



Request for Proposal  
RFP #03-1415  
HIV/AIDS PATIENT CARE SERVICES  
Volusia & Flagler Counties

**Administrative Lead:**

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Daytona Beach, FL 32114

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**Time Line**

| <b>SCHEDULE</b>                        | <b>DUE DATE</b>                                 | <b>LOCATION</b>   |
|--|---|---|
| RFP Advertised                         | 12/9/2013                                       | <a href="http://www.hpcnef.org">www.hpcnef.org</a>  |
| Questions Submitted in Writing         | Must be received prior to 5:00 PM ET 12/16/2013 | Flora Davis, Program Director<br>Health Planning Council of Northeast Florida, Inc.<br>101 S Palmetto Ave Suite 5<br>Daytona Beach, FL 32114<br>E-mail: <a href="mailto:flora_darby@hpcnef.org">flora_darby@hpcnef.org</a>  |
| Answers to Questions                   | 12/20/2013                                      | Answers to Questions will be distributed by 12/20/2013 by 5:00 PM. In order to receive the answers to the questions via e-mail, please submit a request to <a href="mailto:flora_darby@hpcnef.org">flora_darby@hpcnef.org</a> . Answers will also be posted on <a href="http://www.hpcnef.org">www.hpcnef.org</a> |
| Sealed Proposals Due and Opened        | Must be received prior to 2:30 PM ET 1/10/2014  | Flora Davis, Program Director<br>Health Planning Council of Northeast Florida, Inc.<br>101 S Palmetto Ave Suite 5<br>Daytona Beach, FL 32114<br>E-mail: <a href="mailto:flora_darby@hpcnef.org">flora_darby@hpcnef.org</a>  |
| Anticipated Posting of Intent to Award | 1/31/2014                                       | Posted at <a href="http://www.hpcnef.org">www.hpcnef.org</a>  |

## SECTION 1 INTRODUCTORY MATERIALS

### 1.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to competitively procure HIV/AIDS Patient Care Services for Volusia and Flagler counties (Area 12) in the state of Florida. This RFP meets the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White) and the state of Florida General Revenue Patient Care Network (PCN) This RFP covers the provision of specified care services (see Section 2.1) throughout Area 12.

### 1.2 Term

It is anticipated that the contracts resulting from this RFP shall be for an estimated period of one (1) year with up to two (2) one (1) year renewals. Estimated funding of \$81,373.00 has been identified as potentially being available through March 31, 2015 for Early Intervention Services (EIS) via Peer Mentoring.

Grant awards will be determined by the lead agency at its sole discretion based on the availability of funds.

The lead agency reserves the right to offer multiple grant awards as it deems in the best interest of the State of Florida, Area 12 and the lead agency. Before grant awards are made, the lead agency may conduct pre-decisional site visits to further assess the applicant's infrastructure and organizational capacity. The lead agency may negotiate with respondents on the number of clients to be served in order to ensure adequate coverage throughout Area 12 and to ensure that services are available for all clients in Area 12. Additionally, the lead agency reserves the right to negotiate budgetary changes with applicants prior to the offer of a grant award or execution of the Contract.

Applicants may decline the modified grant award and may request a commensurate modification in the scope of the contract. If, during the grant funding period, the authorized funds are reduced or eliminated by the federal grantor agency or the Department, the lead agency may immediately reduce or terminate the grant award by written notice to the grantees. No such termination or reduction, however, shall apply to allowable costs already incurred by the grantees to the extent that funds are available for payment of such costs.

### 1.3 Definitions

- **“Administrative costs”** mean costs for general management, oversight, coordination, evaluation, and reporting on eligible activities as stated in Section 2.8, Task List. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities. Administrative costs are limited to no more than 10% of the portion of the grant amount they receive.
- **“Allowable Services”** mean the HIV/AIDS patient care services listed in the current federal Glossary of Services as referenced by the Health Resources and Services Administration in the Ryan White CARE Act Title II Manual (2002); the eligible activities as stated in Section 2.8, Task List as governed by the list of HIV/AIDS patient care services administered by the Department of Health, HIV/AIDS and Hepatitis Program, Bureau of Communicable Diseases under the Division of Disease Control and Health Protection, all of which are incorporated by reference and available upon request from the Department of Health, HIV/AIDS and Hepatitis Program, Bureau of Communicable Diseases under the Division of Disease Control and Health Protection at 4052 Bald Cypress Way, Bin A09, Tallahassee, FL 32399-1715. The allowable services actually delivered are based on availability, accessibility and funding of the service.

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- **“Beneficiary”** means any individual who received direct and/or supportive services during the operating year.
- **“Bureau”** means the Florida Department of Health, HIV/AIDS and Hepatitis Program, Bureau of Communicable Diseases under the Division of Disease Control and Health Protection
- **"Business hours"** means 8 A.M. to 5 P.M. Eastern Daylight Time Monday through Friday.
- **"Calendar days"** counts all days, including weekends and holidays.
- **“CAREWare”** means free software provided by the DOH for managing and monitoring HIV/AIDS patient care services.
- **“Consortia”** means an association of one or more public, and one or more nonprofit private, (or private for-profit providers or organizations if such entities are the only available providers of quality HIV care in the area) health care and support service providers and community-based organizations. Consortia act in an advisory capacity to the state for the purpose of planning and prioritizing the use of Part B (and other patient care) funds; provide a forum for the infected and affected communities, providers and others; and facilitate the provision of coordinated, comprehensive health and support services to people infected and affected by HIV/AIDS.
- **"Contract”** means the contract that will be awarded to the successful Respondent(s) under this RFP unless indicated otherwise.
- **"Contractor”** or **“Provider”** means the business entity to which a contract has been awarded by the Health Planning Council in accordance with a proposal submitted by that entity in response to this RFP.
- **“Department** or **“DOH”** means Department of Health and may be used interchangeably.
- **“Desirable Conditions”** means the use of the words "should" or "may" in this solicitation to indicate desirable attributes or conditions, but which are permissive in nature. Deviation from, or omission of, such a desirable feature or condition will not in itself cause rejection of a proposal.
- **“Services”** mean the Services as stated in Section 2.1, Scope of Service as defined by the Service Category Definitions as referenced by the Health Resources and Services Administration in the Ryan White CARE Act Title II Manual (2002)
- **“Eligible Person”** means an applicant who meets all of the criteria under Rule 64D-4, F.A.C.
- **“General Revenue Patient Care Network (PCN)”** means funding allocated by the state legislature and distributed through the HIV/AIDS and Hepatitis Program.
- **“Grantee”** means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.
- **“Health Planning Council,” “HPC”** or **“Buyer”** means the Health Planning Council of Northeast Florida, Inc. and may be used interchangeably
- **“HRSA”** means Health Resources and Services Administration which is the federal grantor for Ryan White funding.
- **“Lead Agency”** means the Health Planning Council of Northeast Florida, Inc. which receives funds under a contract with the Department of Health to carry out eligible activities under the Ryan White Treatment Modernization Act of 2009.
- **“Low Income”** means a person whose household income is at or below the maximum allowable amount as defined in Rule 64D-4, F.A.C.
- **“Mandatory Requirements”** or **“Minimum Requirements,”** means that the Health Planning Council has established certain requirements with respect to proposals to be submitted by Respondent(s). The use of “shall,” “must,” or “will” (except to indicate simple futurity) in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the bid or termination of the Contract.

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- **“Medicaid”** means a joint Federal and state program that helps with medical costs for some people with low incomes and limited resources.
- **“Minor Irregularity,”** used in the context of this solicitation and perspective Contract, indicates a variation from the proposal terms and conditions which does not affect the price of the response, or give the respondent(s) an advantage or benefit not enjoyed by other Respondent(s), or does not adversely impact the interests of the Health Planning Council.
- **“Part B Grantee”** means the Florida Department of Health.
- **“Proposal” and “Response”** mean the complete written response of the Proposer to the RFP, including properly completed forms, supporting documents, and attachments.
- **“Proposer” and “Respondent(s)”** mean the entity that submits materials to the Health Planning Council in accordance with these instructions, or other entity responding to this solicitation. The term Vendor may also be used.
- **“Ryan White HIV/AIDS Treatment Extension Act of 2009”** also known as “Ryan White”, means a federal program to provide HIV/AIDS care to people with HIV/AIDS who have no health insurance or who have insufficient health care coverage.

## SECTION 2 TECHNICAL SPECIFICATIONS

### 2.1 Scope of Service

Ryan White (federal) and Patient Care Network (PCN) programs provide patient care services to individuals with HIV/AIDS who have no or insufficient health insurance. The Health Planning Council, Area 12 Lead Agency, provides patient care services and support services for an estimated 750 HIV/AIDS individuals in Volusia and Flagler counties. Successful respondent(s) are tasked with working with the lead agency to help improve quality, availability, and facilitate collaboration of HIV/AIDS services within Area 12 to improve the overall health of individuals living with HIV/AIDS.

The following services are being sought in Volusia and Flagler counties (Area 12):

**NOTE:** Respondent(s) must provide a proposal for the service listed below, the Description and Approach to performing each service must be described in separately titled sections of the proposal. (See Section 3.1)

| Service  | Approximate number of clients served |
|--|--------------------------------------|
| Early Intervention Services (EIS) via Peer Mentoring | 80                                   |

### 2.2 Programmatic Authority

The successful respondent(s) must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

The HIV/AIDS and Hepatitis Program is governed by Chapter 381, Florida Statutes, entitled Public Health and more specifically Section 381.003, Florida Statutes, entitled Communicable Disease and AIDS Prevention and Control. Additionally, portions of this program are also governed by Florida Administrative Code 64D-4, entitled “Eligibility Requirements for HIV/AIDS Programs.”

### 2.3 Major Program Goals

The intent of the Patient Care Services is to provide allowable services to eligible persons through:

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

### 2.4 Client General Description

“Ryan White and PCN Client” is defined as any individual who identifies as positive with HIV/AIDS and meets the criteria in Rule 64D-4 and who is seeking patient care services.

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## 2.5 Client Eligibility

All clients requesting patient care services shall be determined eligible based on Chapter 64D-4, Florida Administrative Code. All successful respondent(s) providing eligibility determination services are required to enter eligibility information on every client into the eligibility module in the state of Florida, CAREWare database.

## 2.6 Client Determination

In the event of any disputes regarding the eligibility of clients, the determination made by the Florida Department of Health is final and binding on all parties.

## 2.7 Client Contract Limits

The numbers of clients to be served are planning estimates only and the Health Planning Council reserves the right to alter and/or adjust the area(s) and the numbers of affected clients by any amount.

## 2.8 Task List

The successful respondent(s) shall perform the tasks listed below:

Objectives: The successful respondent(s) shall provide direct patient care services to HIV/AIDS infected individuals to improve quality, availability, and facilitate collaboration of HIV/AIDS services within Area 12 to improve the overall health of individuals living with HIV/AIDS.

Activities - (The web addresses are attached for notice purposes only):

- 1 Adhere to the most current Florida Ryan White Part B/General Revenue Patient Care Network Administrative Guidelines. <http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/documents/Administrative-Guidelines-2013-14.pdf>
- 2 Adhere to the most current Florida HIV/AIDS Patient Care Eligibility Procedures Manual <http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/documents/eligibility-information/HIV-AIDS-Eligibility-Procedures-Manual-revised-Oct-12.pdf>
- 3 Adhere to the most current Florida HIV/AIDS Case Management Operating Guidelines [http://www.doh.state.fl.us/disease\\_ctrl/aids/care/Manual.pdf](http://www.doh.state.fl.us/disease_ctrl/aids/care/Manual.pdf)
- 4 Entering defined data variables in state CAREWare for each client as described in the Ryan White HIV/AIDS Program Services Report Instruction Manual (<http://hab.hrsa.gov/manageyourgrant/clientleveldata.html>), the Florida HIV/AIDS and Hepatitis Program Eligibility Procedures Manual and the HRSA monograph, using data to measure public health performance (<http://hab.hrsa.gov/manageyourgrant/files/datatomeasure2010.pdf>)
- 5 The most current Reporting Requirements for Programs Funded by the Ryan White HIV/AIDS Treatment Extension Act, Part B, [http://www.doh.state.fl.us/disease\\_ctrl/aids/care/Contract\\_info/Reporting\\_11\\_12.pdf](http://www.doh.state.fl.us/disease_ctrl/aids/care/Contract_info/Reporting_11_12.pdf)
- 6 Ryan White HIV/AIDS Treatment Extension Act of 2009, hereinafter known as the "Ryan White Program". <http://www.gpo.gov/fdsys/pkg/PLAW-111publ87/pdf/PLAW-111publ87.pdf>
- 7 The most current local Ryan White Part B comprehensive plan (hereinafter "Local Comprehensive Plan"). In the event of a conflict between the Contract and the Local Comprehensive Plan, the terms of the Contract will prevail. [http://www.doh.state.fl.us/disease\\_ctrl/aids/PCCP\\_final.pdf](http://www.doh.state.fl.us/disease_ctrl/aids/PCCP_final.pdf)
- 8 HRSA Program Policy Notices. <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>
- 9 HIV/AIDS and Hepatitis Program, Program Policy Notices. [http://www.doh.state.fl.us/Disease\\_ctrl/aids/care/Program\\_notices.html](http://www.doh.state.fl.us/Disease_ctrl/aids/care/Program_notices.html)

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- 10 For terms not otherwise defined herein or in other documents, as context permits, the HRSA Care Act Title II Manual - 2003. <http://hab.hrsa.gov/Resources/partbmanual/>
- 11 Area 12 Approved Ryan White Direct Care Services Guidelines [http://pchap.net/downloads/RW\\_Service\\_Guidelines.pdf](http://pchap.net/downloads/RW_Service_Guidelines.pdf)
- 12 Utilize the state CAREWare database for all clients accessing services.
- 13 The provider shall provide any documents, containing confidential information, requested by the Health Planning Council via its standard method of secure communication (currently Direct Secure Messaging). If this standard should change, the provider shall adopt the new standard at no cost to the Health Planning Council. This method of communication will be operational within 60 days of being notified of the requirement.

Service Specific Standards:

The successful respondent(s) shall also provide services for Ryan White and PCN in accordance with the Service Specific Standards listed in **Attachment VII**, which are applicable to the services designated in their proposal.

**2.9 Additional Tasks**

Any activities, tasks, products or materials that would be reasonably necessary in order for the selected respondent(s) to perform in accordance with the Scope of Services (2.1) and Major Program Goals (2.3) and Tasks (2.8) sections of this RFP are not considered Additional Services. However, if the Health Planning Council requests the selected respondent(s) to perform Additional Services (“Additional Task”), the Health Planning Council shall submit a written request to the selected respondent(s) for implementing the Additional Services (“Task Request”).

Additional Services include only services that are outside the Scope of Services and the System Specifications and Tasks sections of this RFP. An Additional Task must be based on (1) changes in the Assumptions pre-determined by the parties or (2) changes in law; and (3) for which the selected respondent(s) can demonstrate the costs were actually incurred, or reasonably anticipate incurring related to the Additional Task.

**2.10 Task Limits**

The successful respondent(s) shall not perform any tasks related to these services outlined in the RFP other than those described in Section 2.8 Task List without the express written consent of the Health Planning Council.

**2.11 HIPAA Business Associates Agreement**

The successful respondent(s) will be required to execute a HIPAA Business Associate Agreement and comply with all provisions of state and federal law regarding confidentiality of patient information, see **Attachment V**.

**2.12 Staffing Levels**

Each respondent(s) shall include their proposed staffing for supervision and early intervention peers as well as the organization’s leadership and financial staff.

The successful respondent(s) shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Health Planning Council determines that the successful respondents’ staffing levels do not conform to those promised in the

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proposal, it shall advise the successful respondent(s) in writing who shall have thirty (30) days to remedy the identified staffing deficiencies.

**2.13 Professional Qualifications**

The successful respondent(s) providing medical case management services, non-medical case management services and eligibility services will ensure case managers possess sufficient education, knowledge, and skills to provide effective services to clients. Supervisors of case managers must have related experience in providing case management services; provide routine reviews of case management records to facilitate case management duties; provide routine support and supervision; provide interim staff for vacancies and staff on leave. Supervisory experience is preferred but not required.

**2.14 Staff Changes**

The successful respondent(s) shall staff the project with key personnel identified in its proposal. Each member of the personnel is considered by the Health Planning Council to be essential to this project. Prior to substituting any of the proposed individuals the successful respondent(s) shall notify and obtain written approval from the Health Planning Council. This written justification should include a description of the circumstances requiring the changes and a list of the proposed substitutions individuals. The description must be detailed enough to permit the Health Planning Council to evaluate how substituting the respondent(s) personnel will impact the project. The Health Planning Council, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

**2.15 Experience**

The response shall include contact information Respondent(s) are required to submit with the proposal, contact information for three (3) entities the respondent has provided with services similar to those requested in this solicitation. Vendors shall use **Attachment III**, Respondent Experience Form of this RFP to provide the required information. (No letters of Support should be submitted.) The Health Planning Council reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Health Planning Council's determination is not subject to review or challenge.

The successful respondent(s) will also include experience as part of the narrative in Section 3.3, Description and Approach to Performing Task

**2.16 Service Delivery Location**

Successful respondent(s) must offer services to clients in Area 12 at a minimum of Monday-Friday, excluding state holidays, from one or more service delivery locations. All service delivery locations shall be accessible through public transportation or successful respondent(s) supplied transportation.

**2.17 Service Times**

Successful respondent(s) must offer services to clients in the area(s), at a minimum, 8 a.m. to 5 p.m., excluding state holidays, from one or more service delivery locations.

**2.18 Changes in Location**

The successful respondent(s) shall notify the Health Planning Council in writing a minimum of one (1) week prior to making changes in location that will affect the Health Planning Council's ability to contact the successful respondent(s) by telephone or facsimile.

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**2.19 Equipment**

The successful respondent(s) will be responsible for supplying, at their own expense, all equipment necessary to perform under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies.

**2.20 Reports**

Where the resulting contract requires the delivery of reports to the Health Planning Council, mere receipt by the Health Planning Council 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 Health Planning Council reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Health Planning Council, at its option, may allow additional time where the successful respondent(s) may remedy the objections noted by the Health Planning Council. The Health Planning Council may, after having given the successful respondent(s) a reasonable opportunity to complete, make adequate or acceptable its response, and declare this agreement to be in default.

**2.21 Records and Documentation**

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Art. I, Sec. 24, Fla. Constitution and Chapter 119, F.S. It is expressly understood that any contractor’s refusal to comply with these provisions of law shall constitute an immediate breach of the contract resulting from this RFP entitling the Health Planning Council to unilaterally terminate the contract. The successful respondent(s) will be required to notify the Health Planning Council of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the successful respondent(s) for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful respondent(s) shall provide any documents requested by the Health Planning Council in its standard word processing format. If this standard should change, the successful vendor shall adopt the new standard at no cost to the Health Planning Council. Data files will be provided in a format directed by the Health Planning Council.

The successful respondent(s) agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful respondent(s) further agrees to hold the Health Planning Council harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Health Planning Council against the same at its expense. (Note: this provision is not applicable to state agencies or subdivisions, as defined in §768.28, FS)

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**2.22 Outcomes and Outputs (Performance Measures)**

Consistent assessment of HIV/AIDS patient care services and measuring desired outcomes is essential to the Health Planning Council and measuring desired outcomes is essential for quality measurement and improvement.

The HIV/AIDS and Hepatitis Program and Health Planning Council will monitor the use of CAREWare for accuracy and completeness of data collection as described in the Ryan White HIV/AIDS Program Services Report Instruction Manual (<http://hab.hrsa.gov/manageyourgrant/clientleveldata.html>), the Florida HIV/AIDS and Hepatitis Program Eligibility Procedures Manual, the HRSA monograph, using data to measure public health performance (<http://hab.hrsa.gov/manageyourgrant/files/datatomeasure2010.pdf>).

All successful respondent(s) will be required to use state CAREWare to capture clinical information. The HIV/AIDS and Hepatitis Program and the Health Planning Council will develop and make available reports from the CAREWare database that will assist respondent(s) to remain in compliance with federal and state requirements.

Over the course of the resulting contract(s), the successful respondent(s) will be required to complete and provide at a minimum, an acceptable performance and compliance for the following performance measures:

- Performance Measure: Respondents providing Ambulatory/Outpatient Medical Care and/or Case Management must capture the clinical information necessary to monitor HRSA's Group One Clinical measures, either through CAREWare or manually.
- Performance Measure: Respondents must maintain documentation that clients are eligible, as defined by the State, at the time services are rendered
- Performance Measure: Maintain a quality management plan and procedure consistent with the local comprehensive plan.
- Performance Measure: Complete monthly Client Complaint, Grievance, and Appeal Log.
- Performance Measure: Submit the most current Agency disaster response plan to the contract manager within the first 60 days of the contract.

Acceptable performance and completion of additional performance measures may be required by the Health Planning Council.

**2.23 Provider Unique Activities**

The successful respondent(s) are solely and uniquely responsible for the satisfactory performance of the tasks described in Section 2.8, Task List. By execution of the resulting contract the successful respondent(s) recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

**2.24 Coordination with Other Entities**

The successful respondent(s) will be required to coordinate all patient care services with the local county health departments, community based organizations, AIDS services organizations, other Ryan White grantees, other HOPWA grantees, the local HIV/AIDS consortia (PCHAP), the local Medicaid office and any other local agency providing similar services. Specific failure of other entities does not alleviate the successful respondent(s) from any accountability for tasks or services the successful respondent(s) are obligated to perform pursuant to the contract.

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**2.25 Lead Agency Obligations**

The Health Planning Council may provide technical support and assistance to the successful respondent(s) within the resources of the Health Planning Council to assist the successful respondent(s) in meeting the required tasks in Section 2.8, Task List. The support and assistance, or lack thereof shall not relieve the successful respondent(s) from full performance of contract requirements.

**2.26 Lead Agency Determinations**

The Health Planning Council reserves the exclusive right to make certain determinations in these specifications. The absence of the Health Planning Council setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

**2.27 Financial Specifications**

This project is funded through the Health Resources and Services Administration (HRSA) and the state Legislative General Revenue Patient Care Network (PCN). It is anticipated that the contracts resulting from this RFP shall be for an estimated period of one (1) year with up to two (2) one (1) year renewals. Estimated funding of \$81,373.00 has been identified as potentially being available through March 31, 2014 for Early Intervention Services (EIS) via Peer Mentoring.

**Allowable Costs**

1. The Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations, is used as a guideline to determine allowable costs.
2. HRSA's HIV-Related Service Categories. The Ryan White HIV/AIDS Treatment Extension Act of 2009 Definitions for Eligible Services prepared by HRSA describes allowable Part B services and PCN. HRSA program policy notices are available online at <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>.

**Unallowable costs**

The following are unallowable costs under the terms of this RFP:

1. Funds cannot be used to purchase or improve land, or to purchase, construct or permanently improve any building or other facility. A successful respondent cannot pay a mortgage or pay itself rent for the use of a building that it owns.
2. No cash payments to service clients.
3. Funds cannot be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.
4. Funds cannot be used for the purchase of vehicles without written Grants Management Officer approval through HRSA.
5. Funds cannot be used for:
  - Non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.).
  - Broad-scope awareness activities about HIV services that target the general public.
6. Funds cannot be used for outreach activities that have HIV prevention education as their exclusive purpose.
7. Funds cannot be used for influencing or attempting to influence members of Congress and other federal personnel.
8. Funds cannot be used for foreign travel.

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9. Funds cannot be used to pay any costs associated with the creation, capitalization or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium contributions to existing liability risk pools), or to pay any amount expended by a state under Title XIX of the Social Security Act
10. Funds cannot be used to support employment, vocational or employment-readiness services.
11. Funds cannot be used for direct maintenance expenses (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance or license and registration fees.
12. Funds cannot be used for the following activities or to purchase these items:
  - Clothing
  - Funeral, burial, cremation or related expenses
  - Household appliances
  - Pet foods or other non-essential products
  - Off-premise social/recreational activities or payments for a client's gym membership
  - Purchase or improve land or to purchase, construct or permanently improve (other than minor remodeling) any building or other facility
  - Pre-exposure prophylaxis
13. Funds cannot be used for No-Show fees - Fees charged by a respondent for any service when a RW or PCN client did not give prior notice for appointment cancelation. RW and PCN funds are for payments for services rendered.

**Invoicing and Payment of Invoice**

1. Pursuant to Section 287.058, Florida Statutes, all invoices must be submitted in detail sufficient for a proper pre-audit thereof.
2. Contract(s) resulting from this RFP will be a combination of fixed price and cost-reimbursement. The fixed price portion of the contract will apply to all administrative tasks in Section 2.8; the remainder of the contract will be cost-reimbursement.
3. One (1) original invoice should be submitted for payment on resulting contract. All submissions not in compliance with these guidelines will be returned to the respondent(s) for re-submission.
4. The review time for determining the acceptance of deliverables will be in accordance with Health Planning Council standards. Invoices will be processed only after the Health Planning Council determines acceptance of the deliverable. Disputed invoices will be returned to the successful respondent(s) for correction.
5. The Provider shall submit a monthly reimbursement form within fifteen (15) days following the end of the month for which payment is being requested.
6. All invoices will be in accordance with DOH payment procedures and schedules.

**SECTION 3 PROPOSAL CONTENT**

Proposals for funding must address all sections of the RFP in the order presented in this section and in as much detail as required. The provision of extraneous information should be avoided. Respondents should aim to adhere to the page limits as identified below. If proposals are submitted with page limits exceeding the page limit requirements, only the pages within the limit will be reviewed.

**3.1 Cover Page**

Each copy of the proposal must include the Cover Page, which contains the following:

1. RFP Name
2. Legal name of the organization (applicant's legal name)

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3. Organization's mailing address, including City, State and Zip Code
4. Telephone number, fax number and e-mail address of the person who can respond to inquiries regarding the proposal
5. Federal Employer Identification Number (FEIN) of the organization
6. Signature of the person authorized to submit the proposal on behalf of the organization along with this statement: "By signing this document, I do hereby attest that the information within is true, accurate and complete to the best of my knowledge and I understand that any falsification, omission, or concealment of material fact may subject me to administrative, civil, or criminal liability."

***One (1) Page Limit***

**3.2 Table of Contents**

Each copy of the proposal shall contain a table of contents identifying major sections of the proposal with page numbers. ***Two (2) Page Limit***

**3.3 Description and Approach to Performing Task**

The proposal shall include a narrative section to provide details of the services as specified in this solicitation. The respondent(s) technical approach will demonstrate a thorough understanding and insight into this project. At a minimum, this section should address:

- A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project;
- Description of similar projects to the one proposed in the RFP that the respondent(s) has previously performed
- Documented evidence of successful experience and knowledge of providing similar related services and tasks.
- The respondent(s) demonstrated technical knowledge, expertise and ability to meet the specifications stated in the Scope of Service, Section 2.1 and Major Program Goals, Section 2.3.
- The respondent's understanding of all areas of work within the Task List, Section 2.8
- The respondent's approach to meeting areas of work within the Task List, Section 2.8 and the applicable Service Specific Standards in **Attachment VII**, including staffing levels.
- Care coordination, Section 0. If the proposal is for multiple services the provider's internal coordination approach should also be described.
- The respondent's quality management procedures.
- Knowledge of and experience using the state CAREWare database
- A guarantee that the respondent(s) understands the Health Planning Council's standards is able to perform in a manner consistent with Health Planning Council standards, and that system operation will not be interrupted if these standards change.

***Fifteen (15) Page Limit - including all services proposed***

**3.4 Budget Summary**

Cost Proposals and Budget Narratives with a detailed justification and breakdown of costs to include the initial year and the (2) two renewal years for each service(s). All costs contained in the Budget Summary must be directly related to the services and activities proposed to be provided and identified in the proposal.

The cost proposal must comply with the requirements presented in this RFP (Respond on **Attachment II**).

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The budget narrative must provide detailed justification for each direct care service. The applicant should also describe the administrative and fiscal infrastructure that will enable them to track and expend funds in accordance with generally accepted accounting practices.

***Three (3) Page Limit; per service proposed– excluding Cost Proposals***

### **3.5 Description of Staffing and Organizational Capacity**

The respondent(s) proposal must include:

1. A table of organization or organizational chart presented on one page
2. A current roster of the board of directors including name, address and telephone numbers
3. A description of the staff who will provide the service, their qualifications, resumes and their number
4. Proof of the respondent(s) financial stability (Audit management letter only)
5. Respondent Experience form **Attachment III** -(No letters of Support should be submitted)
6. Proof of non-profit and/or governmental entity vendor designation status
7. Proof of Liability Insurance covering the professional activities of the organization
8. Copy of Business/Occupational Licenses
9. Proof of Federal, State or City Certification as a Certified Minority Business Enterprise (CMBE) (if applicable)
10. **Attachment IV**, Required Certifications

***Page Limits do not apply to this section***

### **3.6 Results of Monitorings**

Please include copies of results of all monitorings of HIV/AIDS-related programs from the last twelve months (not including monitorings compiled by Health Planning Council). Does not count toward page limits.

## **SECTION 4 SPECIAL INSTRUCTIONS TO RESPONDENTS**

### **4.1 Instructions for Submitting Proposals**

- Proposals may be sent by U.S. Mail, Courier, or Hand-Delivered to the location as identified in the Timeline. Faxed or emailed proposals will not be accepted.
- Proposals must be submitted in a sealed envelope/package with the solicitation number and the date and time of the bid opening clearly marked on the outside.
- The Health Planning Council is not responsible for any envelope which is not properly marked.
- It is the responsibility of the respondent(s) to assure their proposal is submitted at the proper place and time indicated in the Timeline. The Health Planning Council's clocks will provide the official time for bid receipt and opening.
- **Late proposals/offers will not be accepted.**

### **4.2 Instructions for Formatting Proposals**

- Respondents are required to complete, sign, and return the "Cover Page" with their proposals.
- Each Section shall not exceed the page limits as identified in SECTION 3, Grant Proposal Instructions. The proposal shall not exceed 50 pages. For proposals that exceed the page limit, only the first 50 pages will be reviewed and scored.
- The Description and Approach to Performing Task should be no longer than 15 pages.
- The proposal should be single-spaced.
- The pages should be numbered and one-inch margins should be used.
- The font size and type is at the discretion of the respondent(s) but must be at least as large as the font type you are currently reading (Franklin Gothic Book 11).

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- One (1) original proposal, five (5) copies of the proposal, and one electronic copy of the proposal on a CD. The electronic copy should contain the entire proposal/offer as submitted, including all supporting and signed documents.
- All copies of the proposal are to be stapled or binder clipped in the upper left hand corner. No notebooks, spiral binding or other form of binding is to be used.

Materials submitted will become the property of the Health Planning Council. The Health Planning Council reserves the right to use any concepts or ideas contained in the response

#### **4.3 Public Records and Trade Secrets**

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

Simultaneously, the Respondent(s) will provide the Health Planning Council with a **separate redacted paper and electronic copy** of its response with the claimed protected information redacted and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the respondent(s) on the cover, and shall be clearly titled “**REDACTED COPY.**”

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

## **SECTION 5 EVALUATION & INQUIRIES**

### **5.1 Evaluation of Proposal**

Each response will be evaluated and scored based on the criteria defined in **Attachment I**. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring.

### **5.2 Respondent Inquiries**

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed. Answers to questions submitted in accordance with the RFP Timeline will be posted at [www.hpcnef.org](http://www.hpcnef.org).

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Respondent(s) to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, Board Member or representative of the lead agency concerning any aspect of this solicitation, except in writing to the as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

All inquiries must be submitted to:

Health Planning Council of Northeast Florida: Flora Davis 101 S Palmetto Ave, Suite 5, Daytona Beach, FL 32114 Email: [flora\\_darby@hpcnef.org](mailto:flora_darby@hpcnef.org)

### **5.3 Minority and Service-Disabled Veteran Business – Participation**

The Health Planning Council encourages minority and Women-Owned Business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Respondents are encouraged to contact the Office of Supplier Diversity at 850-487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

## **SECTION 6 ADDITIONAL INFORMATION AND REGULATIONS**

### **6.1 Subcontractors**

The successful respondent(s) may NOT enter into written subcontracts for performance of specific services under the contract resulting from this solicitation.

### **6.2 Cost Preparation**

Neither the Health Planning Council, nor the Department nor the state of Florida is liable for any costs incurred by a respondent(s) in responding to this solicitation.

### **6.3 Renewal**

The contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed 2 years or the term of the original contract, whichever is longer. The price for each potential renewal shall be submitted with the proposal for evaluation by the Health Planning Council and shall be based on the available funding and area needs. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. Any renewal shall be contingent upon satisfactory performance evaluations by the Health Planning Council and subject to the availability of funds.

### **6.4 Addenda**

If the Health Planning Council finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on [www.hpcnef.org](http://www.hpcnef.org). It is the responsibility of the respondent(s) to be aware of any addenda that might affect the submitted proposal.

### **6.5 Unauthorized Aliens**

The employment of unauthorized aliens by any vendor is considered a violation of section 274A (a) of the Immigration and Nationality Act, 8 U.S.C. § 1324a (2006). A vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting contract.

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**6.6 E-Verify**

In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

**6.7 Licenses, Permits and Taxes**

Respondent(s) shall pay for all licenses, permits and taxes required to operate in the state of Florida. Also, the respondent(s) shall comply with all Federal, state & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health or the Health Planning Council.

**6.8 Conflict of Law and Controlling Provisions**

Any contract resulting from this RFP, plus any conflict of law issue, shall be governed by the laws of the state of Florida.

**6.9 Termination**

Termination shall be in accordance with Department of Health Standard contract, Attachment VII, Section III B or Department of Health Direct Order Terms and Conditions, Attachment VII.

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**Attachment I - Evaluation Criteria**

This evaluation sheet will be used by the Evaluation Team to assign scores to all proposals that were evaluated and designated as qualified. Scores will be averaged for all Evaluation Team members and ranked, highest to lowest averaged score. Both the presence and quality of the response will be evaluated when determining point value.

Point Value - Unless otherwise indicated, zero is the lowest possible score and the maximum number of points available for each evaluation question is the highest possible score.

Points Awarded (Total number of points given by the evaluator)

**Note:** If a respondent did not provide a proposal for the services and the area(s) listed below, the evaluator must put "N/A" in the "maximum # of points awarded" and in the "subtotal of points awarded" for each section

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| SECTION 1: GENERAL INFORMATION  | POINT VALUE |
|---|-------------|
| 1. How well does the proposal demonstrate information about their company's experience, administrative structure and professional qualifications? <b>Maximum number of points available: 15</b>   |             |
| 2. How well did the respondent document evidence and knowledge of providing similar related services and tasks (2.15, <b>Attachment III</b> )? <b>Maximum number of points available: 5</b>   |             |
| 3. How well does the proposal provide clear insight into how the respondent will meet the overall requirements as described in the scope of service and major program goals including meeting the needs of the clients (2.1,2.3)? <b>Maximum number of points available: 10</b> |             |
| 4. How well does the proposal describe an understanding of proper eligibility determination? (including <b>Attachment IIV</b> ) <b>Maximum number of points available: 10</b>   |             |
| 6. How well does the proposal describe an understanding of Early Intervention Services (EIS) via Peer Mentoring? (including <b>Attachment IIV</b> ) <b>Maximum number of points available: 10</b>   |             |
| 7. How well does the proposal describe how the respondent will ensure care coordination? (3.3, 2.1)? <b>Maximum number of points available: 10</b>  |             |
| 8. How well does the proposal describe how the respondent will ensure quality management procedures are in place? <b>Maximum number of points available: 5</b>  |             |
| 9. How well does the proposal describe knowledge of and experience using the state CAREWare database? <b>Maximum number of points available: 5</b>  |             |
| <b>SUBTOTAL OF POINTS AWARDED FOR SECTION 1: <i>Section maximum 70</i></b>  |             |
| SECTION 2: COST PROPOSAL AND BUDGET NARRATIVE   |             |
| 1. How well does the respondent provide a cost proposal that accomplishes the activities identified in the task list? ( <b>Attachment II</b> )? <b>Maximum number of points available: 10</b>   |             |
| 2. How well does the respondent's narrative provide a detailed justification and of all costs associated with fulfilling Ryan White services? <b>Maximum number of points available:10</b>  |             |
| <b>SUBTOTAL OF POINTS AWARDED FOR SECTION 2: <i>Section maximum 20</i></b>  |             |

Proposal Section 1: Points awarded out of a maximum of 70: \_\_\_\_\_

Proposal Section 2: Points awarded out of a maximum of 20: \_\_\_\_\_

TOTAL POINTS AWARDED (out of a maximum of 90): \_\_\_\_\_

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

Vendor proposal: \_\_\_\_\_

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

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**Attachment II - Cost Proposal**

Note: Respondents shall submit a cost proposal (below) and separate budget narrative for each direct care service category.

The budget narratives should be a separate document that includes a detailed justification and breakdown of costs (including, staff responsibilities and administrative costs). Each narrative should not exceed 1 page.

Estimated funding of up to \$81,373.00 has been identified as potentially being available for Ryan White and PCN services annually. (Section1.2)

Successful respondent(s) shall not use more than ten (10) percent of the amounts received for administrative costs.

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| Cost Proposal                                    |  |                  |   |    |                         |                            |  |
|--|--|------------------|---|----|-------------------------|----------------------------|--|
| <i>Contract Period:</i>                          |  |                  |   |    |                         |                            |  |
| <b>Service Category:</b>                         |  |                  |   |    |                         |                            |  |
| <u>Salaries:</u>                                 |  |                  |   |    | Total Salary            | Amount charged to contract |  |
| (1-1)  | <b>Position Title:</b>                       |                  |   |    |                         |                            |  |
|  | Total annual salary:                         |                  |   |    |                         |                            |  |
|  |  | Contract Funding | % | \$ |                         |                            |  |
|  |  | Other:           |   |    |                         |                            |  |
|  |  | Total            |   |    |                         |                            |  |
| (2-1)  | <b>Position Title:</b>                       |                  |   |    |                         |                            |  |
|  | Total annual salary:                         |                  |   |    |                         |                            |  |
|  |  | Contract Funding | % | \$ |                         |                            |  |
|  |  | Other:           |   |    |                         |                            |  |
|  |  | Total            |   |    |                         |                            |  |
| (3-1)  | <b>Position Title:</b>                       |                  |   |    |                         |                            |  |
|  | Total annual salary:                         |                  |   |    |                         |                            |  |
|  |  | Contract Funding | % | \$ |                         |                            |  |
|  |  | Other:           |   |    |                         |                            |  |
|  |  | Total            |   |    |                         |                            |  |
| (4-1)  | <b>Position Title:</b>                       |                  |   |    |                         |                            |  |
|  | Total annual salary:                         |                  |   |    |                         |                            |  |
|  |  | Contract Funding | % | \$ |                         |                            |  |
|  |  | Other:           |   |    |                         |                            |  |
|  |  | Total            |   |    |                         |                            |  |
| <b>***USE A SECOND SHEET FOR ADD'L POSITIONS</b> |  |                  |   |    |                         |                            |  |
|  |  |                  |   |    | <b>TOTAL SALARY</b>     |                            |  |
| -  | <b>Fringe Benefits</b>                       |                  |   |    |                         |                            |  |
|  | FICA:  |                  |   |    |                         |                            |  |
|  | Life/Disability:                             |                  |   |    |                         |                            |  |
|  | Retirement:                                  |                  |   |    |                         |                            |  |
|  | Other:                                       |                  |   |    |                         |                            |  |
|  | <b>TOTAL FRINGE</b>                          |                  |   |    |                         |                            |  |
|  | <b>Administrative Overhead (maximum 10%)</b> |                  |   |    |                         |                            |  |
|  |  |                  |   |    |                         |                            |  |
|  |  |                  |   |    | <b>TOTAL CONTRACTED</b> |                            |  |

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**Attachment III - RESPONDENT EXPERIENCE**

Vendor's/Respondent's Name: \_\_\_\_\_

Vendors/Respondents are required to submit with the proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Health Planning Council reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Health Planning Council will make only two attempts to contact each entity. The Health Planning Council's determination is not subject to review or challenge.

1.) Name of Company/Agency: \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

2.) Name of Company/Agency: \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

3.) Name of Company/Agency: \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Printed Name of Authorized Representative \_\_\_\_\_

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**Attachment IV - REQUIRED CERTIFICATIONS**

**ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS**

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process (if applicable) including those contained in the attached Standard Contract/Direct order. **(Attachment VI).** \*\*

Signature of Authorized Official\*/Date \_\_\_\_\_

**STATEMENT OF NO INVOLVEMENT CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)**

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

Signature of Authorized Official\*/ Date \_\_\_\_\_

**SCRUTINIZED COMPANIES LISTS**

I hereby certify that the my company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one PFIA List of Prohibited Companies which is updated quarterly. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Signature of Authorized Official\*/ Date \_\_\_\_\_

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

*\*\* The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. If a vendor fails to certify their agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive.*

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**Attachment V - HIPAA Business Associate Agreement**

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement

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

**1.0 Definitions**

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

**Part I: Privacy Provisions**

**2.0 Obligations and Activities of Business Associate**

- (a) Business Associate agrees to not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.

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- (g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (k) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.
- (l) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

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

- (a) Except as expressly permitted in writing by the Health Planning Council, Business Associate may use Protected Health Information only to carry out the legal responsibilities of the Business Associate, but shall not disclose information to any third party without the expressed written consent of the Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

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

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

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**5.0 Confidentiality under State Law.**

(a) In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of \_\_\_\_\_, Florida Statutes. (Program to supply applicable laws related to confidentiality)

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

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

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

**6.0 Permissible Requests by Covered Entity.**

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

**7.0 Term and Termination.**

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

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

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(c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information, or otherwise as set forth in this Section 4.4. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination.  
Business
3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.
4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

**Part II: Security Addendum**

**8.0 Security**

WHEREAS, Business Associate and Health Planning Council agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164,

Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), so that the Covered Entity may meet compliance obligations under HIPAA-AS, the parties agree:

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

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(b) Reporting Security Incidents.

1. Business Associate will report to Covered Entity within 24 hours of the discovery of any incident of which Business Associate becomes aware that is:
  - a. a successful unauthorized access, use or disclosure of the Electronic Protected Health Information; or
  - b. a successful major
    - (1) modification or destruction of the Electronic Protected Health Information or
    - (2) interference with system operations in an information system containing the Electronic Protected Health Information.
  
2. Upon the Health Planning Council's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor
  - a. modification or destruction of the Electronic Protected Health Information or
  - b. Interference with system operations in an information system containing the Electronic Protected Health Information.

(c) Compliance Date.

The parties to this Amendment will comply with Sections (a) through (c) of this Section 9 by the later of the (1) the last date set forth in the signature blocks below.

(d) Conflicts.

The provisions of this Section 9 will override and control any conflicting provision of this agreement.

(e) Corrective Action:

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

(f) Cure:

Business Associate agrees to take prompt corrective action to cure any security deficiencies.

**Part III**

9.0 Miscellaneous

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

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

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

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

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

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

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

(h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.

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

For: Health Planning Council of Northeast Florida, Inc.

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

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

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

For: *(Name of Business Associate)*

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

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

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

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**Attachment VI - Standard Contract**

CFDA No. \_\_\_\_\_  
CSFA No. \_\_\_\_\_

Client  Non-Client  
 Multi-County

**THIS CONTRACT** is entered into between the Health Planning Council of Northeast Florida, Inc., hereinafter referred to as the *Health Planning Council*, and \_\_\_\_\_ hereinafter referred to as the *provider*.

**THE PARTIES AGREE:**

**I. THE PROVIDER AGREES:**

**A. To provide services in accordance with the conditions specified in Attachment I.**

**B. Requirements of §287.058, Florida Statutes (FS)**

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The Health Planning Council may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

**C. To the Following Governing Law**

1. State of Florida Law

- a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
- b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135(5), F.S., the Health Planning Council shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the Health Planning Council shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR 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/she is otherwise entitled. All suspected violations must be reported to the Health Planning Council.
- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, 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, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the Health Planning Council.
- e. If this contract contains federal funding in excess of \$100,000, the 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. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- f. Not to employ unauthorized aliens. The Health Planning Council shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Health Planning Council. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

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- g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Health Planning Council
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

**D. Audits, Records, and Records Retention**

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Health Planning Council under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) 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 (6) years, the records shall 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 the contract and at the request of the Health Planning Council, the provider will cooperate with the Health Planning Council to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2., above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Health Planning Council.
- 5. Persons duly authorized by the Health Planning Council, State and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the Health Planning Council as specified in Attachment \_\_\_\_\_ and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider 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.

Provider must 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 in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Health Planning Council, the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

- b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Health Planning Council within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.  
To ensure that funding received under this contract in excess of expenditures is remitted to the Health Planning Council within 45 days of the earlier of the expiration of, or termination of, this contract.

**E. Monitoring by the Health Planning Council**

To permit persons duly authorized by the Health Planning Council to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Health Planning Council of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Health

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Planning Council will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the Health Planning Council within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Health Planning Council, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Health Planning Council; and (3) the termination of this contract for cause.

**F. Indemnification**

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed with state agencies or subdivisions, as defined in §768.28,FS. The provider shall be liable for and shall indemnify, defend, and hold harmless the Health Planning Council 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 the 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.

1. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Health Planning Council is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Health Planning Council. The Health Planning Council's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

**G. Insurance**

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times 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 by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the Health Planning Council 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 of Florida. The Health Planning Council reserves the right to require additional insurance as specified in Attachment I where appropriate.

**H. Safeguarding Information**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state & federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

**I. Assignments and Subcontracts**

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Health Planning Council, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Health Planning Council permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Health Planning Council shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Health Planning Council against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Health Planning Council in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed & shall not exceed fifteen (15) percent of the outstanding balance due.

**J. Return of Funds**

To return to the Health Planning Council 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 disbursed to the provider by the Health Planning Council. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Health Planning Council. In the event that the Health Planning Council first discovers an overpayment has been made, the Health Planning Council will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Health Planning Council will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

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**K. Incident Reporting**

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

**L. Transportation Disadvantaged**

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the Health Planning Council the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

**M. Purchasing**

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the Health Planning Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content  
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration  
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee  
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.  
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.  
The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

**N. Civil Rights Requirements**

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

**O. Independent Capacity of the Contractor**

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Health Planning Council.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the Health Planning Council unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are 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. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an 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 the provider and agreed to by the Health Planning Council in Attachment I, the Health Planning Council will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the 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 the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

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**P. Sponsorship**

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, 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* shall appear in at least the same size letters or type as the name of the organization.

**Q. Final Invoice**

To submit the final invoice for payment to the Health Planning Council no more than 30 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the Health Planning Council 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 reports due from the provider and necessary adjustments thereto have been approved by the Health Planning Council.

**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime and Discriminatory Vendor**

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Health Planning Council: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/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 contractor, 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Health Planning Council: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/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 contractor, 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

**T. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the Health Planning Council to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. To the extent authorized by law, the provider, without exception, shall 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 the provider. The 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, the 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 the 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 shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**U. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) 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, the provider agrees that, if it disposes of the property before the state's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**V. Electronic Fund Transfer**

This section intentionally left blank.

**W. Information Security**

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of

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this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

**II. THE HEALTH PLANNING COUNCIL AGREES:**

**A. Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$\_\_\_\_\_ subject to the availability of funds. The Health Planning Council and 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**

Pursuant to §215.422, FS, the Health Planning Council has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of 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 Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Health Planning Council.

**C. Vendor Ombudsman**

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

**III. THE PROVIDER AND THE HEALTH PLANNING COUNCIL MUTUALLY AGREE**

**A. Effective and Ending Dates**

This contract shall begin on \_\_\_\_\_ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on \_\_\_\_\_.

**B. Termination**

**1. Termination at Will**

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**2. Termination Because of Lack of Funds**

In the event funds to finance this contract become unavailable, the Health Planning Council may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Health Planning Council shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

**3. Termination for Breach**

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the Health Planning Council may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Health Planning Council's right to remedies at law or in equity.

**4. Termination for Failure to Satisfactorily Perform Prior Agreement**

Failure to have performed any contractual obligations with the Health Planning Council in a manner satisfactory to the Health Planning Council will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the Health Planning Council, been notified by the Health Planning Council of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Health Planning Council; or (2) had a contract terminated by the Health Planning Council for cause.

**C. Renegotiation or Modification**

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Health Planning Council's operating budget.

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**D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)**

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The name, address, and telephone number of the contract manager for the Health Planning Council for this contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

**E. Contract Attachments:** The following documents are attached hereto (collectively, the "Attached Documents"):

- 1. Attachment 1 - Statement of Work
- 2. Attachment 2 - Certification Regarding Lobbying
- 3. Attachment 3 - Financial and Compliance Audit
- 4. Attachment 4 - CAREWare Input Guide

**F. All Terms and Conditions Included**

This contract and its attachments 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 shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

**I have read the above contract and understand each section and paragraph.**

**IN WITNESS THEREOF**, the parties hereto have caused this page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

**HEALTH PLANNING COUNCIL OF NORTHEAST FLORIDA**

**SIGNATURE:**

**SIGNATURE:**

**PRINT/TYPE NAME:**

**PRINT/TYPE NAME:**

**TITLE:**

**TITLE:**

**DATE:**

**DATE:**

**STATE AGENCY 29-DIGIT FLAIR CODE:**

**FEDERAL EID# (OR SSN):**

**PROVIDER FISCAL YEAR ENDING DATE:**

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**Attachment VII - Service Specific Standards**

The successful respondent will present a proposal that incorporates the minimum standards listed below for the service they are seeking to provide.

**Early Intervention Services (via Peer Mentoring)**

**Manner of Service Provision**

- 1) Provide Early Intervention Services via Peer Mentoring services to eligible individuals living with HIV/AIDS in Volusia and Flagler counties. Activities could include:
  - a. Schedule/Confirm Appointments and follow up with clients who miss appointments
  - b. Assist with follow up with Eligibility, Non-Medical and Medical Case Managers
  - c. Assist individuals living with HIV/AIDS (PLWHA) navigate the eligibility and service system
  - d. Facilitate client communication with health professionals
  - e. Engage “hard-to-reach” or ‘lost to care’ clients who have fallen out of care
  - f. Identify and address barriers to HIV treatment services
  - g. Engage and support HIV-positive persons in the management of the disease, including being adherent to medications, help to identify self-care options, and assist with health literacy issues.
  - h. Attend and fully participate in PCHAP, including subcommittees
- 2) Assess clients at regular intervals to determine changes in the client's knowledge about HIV, Adherence and/or self-care options after working with a peer and submit results quarterly.
- 3) Ensure that all HIV+ individuals sign a release of information form before being referred to contracted Ryan White service providers.
- 4) Adhere to all requirements, policies and protocols relating to client confidentiality at all times.
- 5) Report the total number of Early Intervention Service units of service provided monthly. Units of service are defined by HRSA and required.
- 6) Professional Qualifications: The Provider agrees that all peer mentors complete training to include at a minimum of HIV 500 training, Confidentiality and Ethics, Medication Adherence, Cultural Competence, HIPAA (where applicable). Confirmation of training must be maintained in the personnel file.

**Outcomes/Outputs**

- 1) Provider will show Improvement of client scores on the HIV Knowledge/Adherence Survey screening tool from baseline to 3 month reassessment
- 2) Provider will participate in the 3 year Needs Assessment Process under the direction of the Health Planning Council by conducting needs assessment surveys, key informant interviews and/or participating in focus groups
- 3) Peer Mentors will become knowledgeable, voting members of PCHAP
- 4) Provider shall achieve an 85% or better rating on a client satisfaction survey/periodic evaluation administered by the Health Planning Council related to the quality of service provided

**Provider Responsibilities**

- 1) The Provider will be required to participate in the Partnership for Comprehensive HIV/AIDS Planning Body Committees and attend Health Planning Council provider meetings as scheduled.
- 2) The Provider shall participate in case conferencing with other Ryan White and Patient Care Network service Providers as requested.

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- 3) The Provider will neither assign the responsibility of this contract to another party nor subcontract any of the work contemplated under this contract