement period who were linked to HIV medical care (received a CD4 or viral load test) w/in 7 calendar days after diagnosis from 57% to 60%.

1.2) By May 31, 2027, Florida will increase the % of people linked to HIV medical care (received a CD4 or viral load test) within 30 calendar days after diagnosis among people aged ≥13 years with HIV diagnosed during the measurement period from 82% to 90%

1.3) By May 31, 2027, Florida will increase the % of people with diagnosed HIV linked to HIV medical care during a specified 6-month evaluation time period with HIV viral suppression w/in 6-months after being linked to care from 72% to 77%.

Pillar 3: Prevent - Prevent new HIV transmission, by increasing PrEP coverage to 50% of estimated people with indications for PrEP, increasing PEP services, and supporting HIV prevention, including prevention of perinatal transmission, and IEPs **efforts.**

1.1) By May 31, 2027, Florida will ensure 100% of HIV-exposed infants who are residents of and born in Florida are reported within 12 months of birth.

1.2) By May 31, 2027, Florida will increase annually (by 10%) the proportion of all pregnant persons with diagnosed HIV who deliver a live birth and receive adequate perinatal HIV care from 32% to 43%.

1.3) By May 31, 2027, Florida will ensure that at least 85% of HIV-exposed infants will have an HIV diagnostic status within 18 months of birth

5.5 Staffing and Organizational Capacity

- Provide an overview of the agency, including its history, administrative structure, organizational chart, mission, vision, and goals, and describe how these elements support the implementation of a perinatal HIV prevention program.
- Describe the agency's management capacity and infrastructure to administer a program focused on preventing perinatal HIV transmission, including the ability to support clinical coordination, maternal health services, HIV testing, and rapid treatment initiation.
- Explain how the agency's leadership and administrative systems ensure compliance with Florida Department of Health requirements for maternal and infant HIV prevention.

2. Program Staffing for Perinatal HIV Services

- Describe how the perinatal HIV prevention program will be staffed, including whether personnel will be full-time, part-time, or volunteer.
- Identify the number and type of positions needed (e.g., perinatal HIV coordinators, HIV testers, case managers, nurses, navigators, health educators, data specialists).
- Outline recruitment and retention strategies for staff who will work directly with pregnant and postpartum individuals at risk for or living with HIV.
- Describe required qualifications for each position, such as experience in maternal/infant health, HIV prevention, trauma-informed care, culturally responsive services, or clinical testing.

- Describe staff development and training practices, including training on perinatal HIV protocols, rapid testing, confidentiality, cultural competency, breastfeeding guidance for HIV-diagnosed clients, and any external trainings required by the Florida Department of Health.
- Indicate how often staff are evaluated and how performance quality is monitored.

3. Agency Experience Serving Pregnant/Perinatal Populations at Risk for HIV

- Summarize the agency's experience over the past two years providing services to pregnant or postpartum individuals, families, or women of reproductive age affected by or at risk for HIV.
- Describe any previous or current programs the agency operates that are similar to the proposed perinatal HIV prevention initiative (e.g., prenatal HIV testing, maternal case management, linkage to ART, home visiting, or outreach to high-risk women).
- Indicate how long the agency has worked with the target population and the outcomes of that work.
- If the agency is less than five years old, describe the relevant experience of key staff in perinatal health, HIV care, reproductive health education, or maternal/infant program delivery.

4. Key Personnel for Perinatal HIV Program Implementation

- Identify key personnel who will manage or implement the perinatal HIV prevention program, including their roles, qualifications, and relevant experience.
- For each key staff member, provide contact information (email and phone number) and ensure resumes are included in the Attachments.
- Describe how staff reflect or can effectively serve the priority perinatal populations (e.g., bilingual staff, culturally representative staff, lived experience in affected communities).
- Outline the plan for orientation and ongoing training specific to perinatal HIV prevention, such as perinatal ART protocols, rapid HIV testing in pregnancy and delivery, mother-to-child transmission prevention, and data reporting.

5. Agency Capacity to Implement and Sustain Perinatal HIV Prevention Services

- Describe the agency's capacity to implement and maintain the proposed perinatal HIV prevention program, including physical space, clinical resources, equipment for HIV testing, educational materials, and data reporting systems.
- Explain how the agency is prepared to deliver services such as routine prenatal HIV testing, rapid testing in labor and delivery, maternal ART initiation, infant prophylaxis coordination, and perinatal case management.
- If capacity is not fully in place, describe the plan to build and sustain capacity during and after the project period.
- Detail the agency's internal quality assurance plan, including monitoring maternal testing rates, ART adherence, infant follow-up, and processes for addressing challenges, delays, or service gaps.

6. Agency Involvement in Local Community Planning for Perinatal HIV Prevention

- Describe the agency's involvement with the local HIV community planning partnership or maternal/child health coalitions in Florida.
- Identify the name of the planning body, which staff participate, committees/subgroups the agency contributes to, and how these activities support perinatal HIV prevention goals.
- Explain how the agency collaborates with hospitals, OB/GYN practices, Healthy Start Coalitions, Ryan White programs, and community-based organizations to address perinatal HIV transmission and care gaps.

5.6 Collaborations

Applicants must demonstrate the ability to collaborate effectively with local maternal health, HIV care, and community support partners to identify enrolled clients who have not accessed prenatal care, have missed appointments, or are not adhering to recommended HIV medical protocols. Applicants must describe how the agency works with community partners to ensure timely identification, reengagement, and support of pregnant and postpartum clients at risk for or living with HIV.

The description should outline the agency's efforts to build and maintain partnerships essential to delivering the proposed perinatal HIV prevention program, including collaboration with, but not limited to, the following partner types:

- High-risk and traditional obstetrical care providers, including OB/GYN practices and maternal fetal medicine specialists
- Pediatric infectious disease specialists involved in the care of HIV, HBV, and HCV exposed infants
- Sexually transmitted disease (STD) clinics providing testing and treatment for pregnant individuals
- Substance use treatment programs serving pregnant and parenting people
- Women, Infant and Children (WIC) clinics assisting with nutrition support and early identification of service needs
- Healthy Start/Healthy Families programs offering home visiting and case management to pregnant and postpartum women
- Emergency departments and hospitals, including labor and delivery units
- Mental health clinics addressing perinatal mood disorders, trauma, and behavioral health needs Intimate partner/domestic violence shelters supporting safety planning and coordinated care
- Regional Perinatal Intensive Care Centers (RPICC) specializing in high-risk pregnancy management
- Faith based organizations engaged in outreach, support, or community education
- Academic institutions involved in training, evaluation, or service delivery partnerships
- Homeless shelters, transitional housing programs, and maternity housing
- Jails and correctional facilities that screen pregnant individuals and coordinate linkage upon release
- Employment and workforce assistance programs supporting economic stability for pregnant and parenting women
- Non-profit community centers providing outreach, education, and referrals
- Other social service–related entities that interact with vulnerable pregnant populations

Applicants should clearly describe how these partnerships support early identification, rapid linkage to prenatal and HIV care, adherence monitoring, and ongoing engagement throughout pregnancy and postpartum. The applicant must describe:

- The coordination and collaborative processes used to plan and implement the proposed perinatal HIV prevention project.
- Who was involved in developing the partnership structure (e.g., OB/GYN partners, HIV clinicians, Healthy Start coalitions, correctional health teams, substance use treatment staff).
- How these relationships will be maintained, including communication strategies, shared protocols, referral systems, and multidisciplinary case discussions.
- The roles and responsibilities of each partner in identifying pregnant women, linking them to care, supporting adherence, and ensuring infant follow-up.

- Assurances that collaborative efforts will not duplicate or overlap services but instead strengthen continuity of perinatal HIV prevention across care systems.

Applicants must describe how pregnant and postpartum individuals, especially those from the identified priority populations, and the broader local community will be engaged in project implementation. This may include:

- Participation in advisory groups or focus groups
- Peer support or peer navigation roles
- Community health worker involvement
- Input into maternal education materials or outreach strategies
- Feedback loops that ensure services remain culturally responsive and aligned with community needs

5.7 Evaluation Plan

Applicants must present a comprehensive, three-year evaluation plan that describes how program performance will be monitored, assessed, and documented for all perinatal HIV prevention activities. The plan must identify the key performance indicators, corresponding data collection methods, and reporting processes that will be used to evaluate program implementation and outcomes.

The evaluation plan must describe how the applicant will measure:

- Implementation of program activities, including outreach, prenatal HIV testing, linkage to obstetrical and HIV care, ART initiation, and maternal/infant follow-up.
- Progress toward program objectives, including prevention of perinatal HIV transmission and improvement in maternal health outcomes.
- Service participation, using both quantitative and qualitative methods to assess client engagement, client satisfaction, and the effectiveness of outreach and recruitment strategies.
- Changes in knowledge, behavior intentions, and quality-of-life indicators, where appropriate, resulting from participation in the program.

Evaluation activities must begin at program launch and continue throughout the three-year project period to capture ongoing progress, identify challenges, and guide improvements. The evaluation must produce documented evidence showing whether, and how, the funded strategies contributed to:

- Improved access to prenatal and HIV medical care
- Increased maternal ART adherence and viral suppression
- Reduced risk and incidence of perinatal HIV transmission
- Healthier birth outcomes and improved maternal health

For each major objective and activity, the applicant must identify the expected results, including the intended impact on maternal and infant health outcomes.

Applicants must also describe their internal quality management plan, including the processes used to ensure continuous improvement, address potential challenges, and monitor fidelity to clinical and program protocols. The plan must outline methods to ensure data accuracy, confidentiality, and compliance with all reporting requirements, including those of the Florida Department of Health.

Finally, Applicants must use SMART objectives as the foundation of their evaluation framework and demonstrate how these objectives will guide the measurement, analysis, and interpretation of program performance across the project period.

5.8 Budget Summary and Narrative

The Proposed Budget Summary and Budget Narrative must provide a computation and explanation of all requested cost items that will be incurred by the proposed project as they relate to the Project Narrative. All proposed costs for the project activities described in this RFA are required to be presented in a line-item budget format that is accompanied by a budget narrative that supports, justifies, and clarifies the various line items.

Justification for all cost items contained in the Proposed Budget Summary must be described in a separate Budget Narrative, the format for which is contained in Attachments 3 and Attachment 4. Only cost allocations under the terms of the RFA and applicable federal and state cost principles may be included in the line-item budget. All requested costs must be reasonable and necessary. Administrative Costs are limited to 10% of the total budget amount. Additional budget formatting instructions can be found in Attachment 2. Applicants should recognize that costs do not remain static. The budget should reflect the various phases and activities of planning, organizing, implementation, evaluation, and dissemination.

5.9 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.

1. The Title Page of this RFA must be completed, signed, and returned with the Application
2. Proposals must be received by the time specified in the Timeline, Section 1.7.
3. Description of Current and Prior Funded Projects as specified in Section 2.5.
4. The information and documentation specified in Section 4.0.
5. 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, HBV, HCV, and STI testing to women of childbearing ages.

    e. Link newly HIV-diagnosed pregnant women to HIV medical care within 30 calendar 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 clients' expectations. Clients should be assessed one–two weeks after enrollment and then again, upon exiting the program.

l. Host 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 breastfeeding and lactation educational services.

y. Provide education on postpartum birth control methods including long-acting reversible contraceptives.

z. 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.

aa. Prepare client service and expenditure reports as directed by the Department.

bb. Ensure that the hours of operation for programming services meet the needs of the priority population(s) being served; and consider the provision of services during non-traditional evening and weekend hours.

cc. Provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness.

dd. Plan and deliver services in coordination with local and state HIV prevention programs to avoid duplication of efforts.

ee. 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.

ff. Collect and enter all required data elements into TOPWA CTLS and produce reports as directed by the Department.

5.10 Appendices

Applicants may include additional supporting documentation in the appendices to strengthen their proposal. This may include letters of support, memoranda of understanding, resumes of key personnel, and other relevant materials. All appendices must be clearly labeled and referenced within the narrative where appropriate. While appendices can enhance an Application, they should not be used to circumvent page limits or replace required narrative content.

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 to assist clients with the eligibility for Ryan White services including case management, ADAP, and Housing
    6) 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
    6) 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.

Section 6.0 SUBMISSION OF APPLICATION

6.1 Application Deadline

Applications must be received by the date and time indicated in the Timeline specified in this RFA. Applications received after the deadline will not be accepted or reviewed under any circumstances. Applicants are strongly encouraged to complete and submit their Applications well in advance of the deadline to avoid technical issues or delays.

6.2 Submission Methods

Electronic Submission of Applications

Applications may only be submitted by uploading to the Florida Department of Health Automated Upload System: RFA

6.3 Instructions for Submission of Applications

Instructions for Electronic Submission of Applications

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 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: RFA26-003-Provider Name-Program Specific Information (Example: RFA26-003-PerinatalHIVPrevention-TOPWA).
- The Application must be uploaded into the system by the deadline stated in the Timeline.
- To upload the Application, go to RFA. 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), maximum file size must not exceed 28 MB.
- 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.
- 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.

6.4 Where to Send Your Application

Upload the application to the Florida Department of Health Automated Upload System: RFA

Section 7.0 EVALUATIONS OF APPLICATONS

7.1 Receipt of Applications

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

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

7.2 How Applications are Scored

Each Application will be evaluated and scored based on the category requirements identified in **Attachment 7**. Applications will be scored by an objective Review Team using evaluation sheets to designate the point value assigned to each Application. The scores of each member of the Review Team 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 100.

Criteria	**Maximum Points Allowed**
Statement of Need	10 points
Program Proposal	30 points
Organizational Capacity and Staffing	20 points
Collaborations	20 points
Evaluation Plan	10 points
Proposed Budget Summary and Narrative	10 points
Total	**100 points**

7.3 Award Criteria

Each Applicant doing business with the State for the sale of commodities or contractual services as defined in section 287.012, F.S., must register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.033, F.A.C. Also, an agency may not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, F.S., with any Applicant not registered in the MyFloridaMarketPlace system, unless exempted by rule. An Applicant not currently registered in the MyFloridaMarketPlace system will do so within five days after posting of intent to award. Information about registration is available, and registration may be completed, on the MyFloridaMarketPlace website
Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services

7.4 Funding

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

7.5 Awards

Grants will be awarded based on several criteria: available funding; Application's final score; proposed activities; proposed geographic service areas; and organizational capacity to implement the proposed project. Final funding decisions will be determined by the Department with the recommendations and scores of the Review Teams. The Department reserves the right to evaluate the organization's administrative structure, economic viability, and the ability to deliver services prior to final award and execution of the Contract. Funding an award is wholly at the discretion of the Department.

Awards will be posted at:

- MyFloridaMarketPlace Vendor Information Portal
- Grants & Funding Opportunities - Florida Department of Health

Awards will be listed on the website at: Grants & Funding Opportunities - Florida Department of Health as indicated on the Timeline.

Section 8.0 REPORTING AND OTHER REQUIREMENTS

8.1 Executive Compensation Disclosure and Attestation Survey

The Applicant must submit the Executive Compensation Disclosure and Attestation Survey (also known as the Annual Compensation Survey) prior to award. The survey must be an attachment to the Application. The survey will indicate whether or not the Applicant receives 50 percent or more of its total operating budget from State and/or Federal resources. Survey results will determine whether the Annual Compensation Report and/or IRS Form 990 requirement in the Department's Standard Contract will apply when drafting the contract (subject to exception: universities, government entities, and Child Care Food Program recipients).

8.2 Post Award Requirements

Where the resulting contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may after having given the grantees a reasonable opportunity to complete the report, or to make the report adequate or acceptable, declare the agreement to be in default. The grantees shall provide the Department with the following reports:

Monthly Deliverable Report

A properly completed monthly deliverable report shall be submitted within 10 calendar days following the end of each month documenting the deliverables performed during the month. The monthly deliverable report shall be in accordance with the tasks and deliverables set forth in the Department's Standard Contract, Attachment I. The report must be submitted with the monthly invoice and in a format provided by the Department. The Department reserves the right to modify required data variables to align with program evaluation needs or to align more closely with evaluation requirements set forth in CDC's National HIV Prevention Program Monitoring and Evaluation guidance.

Quarterly Financial Report
Grantees shall submit a quarterly financial report stating, by budget line item, all expenditures made as a direct result of services provided through the funding of the contract to the Department within 15 calendar days following of 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.

The Department reserves the right to evaluate the organization administrative structure, economic viability, and ability to deliver services prior to final award and execution of the Contract.

8.3 Standard Contract

Applicants must review and become familiar with the Contract, that is the Department's Standard Contract, which contains administrative, financial, and non-programmatic terms and conditions mandated by federal and/or state law and policy of DFS. Use of the Standard Contract is mandatory for Departmental contracts. The terms and conditions contained in the Standard Contract are non-negotiable.

Performance Measures
Pursuant to section 215.971(b), F.S., the Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. These will be established based on final determination of tasks and deliverables.

Financial Consequences
Pursuant to section 215.971(c), F.S., the Contract resulting from this RFA must contain financial consequences that will apply if Applicant fails to perform in accordance with the Contract terms. The financial consequences will be established based on final determination of the performance measures and Contract amount.

Appendix

Florida Department of Health
HIV/AIDS Section
DOH-RFA-26-003

PERINATAL HIV PREVENTION

Legal Name of Applicant:	
Funding Amount Requested (annual):	
Area/County to be Served:	
Name of Contact Person:	
Applicant Mailing Address:	
City, State, ZIP:	
Telephone Number:	
Fax:	
Email Address:	
Federal Employer Identification Number (FEID):	
Name and Title of Authorized Official:	
Signature of Authorized Official:	
Date:	
By signing above, you are attesting that: TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.	
Number of Clients Served	_____ HIV Tests _____STI Tests _____Pregnancy Tests _____Outreach and Education Contacts

Disclaimer – NOTE: The receipt of applications in response to this grant opportunity does not imply or guarantee that any one or all qualified applicants will be awarded a grant or result in a contract with the Florida Department of Health.
This grant opportunity is not subject to Section 120.57(3), Florida Statutes.

Budget Preparation Guidelines

Office of Financial Resources (OFR)

This document provides guidance for preparing a budget request and examples to help with the process. CDC applicants and recipients must follow this guidance, which will facilitate prompt CDC review and approval of the request.

Applicants/recipients must prepare and submit a budget narrative for the following types of applications and requests for funding:

- New awards,
- Competing and non-competing continuations,
- Supplements,
- Budget revisions,
- Carryover requests, and
- No cost extensions, if redirecting funds from an existing award.[1]

General Principles

- When developing the budget request, applications must be consistent with the purpose, outcomes, and program strategy outlined in the project narrative.
- Applicants/recipients must follow federal cost principles by showing costs are allowable, allocable, reasonable, and necessary.[2] The Office of Grants Services (OGS) Grants Management Specialist (GMS) will conduct a cost analysis to ensure the costs meet these standards.
- Applicants/recipients must round all amounts requested to the nearest dollar and not report cents.
- Funded recipients are not allowed to use CDC grant funds to support federal income tax and other income tax costs for employee staff, consultants, and staff paid through contracts.[3]

Cost Categories for the Budget Request

Applicants/recipients must include budget narratives addressing specific cost categories in their budget requests. There are two types of costs, direct and indirect costs.

- Direct costs are costs that can be identified specifically for activities with a particular award, such as personnel, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs.
- Indirect costs (also known as "facilities and administrative costs") are costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity. Facilities operation and maintenance costs, depreciation, and administrative expenses are examples of costs that usually are treated as indirect costs.

[1] U.S. Department of Health and Human Services (HHS), *Grants Policy Statement,* January 2007 available at: http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

[2] Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards (45 Code of Federal Regulations (CFR) Part 75), available at: https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-75#sp45.1.75.e

[3] Per 45 CFR 75.470(b), income taxes are disallowed because they are considered a personal cost which an employee is expected to handle on his/her own. CDC considers any type of income tax a personal expense.

Each of the cost categories for direct and indirect costs is described below. Where beneficial, examples are provided.

Personnel

For each requested position, provide the following information: 1) name of staff member occupying the position, if available; 2) annual salary; 3) percentage of time budgeted for this program; 4) total months of salary budgeted; and 5) total salary requested. Also, provide a justification, basis for the annual salary, and describe the scope of responsibility for each position and how it relates to the accomplishment of the program objectives.

Sample Budget

Position Title and Name	Annual Salary	Time	Total Months	Amount Requested
Project Coordinator Susan Taylor	*$45,000*	*100%*	*12 months*	*$45,000*
Finance Administrator John Johnson	*$28,500*	*50%*	*12 months*	*$14,250*
Outreach Supervisor (Vacant)*	*$27,000*	*100%*	*12 months*	*$27,000*
Total Personnel				**$86,250**

Sample Justification

Write a justification for each position. The format may vary, but the description of responsibilities should be related to specific program objectives. See example below.

Job Description: Project Coordinator – (Susan Taylor)

This position directs the overall operation of the project including but not limited to overseeing the implementation of project activities; coordinating with other agencies; providing program and staff performance evaluation; collecting, tabulating, and interpreting required data; and developing materials, provisions of service, and training. This individual is

Fringe Benefits

Fringe benefits are usually applicable to direct salaries and wages. Provide information on the rate of fringe benefits used and the basis for the calculation. If a fringe benefit rate is not used, itemize how the fringe benefit amount is computed.

Sample Budget

Fringe benefits are computed by an established rate (Fringe Benefit rate = 25% of total salaries).

Fringe Benefits Total $ _____

If fringe benefits are not calculated using a percentage of salaries, itemize how the amount is determined for each salary and wage being requested.

Project Coordinator Salary - $45,000

Fringe Benefit	Percentage of Salary	Amount Requested
Retirement	*5%*	*$2,250*
FICA	*7.65%*	*$3,443*
Insurance	*N/A*	*$2,000*
Workers Compensation	*N/A*	*$0*
Fringe Benefits Total		**$7,693**

Consultant Costs

This category should be used when hiring an individual to give professional advice or services (e.g., training, evaluation, communication) for a fee, but not as an employee of the recipient organization. Written approval must be obtained from CDC prior to establishing a written agreement for consultant services and must be obtained annually to reestablish the written agreement. The budget request should include a summary of the proposed consultants and costs for each. The following seven elements are required before the commencement of consultancy:

1. **Nature of Services to Be Rendered:** Describe the consultation that will be provided, including the specific tasks to be completed and specific deliverables. A copy of the actual consultant agreement should not be sent to CDC.
2. **Relevance of Service to the Project**: Describe how the consultant services relate to the accomplishment of specific program objectives.
3. **Expected Rate of Compensation:** Specify the rate of compensation for the consultant (e.g., rate per hour, rate per day). Include a budget showing other costs (e.g., travel, per diem, supplies, and other related expenses) and list a subtotal.
4. **Number of Days of Consultation** (basis for fee)**:** Specify the total number of days, estimated duration ofconsultation.
5. **Name of Consultant:** Identify the name of the consultant and describe his or her qualifications.
6. **Organizational Affiliation** (if applicable)**:** Identify the organization affiliation of the consultant.
7. **Method of Accountability:** Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant agreement.

Elements 1-4 are required for approval of consultant budget requests. If these elements are not known at the time the application is submitted, the information must be provided later as a prior approval. If elements 5-7 are not available at time of application, they must be provided via GrantSolutions Grants Management Services (GSGMS) Grant Notes for non-research and via email to the assigned Grants Management Specialist (GMS) and Scientific Project Officer/Project Officer (SPO/PO) for research prior to beginning the consultancy.

Equipment

Equipment is defined as tangible, non-expendable personal property (including exempt property) that has a useful

life of more than one year and an acquisition cost of $5,000 or more per unit. However, if your organization has a lower threshold, work with your CDC Grants Management Officer to establish a threshold that is consistent with your organization's policy.

All budget requests should individually list each item requested and provide the following information: 1) number needed; 2) unit cost of each item; 3) total amount requested; and 4) to the extent possible, the make and model of the equipment. Also, provide a justification for the use of each item to explain the need and basis for the cost (e.g., competitive bidding, and historical cost data compiled by the organization), and relate it to the specific program objectives. Equipment maintenance or rental fees should be included in the *Other* category. If available, include documentation for equipment costs such as invoice, estimate, price quote, or bid sheet.

Sample Budget

Item Requested	Number Needed	Unit Cost	Amount Requested
Computer Workstation	*2 ea.*	*$5,500*	*$11,000*
Computer	*1 ea.*	*$6,000*	*$6,000*
Total Equipment Cost			**$17,000**

Sample Justification

The principal investigator and statistician will use the computer workstations to collect required data, perform data analysis, and generate reports. These computers will also support the daily operation of the project, routine correspondence, research, and electronic communication. The unit cost estimate is based on historical cost data.

Supplies

Individually list each item requested and provide the following information: 1) the item requested and type or make and model; 2) number needed; 3) unit cost of each item; and 4) total amount requested. If appropriate, general office supplies may be shown by an estimated amount per month times the number of months in the budget category. Also, provide a justification for the use of each item to explain the need and basis for the cost, and relate it to the specific program objectives.

Sample Budget

Item Requested	Type	Number Needed	Unit Cost	Amount Requested
Computer Workstation	*(Specify type)*	*3 ea.*	*$2,500*	*$7,500*
Software	*(Specify type)*	*1 ea.*	*$400*	*$400*
Educational Pamphlets	*N/A*	*3,000 copies*	*$1*	*$3,000*
General Office Supplies	*Pens, pencils, paper*	*12 months*	*$20/month per person for 10 people*	*$2,400*
Total Supplies				**$13,300**

Sample Justification

Program staff will use Computer Workstation to develop promotional materials, publications, and progress reports. Software will be used to develop promotional materials and publications. Educational pamphlets will be purchased and used to illustrate and promote safe and healthy activities. Staff members will use office supplies to carry out daily

Travel

Dollars requested in the Travel category should be for **recipient staff travel only**. Travel for consultants should be shown in the Consultant category. Travel for other participants (e.g., advisory committees and review panels) should be itemized as specified below and placed on the *Other* category.

For Travel, provide a narrative justification describing what the travel staff members will perform. List where travel will be undertaken, number of trips planned, who will be making the trips, and include the approximate dates. If mileage is to be paid, provide the number of miles and the cost per mile. If travel is by air, provide the estimated cost of airfare. If per diem/lodging is to be paid, indicate the number of days and amount of daily per diem, as well as the number of nights and estimated cost of lodging. Include the cost of ground transportation, when applicable. Include CDC meetings, conferences, and workshops, if required by CDC.

Note: Local travel is travel within 50 miles (using the most direct route) of both the traveler's residence and the primary place of work or permanent duty station (PDS). Only mileage/transportation costs may be charged for local travel. Per diem and other costs are not allowable for local travel.

Sample Budget

Travel Total $ _____

Location	Number of Trips	Number of People	Cost of Airfare	Number of Total Miles per Trip	Cost per Mile	Amount Requested
Location Name	*1*	*2*	*N/A*	*500 mi.*	*$0.625*	*$625*
Various	*25*	*1*	*N/A*	*300 mi.*	*$0.625*	*$4,687*
Total						**$5,312**

Per Diem	Number of People	Number of Units	Unit Cost	Amount Requested
Meals & Incidentals (M&IE)	*2*	*2 days*	*$59/day*	*$236*
Lodging	*2*	*1 night*	*$98/night*	*$196*
Total				**$432**

Sample Justification

The Project Coordinator and the Outreach Supervisor will travel to (*insert location name*) to attend the AIDS conference.

The Project Coordinator will make an estimated 25 trips to an outreach site to monitor program implementation. Cost

Other

This category should include expenditures that do not fit within the other cost categories (e.g., registration costs). Individually list each item requested and provide proper justification related to the program objectives.

Sample Budget

Item Requested	Number of Months	Estimated Cost per Month	Number of Staff	Amount Requested
Telephone		*$*		*$*
Postage		*$*		*$*
Equipment Rental		*$*	*N/A*	*$*
Internet Provider Service		*$*	*N/A*	*$*
Total Other				

Item Requested	Number Needed	Unit Cost	Amount Requested
Printing	*__ documents*	*$*	*$*

Sample Justification

For printing costs, identify the types of documents (e.g., procedure manuals, annual reports, and materials for media campaign) and number of copies to be printed.

Contractual Costs

Recipients must obtain written approval from CDC prior to establishing a third-party contract to perform program activities. The budget request should include a summary of the proposed contractual request and cost for each contract proposed.

The following six elements are required before a contract begins:

1. **Period of Performance:** Specify the beginning and ending dates of the contract.
2. **Scope of Work:** Describe the specific services/tasks to be performed by the contractor and relate them to the accomplishment of program objectives. Deliverables should be clearly defined. Copies of the actual contract should not be sent to CDC, unless specifically requested.
3. **Itemized Budget and Justification:** Provide and itemized budget with proper justification. If applicable, include any indirect cost paid under the contract and the indirect cost rate used.
4. **Name of Contractor:** Identify the name of the proposed contractor and indicate whether the contract is with an institution or organization.
5. **Method of Selection:** State whether the contract is sole source or competitive bid. If an organization is the sole source for the contract, include an explanation as to why this institution is the only one able to perform contract services.
6. **Method of Accountability:** Describe how the progress and performance of the contactor will be monitored. Identify who will be responsible for supervising the contract.

Elements 1-3 are required for approval of contract budget requests. If these elements are not known at the time the application is submitted, the information must be provided later as a prior approval. If elements 4-6 are not available at the time of application, they must be provided via GrantSolutions Grants Management Services (GSGMS) Grant Notes for non-research and via email to the assigned GMS and SPO/PO for research prior to beginning the contract.

Indirect (Facilities and Administrative-F&A) Costs

Some applicants/recipients include indirect costs in their budget requests. To include indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the HHS Cost Allocation Services (CAS) office, or the entity's cognizant federal agency.[4] A copy of the most recent indirect cost rate agreement or a cost allocation plan must be provided with the application. Alternatively, the following specific types of entities and programs have other options which may be allowable for indirect costs.

States and Local Government and Indian Tribe:

- Applicants/recipients (domestic governmental entities) that receive less than $35 million in direct federal funding may use an indirect cost proposal. The indirect cost proposal must be developed per the requirements of 45 CFR 75 and the recipient must maintain the proposal and related supporting documentation for audit. These entities are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. A local jurisdiction may use the indirect cost proposal that is approved by the state.
- Each Indian tribal government desiring reimbursement of indirect costs must submit its indirect cost proposal to the Department of the Interior (its cognizant agency for indirect costs).

Foreign Organizations:[5]

- Indirect costs at a rate of 8 percent of modified total direct costs (MTDC), excluding tuition and fees, direct expenditures for equipment, and subawards and contracts more than $25,000, may be provided to foreign and international organizations to support the costs of compliance with federal requirements.
    - Compliance requirement examples include, but may not be limited to, protection of human subjects,

animal welfare, research misconduct, invention reporting, and other post-award reporting requirements.

Training Grant Programs:

- Indirect costs on training grant programs are limited by HHS policy to a fixed rate of 8 percent of modified total direct costs (MTDC) excluding tuition and related fees, direct expenditures for equipment, and subawards and contracts more than $25,000.

If the applicant organization or recipient does not have an approved indirect cost rate agreement or is not one of the specific entities or programs outlined above, costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs. Applicants/recipients (other than government units) that have never received a federally negotiated indirect cost rate may elect to budget for a de minimis rate of 10% of modified total direct costs. The de minimis rate may be used indefinitely. Once a recipient chooses the de minimis rate, it must be used consistently across all federal awards until the recipient decides to negotiate for a rate with the cognizant federal agency.

[4] The cognizant federal agency for indirect cost rate negotiation is typically the agency which provides the preponderance of funding.

[5] American University Beirut and the World Health Organization (WHO) are not considered foreign organizations and should submit a description of full indirect costs in their budget.

Attachment 3
Budget Summary Format and Template

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

Budget Justification Narrative Format and Template

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

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 Fringe Benefits (Personnel Cost X % Rate) Cost

EXPENSES

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 $0.44.5 cents per mile.

Purpose of Travel Location Computation Cost

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

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

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

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

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

Items	Computation	Cost

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

J. Insurance – Indicate the cost of maintaining comprehensive liability insurance for the program.

Items	Computation	Cost

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

Items	Computation	Cost

TOTAL DIRECT COSTS

TOTAL INDIRECT COSTS

TOTALS

Provider Name:								
Annual Contract Period Budget Information								
Budget Start Date:		Budget End Date:		Budget Amount:				

A. DIRECT PROGRAM COST

A.1: SALARIES: This section must be completed for staff that perform tasks directly related to the contract deliverables.

Last Name	First Name	Job Position	Full-Time Employment Status	Employee Annual Salary	Employment Status Allocated to Contract	%Salary Allocated to Contract	Amount Allocated to Contract
						Total of Direct Salaries Allocated:	$ -

A.2: FRINGE BENEFITS: This section is for fringe benefits for staff that perform tasks directly related to the contract deliverables.

Item of Cost	Details on Item of Cost	Amount Allocated to Contract
FICA		
Unemployment		
Workers Compensation		
Health Insurance		
	Total of Fringe Benefits Allocated:	$ -

A.3: DIRECT EXPENSE: This section is for expense directly related to the performance of the deliverables for the contract.

Item of Cost	Explanation of Need	Amount Allocated to Contract
	Total Direct Expenses Allocated:	$ -
	TOTAL DIRECT PROGRAM ALLOCATION:	$ -

B. ADMINISTRATIVE EXPENSE (including indirect expense)

B.1: SALARIES: This section must be completed for staff that perform administrative service related to the contract. These salaries can readily be identified.

Last Name	First Name	Job Position	Full-Time Employment Status	Employee Annual Salary	Employment Status Allocated to Contract	%Salary Allocated to Contract	Amount Allocated to Contract
						Total of Administrative Salaries Allocated:	$ -

B.2: FRINGE BENEFITS: This section is for fringe benefits for staff performing administrative service related to the contract. These salaries can readily be identified.

Item of Cost	Details on Item of Cost	Amount Allocated to Contract
	Total of Administrative Fringe Benefits Allocated:	$ -

B.3: Administrative Expense: This section is for expenses related to the administrative activities associated with the contract.

Item of Cost	Explanation of Need	Amount Allocated to Contract
	Administrative Expenses Allocated:	$ -
	TOTAL ADMINISTRATIVE EXPENSE ALLOCATION:	$ -
	TOTAL CONTRACT BUDGET ALLOCATION:	$ -

Work Plan Template

Please use this template to complete the work plan and include it with the application. The Work Plan should be completed for the first year only (January 1, 2027—December 31, 2027). Add additional rows for goals and objectives, as needed.

Goal 1:			Outcome Measure:	
SMART Objective				
Objective(s):	Objective Activity	Process Measure	Timeline/Completion Date	Responsible Party
Goal 2:			Outcome Measure:	
SMART Objective				
Objective(s):	Objective Activity	Process Measure	Timeline/Completion Date	Person/s Responsible
Goal 3:			Outcome Measure:	
SMART Objective				
Objective(s):	Objective Activity	Process Measure	Timeline/Completion Date	Person/s Responsible
Goal 4:			Measures of Effectiveness:	
Objective(s):	Objective Activities	Process Measure	Timeline/Completion Date	Person/s Responsible
Goal 5:			Measures of Effectiveness:	
Objective(s):	Activities Planned to Achieve Objective	Process Measure	Timeline/Completion Date	Person/s Responsible

Funding Sources

Provider Name: _____

Person Completing Form _____

The purpose of this form is to track and document how providers manage and utilize funding received from state, local, and federal sources. It ensures transparency, accountability, and compliance with reporting and expenditure requirements. By collecting key information, such as funding sources, amounts, expenses, and supporting documentation, the form helps maintain accurate records and fulfill any necessary regulatory obligations. It also provides a structured way for providers to certify their compliance with funding terms.

Indicate whether the funding is from state, local, or federal sources. If funding comes from multiple sources, list each source separately.

Local, State or Federal Funding Entity	Amount	Funding Period	Funded Activities

Provider signature: _____

Date of Submission: _____

Attachment 7

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

Evaluator's Signature: _____ Date: _____

EVALUATION CRITERIA

RFA-26-003 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	***Does not meet requirements or not acceptable*:** The Application failed to identify the area(s) served by the proposed project and did not provide a description of geographic areas.
1	***Limited in requirements, and response has no description or description is not acceptable**:* 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	***Limited in requirements, response has limited description**:* 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	***Meets all requirements with a descriptive response**:* 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 where women of childbearing years, who may be at increased risk for HIV infection reside or frequent.
5	***Meets all requirements with a detailed response**:* 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 women of childbearing years, who may be 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	***Does not meet requirements or not acceptable:*** The Application failed to describe the priority population(s), and the impact of substance use and mental health.
1	***Limited in requirements, and response has no description or description is not acceptable:*** 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	***Limited in requirements, response has limited description:*** 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). The Applicant provided limited description of the impact of substance use and mental health on priority population(s).
3	***Meets all requirements with a descriptive response:*** 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). The Applicant used demographic and socioeconomic data to provide a description of the population(s). The Applicant provide a description of the impact of substance use and mental health on women of childbearing years and their partners, who may be at increased risk for HIV infection reside or frequent.).
5	***Meets all requirements with a detailed response:*** 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). The Applicant used demographic and socioeconomic data to provide a comprehensive, detailed description of the population(s). The Applicant provided 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	***Does not meet requirements or not acceptable****:* Application failed to identify HIV-related disparities and gaps in scope, reach, coordination, and services for the population(s).
1	***Limited in requirements, and response has no description or description is not acceptable:*** 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	***Limited in requirements, response has limited description**:* 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	***Meets all requirements with a descriptive response**:* 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	***Meets all requirements with a detailed response**:* 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	***Does not meet requirements or not acceptable:*** Application failed to address how funds from this RFA will augment existing care and prevention services.
1	***Limited in requirements, and response has no description or description is not acceptable:*** 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	***Limited in requirements, response has limited description:*** 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	***Meets all requirements with a descriptive response**:* 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	***Meets all requirements with a detailed response**:* 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	***Does not meet requirements or not acceptable****:* The Application failed to describe the proposal purpose, outcomes, and strategies.
5	***Limited in requirements, and response has no description or description is not acceptable:*** 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 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 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 purpose of the proposal, outcomes, and strategies with clear competency, consistent capability, and 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 competencies, 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	**2. How well did the Applicant describe the outcomes they expect to achieve by the end of**

points	**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 5.3 with little or no descriptive detail. Application partially addressed outcomes and indicators listed in Section 5.3.
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 5.3. Application did not indicate direction of change or contain acceptable outcomes related to the outcomes and indicators listed in Section 5.3.
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 to the outcomes and indicators. Listed in Section 5.3.
20	***Meets all requirements with a detailed response**:* 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. The Applicant outcomes are realistic and demonstrate 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	***Does not meet requirements or not acceptable**:* Application failed to provide information about the Applicant.
1	***Limited in requirements, and response has no description or description is not acceptable**:* Application provided information about the agency but did not describe the agency's history, administrative structure, table of organization, mission, vision, and goals.
2	***Limited in requirements, response has limited description:*** 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	***Meets all requirements with a descriptive response**:* 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	***Meets all requirements with a detailed response**:* 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	***Does not meet requirements or not acceptable**:* Application failed to describe the agency's experience providing services to the priority population(s).
1	***Limited in requirements, and response has no description or description is not acceptable:*** Application described the agency's experience providing services to the priority population(s) with little or no descriptive detail. The Application partially addressed key personnel who will implement the proposed project.
2	***Limited in requirements, response has limited description:*** 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	***Meets all requirements with a descriptive response:*** 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). The 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	***Meets all requirements with a detailed response:*** 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). The 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	***Does not meet requirements or not acceptable**:* Application failed to describe the agency's involvement in the local community planning process.
1	***Limited in requirements, and response has no description or description is not acceptable:*** 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	***Limited in requirements, response has limited description:*** Application described the agency's experience community involvement and partnerships with minimal detail. Application provided a limited description of community planning involvement and partnerships. The Applicant provided inadequate information related to key community partnerships.
3	***Meets all requirements with a descriptive response:*** 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	***Meets all requirements with a detailed response:*** 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	***Does not meet requirements or not acceptable****:* Application failed to provide a description of the coordination/collaborative process used to plan and implement the proposed project.
1	***Limited in requirements, and response has no description or description is not acceptable:*** Application provided little or no descriptive detail about the coordination/collaborative process used to plan and implement the proposed project.
2	***Limited in requirements, response has limited description****:* 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	***Meets all requirements with a descriptive response****:* 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	***Meets all requirements with a detailed response****:* 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. The 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. The 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	***Does not meet requirements or not acceptable*****:** Application failed to describe how members of the target population and the local community will be involved in project implementation.
1	***Limited in requirements, and response has no description or description is not acceptable:*** 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	***Limited in requirements, response has limited description:*** The application provided limited detail on how members of the target population and the local community will be involved in project implementation.
3	***Meets all requirements with a descriptive response****: The a*pplication described how members of the target population and the local community will be involved in project implementation.

5	***Meets all requirements with a detailed response:*** The application provided a detailed description of how members of the target population and the local community will be involved in project implementation.
Point Allocation	
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	***Does not meet requirements or Not acceptable****:* No Evaluation Plan was included in the application and/or basic criteria was not met.
3	***Limited in requirements, and response has no description or description is not acceptable:*** 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	***Limited in requirements, response has limited description****:* Evaluation Plan covered the entire 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	***Meets all requirements with a descriptive response****:* Evaluation Plan covered the entire 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	***Meets all requirements with a detailed response****:* Evaluation Plan covered the entire 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	***Does not meet requirements or not acceptable****:* Applicant failed to provide a budget summary.
3	***Limited in requirements, and response has no description or description is not acceptable:*** Applicant provided a budget summary but did not describe all proposed costs in a line-item budget format.
5	***Limited in requirements, response has limited description:*** Applicant provided a budget summary with a limited description of all proposed costs for the project activities in a line-item budget format.
7	***Meets all requirements with a descriptive response****:* Applicant provided a budget summary (following the template provided in Attachment III) which describes all proposed costs for the project activities in a line-item budget format.
10	***Meets all requirements with a detailed response****:* Applicant provided a budget summary (following the template provided in Attachment III) 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	***Does not meet requirements or not acceptable****:* Application failed to provide a budget justification narrative.
3	***Limited in requirements, and response has no description or description is not acceptable:*** Applicant provided a budget justification narrative and provided little or no description of all proposed expenditures.
5	***Limited in requirements, response has limited description:*** 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	***Meets all requirements with a descriptive response:*** Applicant provided a budget justification narrative (following example in Attachment IV) 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	***Meets all requirements with a detailed response****:* Applicant provided a budget justification narrative (following example in Attachment IV) 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.

☐ Client ☐ Non-Client
☐ Multi-County

☐ State Funds
☐ Federal Funds

STATE OF FLORIDA
DEPARTMENT OF HEALTH
FINANCIAL ASSISTANCE STANDARD CONTRACT

THIS CONTRACT, which includes Attachment I and the accompanying attachments and exhibits, is entered into between the State of Florida, Department of Health, hereinafter referred to as the Department", and _____ hereinafter referred to as the "Provider", each a "party" and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

A. To provide services in accordance with the terms specified in Attachment I attached hereto and ensure any deliverables under the Contract, which may include "commodities" and "contractual services", as each is defined in section 287.012, F.S. does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

B. To the Following Governing Law:

1. **State of Florida Law:** This Contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this Contract.
2. **Federal Law:**
   a. If this Contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II as revised and other applicable regulations as specified in the Contract.
   b. If this Contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
   c. If this Contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
   d. If this Contract contains federal funds and is over $100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
   e. If this Contract contains federal funding exceeding $100,000, Provider must, prior to Contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager and must be completed prior to Contract execution. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
   f. If this Contract contains federal funds, Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60, as revised.
   g. If this Contract contains federal funds, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education, or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this Contract.
   h. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and

the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, as revised, collectively referred to as "HIPAA."

i. **Use and Disclosure of Confidential Women, Infant and Children (WIC) Information:** When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii). If Provider is determined to be a sub-recipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (D-U-N-S) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid D-U-N-S number and evidence of registration (i.e., a printed copy of the completed SAM registration) in SAM to the Contract Manager. To request a D-U-N-S number visit https://fedgov.dnb.com/webform and to obtain registration and instructions for SAM, visit https://sam.gov/.

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

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract.
2. To retain financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of six years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract.
3. Upon completion or termination of this Contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.337, as revised, will have full access to and the right to examine any of Provider's records and documents related to this Contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record-keeping requirements are included in all subcontracts and assignments. Provider agrees to provide such records, papers, and documents, outlined in paragraphs 1 through 4 above, to the Department within 10 business days after the request is made in accordance with section 216.1366, Florida Statutes.
6. Consistent with the recipient or subrecipient requirements as specified in Attachment _____, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 as revised, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
   a. **Documentation:** Maintain separate accounting of revenues and expenditures of funds under this Contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures that support Provider's activities not solely authorized under this Contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
   b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this Contract which evidences that expenditures are:
      1) Allowable under the Contract and applicable laws, rules, and regulations.
      2) Reasonable; and
      3) Necessary for Provider to fulfill its obligations under this Contract.

      All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
   c. **Annual Financial Report:** Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this Contract with the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this Contract.
   d. Ensure that funding received under this Contract in excess of expenditures is remitted to the Department within 45 days of the end of each Contract year and the Contract end date.
   e. **Annual Compensation Report:** If applicable, Provider must submit Attachment _____, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each Contract

year. Total compensation must include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If Provider is exempt from filing IRS Form 990, submit Attachment _____ without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to Provider. In addition, Provider, by executing this Contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in Provider's submitted Annual Compensation Reports.

7. **Public Records:** Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the Contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the Contract term and following completion of the Contract if Provider does not transfer the public records to the Department. Upon completion of the Contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the Contract services. If Provider transfers all public records to the Department upon completion of the Contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the Contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this Contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

   If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this Contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

8. **Coordination of Contracted Services:** Pursuant to section 287.0575(2), Florida Statutes, if Provider has more than one Contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services Contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each Contracting state agency and the applicable office or program issuing the Contract; b) the identifying name and number of each Contract; c) the starting and ending date of each Contract; d) the amount of each Contract; e) a brief description of the purpose of the Contract and the types of services provided under each Contract; f) the name and contact information of the contract manager.
9. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
10. **Cooperation with the Florida Senate and the Florida House of Representatives:** Pursuant to section 287.058(7), Florida Statutes, Provider agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as requested. Provider is strictly prohibited from enforcing any nondisclosure clauses that conflict with this requirement.
11. **Exit Transition Services:** If applicable, Provider must provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract to facilitate the orderly transfer of such services to the Department or its designee. If the Department determines that Exit Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the Contract, at no cost to the Department, or as agreed upon by the Parties in writing.

D. Monitoring by the Department and Dispute Resolution:

1. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this Contract and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this Contract. The Provider must provide the requested records, papers, and documents to the Department within 10 business days after

the request is made. Following the Department's monitoring, the Department may provide the Provider with a written report specifying the noncompliance and request a Corrective Action Plan to be carried out by the Provider. At the sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this Contract for cause, demand the recoupment of funds from subsequent invoices under this Contract, or demand repayment pursuant to the terms set forth in this Contract.

2. **Dispute Resolution:** Any dispute concerning the performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination specified in this Contract.

E. Indemnification and Limitation of Liability

1. **Indemnification:**
   a. This section is not applicable to contracts executed with State agencies or subdivisions, as defined in section 768.28, Florida Statutes.
   b. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
   c. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department. Only adjudication or judgment after the highest appeal is exhausted specifically finding Provider not liable will excuse the performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify.
   d. Nothing in this Contract shall be construed as the Department agreeing to indemnify the Provider.
3. **Limitation of Liability:** For all claims against the Provider under the Contract, and regardless of the basis on which the claim is made, the Provider's liability under the Contract for direct damages will be limited to the greater of $500,000.00, the dollar amount of the Contract, or two times the charges rendered by the Provider under the Contract. This limitation will not apply to claims arising under the Indemnification paragraph contained in section E.1. above. Unless otherwise specifically enumerated in the Contract, or where such limitation is unconscionable under law, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Provider to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Department and the State may, in addition to other remedies available to them at law or equity and upon notice to the Provider, retain such monies from amounts due Provider as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The Department and the State may set off any liability or other obligation of the Provider or its affiliates to the Department or the State against any payments due to the Provider under the Contract. Nothing contained herein negates the sovereign immunity protections provided to State agencies or subdivisions, as defined in section 768.28, Florida Statutes.

F. Insurance: To maintain insurance sufficient to adequately protect the Department from all liability and property damage and hazards that may result from Provider's performance under this contract. Provider must always hold such insurance during the existence of this Contract and any renewal(s) and extension(s) of it. Upon execution of this Contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability, workers compensation, and property damage insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this Contract. Upon the execution of this Contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.

G. Safeguarding Information: Provider will not use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with State and federal law except upon written consent of the recipient or the responsible parent or guardian when authorized by law.

H. Assignments and Subcontracts

1. **Assignment:** Provider will not assign the responsibility of this Contract to another party without the prior written approval of the Department, which will not be unreasonably withheld. Any assignment or transfer otherwise occurring without the Department's approval will be null and void and the Provider will not be paid for such assigned services. This Contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to perform the Provider's obligations. The Department will be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental entity or as required under Florida law upon prior written notice to Provider.
2. **Subcontracts:**
   a. Provider will not subcontract any work contemplated under this Contract without the prior written approval of the Department. If the Department permits Provider to subcontract under this Contract, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable for all work performed, all expenses and any liabilities incurred under the subcontract. If the Department permits the Provider to subcontract, such permission will be indicated in Attachment I. If Provider subcontracts any of the services performed under the Contract without obtaining the Department's prior written approval, such action will be null, and void and Provider will not be paid for such subcontracted services.
   b. Unless otherwise stated in the Provider's Contract with the subcontractor, payments must be made within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Provider to be paid by the Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

I. Return of Funds: Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Contract that were paid to Provider by the Department. If Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this Contract or through collection proceedings.

J. Transportation Disadvantaged: If clients are to be transported under this Contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code, Chapter 41-2 and submit reports as directed by the Department.

K. Purchasing

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** Pursuant to section 946.515(2), Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with such corporation are concerned. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459 or visiting http://www.pride-enterprises.org.
2. **Procurement of Materials with Recycled Content:** Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. **MyFloridaMarketPlace Vendor 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 Florida Administrative Code, Rule 60A-1.033.
4. **MyFloridaMarketPlace Transaction Fee:**

a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(24), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code, Rule 60A-1.031(2).
c. Provider will receive a credit for any Transaction Fee paid by the Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider's failure to perform or comply with the specifications or requirements of this Contract. Failure to comply with these requirements will constitute grounds for declaring the Provider in default and recovering reprocurement costs from the Provider in addition to all outstanding fees. A Provider delinquent in paying transaction fees may be excluded from conducting future business with the State.

5. **Alternative Contract Source:** This Contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Florida Administrative Code, Rule 60A-1.045.
6. **Registered to do Business with the State:** 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.
7. **Taxes:** The Department is generally exempt from all federal, state, and local taxes and no such taxes must be included in the price of the Contract. The Department will have no responsibility for the payment of taxes that become payable by Provider or its subcontractors in the performance of the Contract.

L. Background Screening Requirements and Drug Screening Requirements:

1. **Background Screening Requirements:** In the Department's sole and exclusive discretion, it may determine that background screening of some or all the Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, the Provider agrees to the following:
   a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
   b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
   c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
   d. Be responsible for any costs incurred in meeting this screening requirement.
2. **Drug Screening Requirements:**
   a. If the Provider's officers, agents, employees, subcontractors, or assignees (collectively "individuals") are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this Contract, then a drug test must be performed prior to the individual being allowed to start work under this Contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this Contract until they have been cleared by the Department.
   b. If at any time while performing services under this Contract reasonable suspicion exists to believe that the Provider's staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, are under the influence of or impaired by drugs, the Department reserves the right to require the individual to undergo drug testing. The Department may require the individual to cease performing services pending drug test results. In the event of a positive drug test, the Provider must notify the Department in writing and at which time the Department may request a replacement of equal or superior skills and qualifications of the prior individual.
   c. The Provider is responsible for any costs associated with meeting this screening requirement.

M. Civil Rights Requirements:

1. Provider, including its officers, agents, employees, subcontractors, or assignees must review the following policies and procedures as directed by the Department: Policy for Access to Programs and Activities; Procedure for Access to Programs and Activities; Language and Disability Access Plan; and the Civil Rights Training for Access to Programs and Activities.

2. Upon contract execution and each subsequent year thereafter, the Provider must complete the Department's Civil Rights Compliance Checklist and submit it as directed by the Department.

N. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractor, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Provider, its officers, agents, employees, subcontractor, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in the Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

O. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health."* If the sponsorship reference is in written material, the words "*State of Florida, Department of Health"* will appear in at least the same size letters or type as Provider's name.

P. Final Invoice: To submit the final invoice for payment to the Department as specified in Attachment I or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.

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

R. Public Entity Crime, Discriminatory Vendor, Antitrust Violator Vendor List, and Scrutinized Companies

1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. **Scrutinized Companies:**
   a. The following paragraph applies regardless of the dollar value of the good or services provided: In

accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

b. The following paragraph applies only when goods or services to be provided are $1 million or more: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

4. **Antitrust Violator Vendor List:** Pursuant to section 287.137(2)(a), "[a] person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
5. **Department Notification Requirements:** Provider must notify the Department in writing if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the term of the Contract.

S. Patents, Copyrights, Royalties, and Ownership of Property

1. Provider shall not assert any rights to a) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); b) intellectual property furnished by the Department; and c) any data collected or created for the Department. Provider shall transfer all such intellectual property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. If the Department or State has the authority to assert a right in any of the intellectual property or data, Provider shall assist, if necessary, in the assertion of such right. Provider must inform the Department of any inventions or discoveries developed in connection with this Contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this Contract. All copyrights accruing under or in connection with the performance of the Contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
4. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
5. Notwithstanding the foregoing, and unless otherwise specified in the Attachment I, Provider's intellectual property rights that preexist this Contract will remain with Provider unless such preexisting software or work was developed under a previous Contract with the Department.
6. The following is only applicable to contracts executed with State universities, as defined in section 1001.705, Florida Statutes:

a. Provider will retain ownership of all intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.
b. Provider must notify the Florida Department of State of any intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Provider grants the state of Florida an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
c. If this contract is paid for with federal funds, Provider will grant the awarding federal agency an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.

T. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

U. Electronic Fund Transfer: Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

V. Information Security and Confidentiality of Data, Files, and Records:

1. **Information Security:** The State requires that all data generated, used, or stored by Provider pursuant to this Contract reside and remain in the United States and not be transferred outside of the United States. The State also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.
2. **Confidentiality of Data, Files, and Records:** Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this Contract in accordance with applicable state and federal laws, rules, and regulations and any Department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by Provider upon execution of this Contract, including any amendments. The Department will provide any Department program-specific supplemental protocols to Provider and reserves the right to update such protocols throughout the term of the Contract. The Provider agrees that it will continue to comply with all protocols, as updated and supplemented, throughout the duration of this Contract. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant, and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information as defined in 45 CFR § 160.103. Provider must comply with any applicable professional standards of practice with respect to the confidentiality of information.
3. **Business Associate Agreement:** If applicable, Provider must execute Attachment _____, Business Associates Agreement prior to receiving any Protected Health Information, as defined in 45 CFR § 160.103, from the Department.
4. **Acceptable Use and Confidentiality Agreement:** If applicable, and Provider requires access to the Department's network under the Contract, Provider must execute Attachment _____, Acceptable Use and Confidentiality Agreement prior to accessing the network.

W. Venue and Remedies for Default:

1. **Venue:** Venue for any legal actions arising from this Contract must be in Leon County, Florida, to the exclusion of any other jurisdiction unless the Contract is entered into by one of the Department's County health departments, in which case, venue for any legal actions will be in the county in which the county health department is located. Each party hereby consents to the jurisdiction of such court and irrevocably waives, to the maximum extent permitted by law, any objection or defense of lack of jurisdiction or inconvenient forum. In the event of a dispute, each party is responsible for their own attorney fees and costs unless otherwise prohibited by law.
2. **Remedies for Default:** Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in Section III., paragraph B. 3., below.

X. Force Majeure: Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike, or labor disturbance. Such excuse from liability

is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If Provider believes an excusable delay has occurred, Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the Contract is tolled for any reason, Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to Provider.

Y. **Employment Eligibility Verification**: Provider is required to use the U.S. Department of Homeland Security's E-Verify system, located at https://www.e-verify.gov to verify the employment eligibility of all newly hired employees used by Provider under this Contract. Provider must also include in related subcontractors, if authorized under this Contract, a requirement that subcontractors performing work under this Contract use the E-Verify system to verify employment eligibility of all newly hired employees. Failure to comply with the requirements of section 448.095, Florida Statutes, will result in the Contract being terminated.

Z. **USDA WIC Services:** Provider agrees to abide by the following requirements if the Contract is related to services or commodities being provided to WIC applicants or participants: Assurance of Civil Rights Compliance: Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records, and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other Contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees if it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

AA. **Replacement of Provider staff:** The Department may request the removal or replacement of Provider staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, from performing

services under this Contract. The Provider's offered replacement must have equal or superior skills and qualifications of the prior individual.

BB. Purchase of Motor Vehicles: Pursuant to section 287.14(3), Florida Statutes, funds received under this Contract cannot be used to purchase or allow for the continuous lease of any motor vehicle unless funds were appropriated by the Legislature. This requirement does not apply to motor vehicles needed to meet unforeseen or emergency situations if approved by the Executive Office of the Governor after consultation with the legislative appropriations committees.

CC. Pharmacy Benefit Manager Services: Pursuant to Fla. Exec. Order No. 22-164, if this Contract is for the provision of Pharmacy Benefit Manager Services (PBM), Provider's PBM is prohibited from the use of spread pricing and financial claw backs. Provider agrees to have data reporting measures, including, but not limited to, data regarding rebates and payments from drug manufacturers, insurers, and pharmacies, if applicable, available to the Department for review. Any information provided by the Provider may only be collected, shared, or disclosed in accordance with federal and state law, including any relevant privacy laws related to proprietary or confidential information.

DD. Notice Requirements: Any notices provided under this Contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section III.D., below.

II. METHOD OF PAYMENT

A. Contract Amount: The Department agrees to pay the Provider for the completion of the deliverables as specified in Attachment I, in an amount not to exceed _____, subject to the availability of funds. The state of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.

B. Contract Payment:

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where reimbursement of travel expenses is allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this Contract specifies otherwise. Except for payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or Contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to the Provider due to preparation errors will result in a payment delay. Interest penalties of less than one dollar will not be enforced unless the Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
4. **Bonuses:** Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution must be submitted to the Contract Manager for review prior to Contract funds being allocated for such payment. The Department reserves the right to refuse Provider's request to allocate any Contract funds for the payment of bonuses.
5. **Florida Substitute Form W-9:** Provider is required to submit a substitute W-9 form to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at https://flvendor.myfloridacfo.com. Any subsequent changes to Provider's W-9 must be made on this website; however, if the Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

C. Vendor Ombudsman: A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

D. Counterparts; Electronic Signatures: This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or another electronic medium shall have the same force and effect as an original signature.

III. PROVIDER CONTRACT TERM

A. Effective and Ending Dates: This Contract will begin on _____. It will end on _____.

B. Termination

1. **Termination at Will:** This Contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Provider will be compensated for any work completed prior to the effective date of the termination.
2. **Termination Because of Lack of Funds:** In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' written notice to Provider. The Department will be the final authority as to the availability and adequacy of funds. Provider will be compensated for any work completed prior to the effective date of the termination.
3. **Termination for Breach:** This Contract may be terminated for material breach upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the Department's right to terminate the Contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring, or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies shall include offsetting any sums due to Provider under the Contract, and any other remedies at law or in equity.

C. Modification: Any modifications to this Contract must be in writing and executed by the parties.

D. Contract Representatives Contact Information:

1. The name, mailing address, email address, and telephone number of Provider's official payee to whom the payment will be made is:

   _____
   _____
   _____
   _____

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

   _____
   _____
   _____
   _____

3. The name, mailing address, email address, and telephone number of the Department's Contract Manager is:

   _____
   _____
   _____
   _____

4. The name, mailing address, email address, and telephone number of Provider's representative responsible for administration of the program under this Contract is:

   _____
   _____
   _____
   _____

5. Provide written notice to the other party of any changes in the above Contract representative's contact information. Any such changes will not require a formal amendment to this Contract.

E. All Terms and Conditions Included: This Contract and its attachments and exhibits as referenced, _____ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is found to be illegal or unenforceable, the remainder of the Contract will remain in full force and effect and such term or provision will be stricken.

END OF TEXT

IN WITNESS THEREOF, the parties hereto have caused this _____ page Contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above Contract and agree to the terms contained within it.

PROVIDER:	**STATE OF FLORIDA, DEPARTMENT OF HEALTH**
SIGNATURE:	**SIGNATURE:**
PRINT/TYPE NAME:	**PRINT/TYPE NAME:**
TITLE:	**TITLE:**
DATE:	**DATE:**
STATE AGENCY 29-DIGIT FLAIR CODE:	**BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.**
FEID# (PLUS 3-DIGIT SEQ.) (OR SSN):	
PROVIDER FISCAL YEAR ENDING DATE:	