

COVER PAGE

Florida Department of Health

Bureau of HIV/AIDS

Request for Applications

DOH # RFA 11-015

Targeted Outreach for Pregnant Women Act (TOPWA)

Agency Name: _____

One-Year Amount Requested: _____

Name of Contact Person: _____

Applicant Mailing Address: _____

City, State, Zip: _____

Telephone Number(s): _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Authorized Signature (Manual): _____

Printed Name of Authorized Signature: _____

Title: _____

Date: _____

Disclaimer – NOTE: The receipt of applications in response to this grant opportunity does not imply or guarantee that any one or all qualified applicants will be awarded a grant or result in a contract with the Florida Department of Health.

This grant opportunity is not subject to Section 120.57 (3) F.S.

Targeted Outreach for Pregnant Women Act (TOPWA)
Request for Application Timeline

Schedule	Due Date	Location
Request for Applications released	January 4, 2012	Department of Health Grant Funding Opportunities Website http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Questions submitted via e-mail	Prior to 5:00 p.m., E.T. January 11, 2012	Submit to: Florida Department of Health Nita Harrelle, Perinatal Prevention Coordinator 4052 Bald Cypress Way, Bin A09 Tallahassee, FL 32399-1715 E-mail: nita_harrelle@doh.state.fl.us
Applicant conference call to answer questions	10:00 a.m. E.T., Friday, January 13, 2012	The dial-in number is 1-888-808-6959. At the prompt, enter the following conference code: 4505618
Written answers to questions placed on website	On or before January 17, 2012	Department of Health Grant Funding Opportunities Website http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Applications due (no faxed or e-mailed applications)	Prior to 2:30 p.m. E.T. Wednesday, February 8, 2012	<u>For U. S. Mail:</u> Florida Department of Health Bureau of HIV/AIDS Nita Harrelle, Perinatal Prevention Coordinator 4052 Bald Cypress Way, Bin A09 Tallahassee, FL 32399-1715 <u>For Overnight Shipping (Physical Address):</u> Florida Department of Health Bureau of HIV/AIDS Nita Harrelle, Perinatal Prevention Coordinator 2585 Merchants Row Boulevard, HIV/AIDS, Third Floor Tallahassee, FL 32399-1749
Anticipated evaluation of applications	Thursday, February 9, 2012	Evaluators begin review
Anticipated negotiations begin	Thursday, March 15, 2012	Negotiations and budget revisions for grant awards begin
Anticipated award date	Friday, April 20, 2012	Department of Health Grant Funding Opportunities Website http://www.doh.state.fl.us/Admin/General_Services/Purchasing/grants_funding.htm
Anticipated grant start date	Sunday, July 1, 2012	Selected applicants begin implementing TOPWA

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This grant opportunity is not subject to Section 120.57 (3) F.S.

SECTION 1.0 INTRODUCTION

Notice and Disclaimer

Grant awards will be determined by the Florida Department of Health (Department) based on the availability of funds. The Department reserves the right to offer multiple grant awards as it deems in the best interest of the State of Florida and the Department. Additionally, the Department 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 project.

If during the grant funding period, the authorized funds are reduced or eliminated by the federal grantor agency or the legislature, the Department 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.

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

1.1 Statement of Purpose

The Department's mission is to protect and promote the health of all residents and visitors in the state through organized state and community efforts, including cooperative agreements with counties.

The Bureau of HIV/AIDS (BOHA) is seeking applications from non-profit, community-based organizations willing to implement an outreach, education, and linkage program for women of childbearing years focusing on the needs of HIV-infected pregnant women, known as the Targeted Outreach for Pregnant Women Act (TOPWA) program. The purpose of the TOPWA program is to prevent substance abuse exposure of infants and the transmission of HIV to women and their unborn babies.

1.2 Estimated Budget

The BOHA has an estimated total amount of \$780,000 to implement five (5) TOPWA programs. The award for any individual TOPWA program will range from \$100,000 to \$155,000. There may be up to a 20% increase in individual project amounts during the four-year project period. There is no match requirement.

1.3 Qualified Applicants

Community-based organizations which have a 501(C)3 non-profit designation in Miami-Dade, Broward, Palm Beach, Duval, and Hillsborough counties are eligible to apply. In an effort not to duplicate services in any location and to ensure service delivery in the areas of greatest need, the Department reserves the sole discretion to negotiate awards based on geographic coverage, epidemiologic data, competence to achieve the stated goals of the program, and access to the target population. The Department anticipates there will be one TOPWA program per county and an agency may only apply to work in one county.

All entities submitting an application must be registered as a vendor in the state's MyFloridaMarketPlace. For further information please visit:
http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace.

All entities submitting an application for funding are advised that in accepting federal dollars under this RFA, as a sub-recipient, they will be required to comply with all state laws, executive orders, regulations, and policies governing these funds. Applicants that have had contracts terminated or reduced by the Department for reasons other than a mutually agreed upon cause or are classified as a prohibited vendor may be ineligible for funding.

1.4 Term

The initial term of the contract resulting from this RFA shall be one year, beginning on or about July 1, 2012 through June 30, 2013. Contracts resulting from this grant are renewable annually for three years, depending on performance and availability of funds.

1.5 Definitions

1. **Eligible client:** any woman at risk for delivering an HIV-infected or substance-exposed baby.
2. **Target population:** HIV-infected or substance abusing pregnant women.
3. **Enrolled client:** a pregnant woman with no or inadequate prenatal care who is in need of assistance in accessing prenatal care. Any pregnant woman using drugs or alcohol or HIV infected.
4. **Linkage:** the act of assisting a client in accessing a needed service. This may include making the appointment in the presence of the client and accompanying them to the agency or office. Linkage also includes following up to ensure that the needed service was obtained and taking steps to reschedule if necessary.
5. **Referral:** giving the client the contact information for a needed service and leaving it up to the client to access the service with no further involvement by the referring entity.

SECTION 2.0 PROGRAM OVERVIEW

2.1 Background

The Florida legislature created the Targeted Outreach for Pregnant Women Act (TOPWA) program in 1999. This law, Ch. 381.0045 F.S., states: “It is for the purpose of establishing a targeted outreach program for high-risk pregnant women who may not seek proper prenatal care, who suffer from substance abuse problems, or who are infected with human immunodeficiency virus (HIV), and to provide these women with links to services and information.”

2.2 Scope of Service

Funding is available for organizations to provide outreach to identify pregnant women with priority given to HIV-infected pregnant women in need of linkage services to available medical care. Successful applicants must demonstrate an ability to collaborate with their local community partners to identify women who have not accessed prenatal care or are not maintaining adherence to medical protocols. These may include but are not limited to the following:

- high-risk obstetrical care providers
- sexually transmitted disease clinics
- Women, Infant and Children’s (WIC) clinics
- Healthy Start programs
- substance abuse treatment programs
- domestic violence shelters

2.3 Programmatic Authority

The successful applicant must comply with all applicable federal and state laws, regulations, action transmittals, program instructions, and Centers for Disease Control and Prevention (CDC) guidelines.

2.4 Major Program Goals

The overarching goal of the TOPWA program is to prevent the transmission of HIV to women and their children and substance exposure to infants. In pursuit of this goal, successful applicants will:

- Identify, through outreach, women of childbearing years who are at high risk of HIV infection or chemical dependency.
- Assist HIV-infected pregnant women in maintaining adherence to medical protocols by tracking their attendance at medical appointments and educating them on the benefits of medication adherence.
- Provide HIV and pregnancy testing for women of unknown status.
- Provide HIV education to women who are encountered either through outreach efforts or direct referrals from community partners.
- Identify pregnant women who need assistance in accessing or maintaining prenatal care by working in concert with high-risk obstetrical clinics.
- Provide direct linkages to pregnant women who are in need of substance abuse treatment.
- Assist families in confirming that infants born exposed to HIV have the proper virologic testing to determine their HIV status by six months of age as needed.
- Assist women in obtaining family planning services after their baby is born, if this is the woman’s choice.

2.5 Client General Description

Based on what we know about the epidemiologic profile of women with HIV in Florida, we are targeting minority women who live in disadvantaged socio-economic areas. Clients shall include eligible women (of any race/ethnicity) with known HIV infection, black women, immigrant women, those who are chemically dependent, and any pregnant women who do not access or maintain adequate prenatal care. This program will also address the needs of newborns with perinatal HIV exposure, as we assist families in confirming their child's HIV status by six months of age.

2.6 Task List

Applicants shall describe how they plan to accomplish the following activities:

1. Collaborate with their local high-risk obstetrical provider in order to identify pregnant women who do not maintain adequate prenatal care. This shall include the name of the provider, their plan to operationalize the reciprocal referral relationship, and a physical copy of the signed Business Associate Agreement (Attachment 5) or Interagency Collaborative Agreement (Attachment 6) to formalize the partnership.
2. Provide outreach in settings frequented by women who are at higher risk of acquiring HIV, or are HIV infected. This includes racial/ethnic minorities, chemically dependent women, sex workers, incarcerated women, women with a diagnosis of a sexually transmitted disease (STD), including HIV. Outreach shall primarily be conducted in low income neighborhoods.
3. Provide HIV and pregnancy testing to eligible clients who are of unknown HIV or pregnancy status.
4. Collaborate with the local Women, Infants and Children's (WIC) clinic to identify eligible clients who are in need of prenatal care or to assist in providing follow-up services after delivery.
5. Establish a reciprocal referral relationship with at least one local substance abuse provider that will accept pregnant women on a priority basis when they are actively using alcohol or drugs. Provide a copy of the Interagency Collaboration Agreement (Attachment 5) with the substance abuse treatment provider(s).
6. Work in partnership with local family planning provider(s) to assure access to family planning services for enrolled clients who choose a method of birth control for delaying a subsequent pregnancy.
7. Work in partnership with local family planning provider(s) to assure access to appropriate reproductive counseling and sterilization procedures for enrolled clients who choose not to have additional children.
8. Provide follow-up services for HIV-exposed newborns of enrolled clients to confirm that they receive the needed virologic testing to determine their HIV status by six months of age. Explain how the provider will get the names of the HIV-exposed babies and how they will assist families in complying with CDC recommendations for HIV testing for exposed newborns.
9. Applicants in Miami-Dade, Broward, and Palm Beach counties shall describe their plan to collaborate with the Department's Perinatal Coordinator and participate in their community-wide perinatal network.
10. Applicants in counties with jails that allow agencies to assist inmates shall outline their plan to assist eligible clients incarcerated in their county jail.

Reporting

Successful applicants will report outcome information on a monthly basis in a format determined by the Department. This will include, but is not limited to, demographic information, HIV status of enrolled clients, number of prenatal care visits, follow-up of mother's participation in family planning services after delivery, and confirmation of HIV status of HIV-exposed infants of enrolled clients.

Attendance at Department initiated meetings

Successful applicants shall have at least two agency representatives attend annual TOPWA meetings (that may be face-to-face or web-based) or receive written prior approval from DOH for an exemption. Travel expenses to attend a face-to-face meeting may be included in the provider's annual budget. If the meeting is not held, the funds may be redirected to client services.

2.7 Task Limits

Successful applicants shall not routinely perform any tasks related to TOPWA other than those stated in their contract without the express written consent of the Department. Employees funded 100% through TOPWA shall not perform duties on other agency projects or initiatives without the prior written consent of the Department.

2.8 Description of Approach to Performing Task

Section 1 – Community Need and Risk Factors – **limit of 6 pages**

1. The applicant shall describe the geographic area served through the TOPWA program. Applicants in large counties shall describe specific boundaries within their communities where they will target their efforts.
2. The applicant shall describe the impact of HIV/AIDS on women in the community, including the demographic breakdown, and community factors that influence the transmission of the virus.
3. The applicant shall describe how they intend to recruit from the identified target population for the TOPWA program as described in Section 2.1.
4. The applicant shall describe the impact of substance abuse on women in the community.
5. The applicant shall describe their plan to integrate TOPWA into the larger service delivery system available to chemically dependent women, particularly pregnant women.

Section 2 – Applicant's Agency Structure and Strengths – **limit of 5 pages**

1. The applicant shall provide information about the agency, including history, administrative structure, table of organization, mission, vision, goals, and how they relate to the purpose of TOPWA.
2. The applicant shall identify key personnel who will implement the TOPWA program, including qualifications, a copy of their resumes, email addresses, and phone numbers. This section shall include information about personnel who can address the target populations identified in Section 2.5 (such as staff who are bilingual or reflective of the population.)
3. The applicant shall describe their previous experience in providing services to the target population identified in Section 2.5. This shall include services that focus on the goal of interrupting mother-to-child transmission of HIV.

4. The applicant shall describe the process for assuring internal quality assurance, including the typical protocol for handling potential problems in meeting TOPWA program requirements.
5. The applicant shall describe the plan for orientation and on-going training of staff and volunteers involved in TOPWA program implementation.

Section 3 – Proposed Activities – **limit of 10 pages**

1. The applicant shall describe their plan to accomplish the activities in the task list (2.6).

Section 4 – Applicant’s Collaborations – **limit of 4 pages**

1. The applicant shall identify existing and planned collaborative efforts with other local public and private agencies, including roles and responsibilities of each collaborative partner.
2. Applicants in Miami-Dade, Broward, and Palm Beach counties, detail the plan for integrating services with the HIV Perinatal Nurse/Coordinator. This position within the local health department will coordinate the array of services available to HIV-infected pregnant women. All applicants shall elaborate on their plans to integrate TOPWA services with the larger service delivery system for pregnant women, specifically HIV-infected pregnant women.
3. The applicant shall provide copies of the Business Associate Agreements (Attachment 4) or Interagency Collaboration Agreement (Attachment 5) from key community partners stating their willingness to collaborate on behalf of the women enrolled in TOPWA. These are not included in the page limit.

Section 5 – Budget and Budget Narrative – not included in page limit

1. The applicant shall provide a detailed line-item annual budget that represents allowable, reasonable costs. The budget shall not exceed the maximum grant award of \$155,000. Successful applicants will be eligible to spend the same budget level funds up to four (4) years.
2. The applicant shall provide a budget narrative for all expenditures detailing how amounts were determined. Note: all expenditures must be necessary, reasonable, allowable, and related to the tasks, services, and activities of the TOPWA program, as identified in this RFA.
3. The applicant shall describe the administrative and fiscal infrastructure that will enable them to track and expend funds in accordance with generally accepted accounting practices.

2.9 Staffing Levels

The successful applicant shall include their proposed staffing for programmatic, technical, administrative, and clerical support. The successful applicant shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines that the successful applicant’s staffing levels do not conform to those promised in the application, it shall advise the successful applicant in writing, who shall have thirty (30) days to remedy the identified staffing deficiencies.

The successful applicant shall replace any employee whose continued presence would be detrimental to the success of the project. The replacement will have equal or superior

qualifications. The Department's determination in this matter will be final and binding on all parties.

2.10 Professional Qualifications

The successful applicant will be responsible for the staff affiliated with the application, ensuring they have the education, experience, and training necessary to carry out the responsibilities to accomplish the goals of the TOPWA program. Persons hired to work through this grant shall be familiar and comfortable with the cultural norms and mores of the target population and be accepted by that population. The successful applicant is responsible to ensure that all employees and volunteers receive the DOH-approved security training prior to having access to confidential client information.

Successful applicants will provide the Department with a table of organization that identifies individual staff persons for all positions funded through this grant. A second table of organization is due to the Department 45 days after the execution of the contract reflecting staff hired to implement the program. Providers will provide updates to the Department as changes in personnel occur.

2.11 Staffing Changes

The successful applicant shall staff the project with key personnel whose positions are identified in the applicant's application who are considered by the Department to be essential to this project. Successful applicants shall notify the Department in writing of any vacancy in excess of 15 business days.

2.12 Service Location

The successful applicant must indicate that services will only occur within their proposed communities.

2.13 Service Times

The provider must be able to work nontraditional hours in exceptional locations in order to implement the program. The successful applicant must remain operational and provide reports for the entire contract period, even if the deliverables are met before the contract ending date.

2.14 Changes in Location

The successful applicant shall notify the Department in writing a minimum of one week prior to making changes in location that will affect the Department's ability to contact the successful applicant by mail, telephone, or facsimile.

2.15 Equipment

The successful applicant 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. Applicants must include any consideration for costs associated with the provision of equipment in the budget of this application.

2.16 Reports

Successful applicants shall report on the activities of the program on a monthly basis in a format determined by the Department. The resulting contract requires the delivery of

reports to the Department; however, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time for the successful applicant to remedy the objections noted by the Department. The Department may, after having given the successful applicant a reasonable opportunity to complete, make adequate, or acceptable declare this agreement to be in default.

2.17 Performance Measures

1. Successful applicants will complete a 31-day Client Satisfaction Survey during the month of March of each year. The survey shall include a minimum of 75% of the average number of clients enrolled per month.
2. Monthly reports reflecting the activity of the program shall serve as an ongoing evaluation.
3. Successful applicants shall have a formal DOH programmatic evaluation at least one time per year as required by the Department.
4. Invoices submitted monthly shall reflect 100% of contract funds were spent on allowable costs.

2.18 Provider Unique Activities

The successful applicant is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 2.6. By execution of the resulting contract, the successful applicant recognizes its responsibility for the tasks, activities, and deliverables described in the agreement. The successful applicant acknowledges that it is aware of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for them.

2.19 Financial Specifications

The Department of Health administers this program through funding from both state and federal sources. In order to assure the state will fulfill current and future needs, the Department reserves the right to award contracts to multiple applicants and to offer contract awards for less than the amounts requested by applicants as deemed in the best interest of the State of Florida and the Department. The Department reserves the right to reallocate funds to established priority areas, at their discretion, of any awarded funds that may be unobligated and returned by the award recipient under this RFA.

Allowable costs

Allowable costs must be both reasonable and necessary.

Salaries	Based on percentage/time spent working on the TOPWA project.
Fringe benefits	FICA/Social Security, health, life insurance, workman’s compensation, etc.
Local travel reimbursement	In accordance with Florida Statutes (Chapter 112, F.S.)
Conference travel	Customary and reasonable costs, in state (Out of state travel is not allowable under this agreement unless explicitly agreed to by the Department.)

Audit	If required by the department
Phone, fax and Internet costs	Prorated based on total agency costs
Postage and delivery	Prorated based on total agency costs
Marketing	Prorated based on total agency costs
Educational materials/training tools	For contract related topics
Office supplies	As related to the contract
Printing	As related to the contract
Furniture/equipment/computer	As related to the contract, electronic equipment less than \$1,000
Equipment rental/maintenance	As related to the contract
Administrative Expenses (maximum 10% of total contract funding)	

At least one of the following defines allowable expenditures: Reference Guide for State Expenditures, Florida Statutes, Florida Administrative Code, OMB Circulars A-110 – General Administrative Requirements, A-133 – Federal Single Audit, A-122 – Cost Principles for Not-for-profits, A-87 – Cost Principles for State and Local Governments, Federal Public Laws, Catalog of Federal Domestic Assistance, and Code of Federal Regulations.

Unallowable Costs

Per Rule 3A-40.103, F.A.C., expenditures from state funds for items listed below are prohibited unless expressly provided by law include but are not limited to:

- Telegrams
- Flowers
- Presentment of plaques for outstanding service
- Decorative items (potted plants, framed artwork, sculpture, etc.)
- Greeting Cards: per Section 286.27, F.S., use of state funds for greeting cards is prohibited

Unless specifically authorized by law, the following items related to professional and occupational licenses are not allowed include but are not limited to:

- Professional license fees
- Occupational license fees
- Drivers license fees
- Examination fees for professional, occupational or other licenses required for a person to perform his or her official duties

Other non-allowable expenditures include but are not limited to:

- Entertainment costs including food, candy, drinks, or decorations
- Deferred payments to employees as fringe benefit packages
- Severance pay and unearned leave
- Capital improvements, alterations, building construction or renovation
- Purchase of vehicles
- Cash awards to employees or ceremony expenditures
- Penalty on borrowed funds or statutory violations or penalty for late/non payment of taxes
- Direct client assistance (monetary)
- Development of major software program

- Personal cellular telephones
- Office parties, entertainment costs
- Meals not in accordance with Section 112.061, F.S.
- Appliances for the personal convenience of the staff including microwave ovens, refrigerators, coffee makers, portable heaters, fans, etc.
- Water coolers, bottled water

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

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

Submission and Payment of Invoices

Up to a total of \$620,000 (\$155,000 per year) is available per contract per successful applicant. Unexpended funds from one year cannot be rolled over into the following year.

The Department shall pay monthly invoices for the successful applicant through a fixed price or cost reimbursement contract. All invoices are due 10 days after the end of the month. A quarterly expenditure report (see sample provided, Attachment 3) must accompany the September, December, March, and June invoices, outlining the total funds expended to date.

The successful applicant will forfeit the funds expended in the final invoice if the invoice is submitted more than forty-five (45) days after the end of the contract. The Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until any or all evaluations, statistical, and financial reports due from the successful applicant and necessary adjustments have been made and approved by the Department.

The successful applicant agrees to refund to the Department any payments made by the Department for unexpended funds or those funds disallowed pursuant to the terms of the resulting contract. Such refunds shall be due within forty-five (45) days from the time the overpayment is discovered.

Payment Reductions: Monthly deliverables will be assigned a dollar value during the negotiation phase and annually thereafter. For any monthly deliverable not met, the deliverables will be averaged on a quarterly basis. If the deliverables are below the

quarterly total in the contract, that assigned dollar value will be withheld from the September, December, March, and June invoices. The Department may withhold payment under the contract if the provider fails to perform their contractual obligations.

2.20 Cost Proposal

The successful applicant must submit a proposed budget detailing annual expenditures, including proposed staff names (if current agency employees), positions, salaries and benefits, and other proposed items. The clearly stated, detailed line-item budget must reflect that expenses are appropriately prorated based on the entity's available funding sources. For example, if another program is headquartered in the same site and receives the same amount of funding, only 50% of the price of an audit shall be charged to the TOPWA budget.

2.21 Evaluation of Applications

Epidemiologic data that reflect the need for TOPWA services in specific geographic areas, the agency's previous success in reaching the target population, and the score based on the evaluation criteria defined in Attachment I will determine the successful applicants. Evaluators are Department employees who chosen for their expertise in public health, knowledge of the HIV/AIDS epidemic, and the TOPWA program.

2.22 Awards

The successful applicants will enter into a contract with the Department of Health. The Department reserves the right to revise proposed plans and negotiate final funding prior to finalizing the contract.

2.23 Cross Reference

In order to assist the scoring team as they rank and score applications, the applicant shall provide page numbers in the column on the right of the Rating Sheet and Score Summary. Failure to do so will result in a loss of points in the scoring criteria in Attachment 1.

2.24 Telephone Conference

There will be an optional telephone conference to answer questions regarding the RFA. See the timeline for the date, time, and phone number to call. Questions may be submitted in writing via email to: nita_harrelle@doh.state.fl.us, per the instructions provided in the timeline. Applicants are encouraged to write "RFA Question" in the subject line of email communications. Additional questions may be asked during the telephone conference. Prospective applicants may attend, but attendance is not required. This conference call is the only opportunity to present questions related to this RFA or discuss any apparent omission or discrepancy. If a discrepancy is noted, the Department will then determine the appropriate action necessary, if any, and may issue a written amendment to the RFA.

SECTION 3.0 - SUBMISSION OF APPLICATION

3.1 Instructions for Submitting Application

- Applications must be sent by U.S. Mail, Courier, or hand-delivered to the location identified in Section 3.3. Faxed or emailed applications will not be accepted.

- **One original and three copies** of each application must be submitted in a sealed box or envelope and shall be clearly marked on the outside with the application number and the name of the applicant. An electronic copy of the proposal is not required.
- It is the responsibility of the applicant to assure their application is submitted to the correct office and prior to the deadline identified on page 2.
- Applications received after the deadline are not eligible for review or consideration.

3.2 Instructions for Formatting Application

- The cover page on the front of this application (see page 1) is to be completed and used as the cover page for the proposal.
- The proposal (Sections 1 through 4) shall be double spaced and no more than **25 pages**, excluding the following: 1) table of contents; 2) copies of the Business Associate Agreements or Interagency Collaboration Agreements; 3) letters of support for this application (optional); 4) budget and budget narrative and; 5) organization or administrative structure/chart and resumes.
- Applicants must use Attachment 1 to determine the order that information is presented in the application.
- Pages shall be numbered and a one-inch margin used on all pages.
- The font shall be Arial 11.
- One original application and three copies of the application, along with all supporting documents, must be submitted in one packet.
- Materials submitted become the property of the State of Florida and will not be returned. The state reserves the right to use any concepts or ideas contained in the response.

3.3 Where to Send Application

For US Mail (allow ample time for delivery by the deadline):

Florida Department of Health
 Nita Harrelle, Perinatal Prevention Coordinator
 Bureau of HIV/AIDS
 4052 Bald Cypress Way, Bin A09
 Tallahassee, FL 32399-1715

For Overnight Shipping (Physical Address):

Florida Department of Health
 Nita Harrelle, Perinatal Prevention Coordinator
 Bureau of HIV/AIDS
 2585 Merchants Row Boulevard, Floor 3
 Tallahassee, FL 32399-1715

3.4 Subcontractors

Providers submitting applications through this RFA process may not include subcontracts.

SECTION 4.0 SPECIAL CONDITIONS

4.1 Cost of Preparation

Neither the Department nor the State of Florida are liable for any costs incurred by an applicant in responding to the RFA.

4.2 Unauthorized Aliens

NOTICE TO APPLICANT: The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

4.3 Minority Participation

In keeping with the One Florida Initiative, the Department encourages minority business participation in all its Requests for Applications. Applicants 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 minority or for names of existing certified minorities who may be available for supplier opportunities.

4.4 E-Verify Requirement

Pursuant to Governor Rick Scott's Executive Order No. 11-116, contract providers must use the E-Verify system to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify system during the contract term.

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Evaluation Team Criteria

RATING SHEET AND SCORE SUMMARY

DEPARTMENT OF HEALTH, TARGETED OUTREACH
FOR PREGNANT WOMEN ACT (TOPWA)

Prospective applicant's name: _____

County covered by this project: _____

Annual amount requested: _____

- | | | |
|--|-------|----|
| 1. <u>Community Need and Risk Factors:</u> | _____ | 40 |
| 2. <u>Agency Structure and Strengths:</u> | _____ | 35 |
| 3. <u>Proposed Activities:</u> | _____ | 75 |
| 4. <u>Applicant's Collaboration:</u> | _____ | 60 |
| 5. <u>Budget and Budget Narrative:</u> | _____ | 40 |
| 6. <u>Application Content and Completeness</u> | _____ | 10 |

TOTAL POINTS _____ **260**

Evaluator's Signature

Date

SCORING CRITERIA

H = High Points – The specific topic or question is answered completely with a great deal of detail. Applicant clearly demonstrates an understanding of the stated question and the response has a high degree of complexity.

M = Medium Points – The specific topic or question is answered but without needed detail or explanation. Applicant demonstrates an understanding of the stated question with a limited degree of complexity.

L = Low Points - The specific or topic is partially answered, leaving some aspects of the question not addressed. The answer provided is unsubstantiated by facts or data and may not directly relate to the question asked.

N = Not Addressed – or response is of poor quality and may be unrealistic.

RATING SECTIONS

SECTION 1

(Scorers box that applies)

<p><u>Community Need and Risk Factors:</u> Provide information that indicates an understanding of your community’s needs and proposed population that will receive TOPWA services. *Please provide page numbers(s) to indicate where to find the requested information.</p>	Points: use only these numbers				*Page #
	H	M	L	N	
	10	7	5	0	
1. How well did the applicant describe the geographic area they will serve and how they will recruit clients?					
2. How well did the applicant describe the impact of HIV/AIDS and substance abuse on the women and children in their community?					
3. How well did the applicant describe the proposed target population that will receive TOPWA services by age, racial and ethnic background, health disparities, underserved populations, and risk factors?					
4. How well did the applicant describe their plan to integrate TOPWA into the larger service delivery system available to chemically dependent women, particularly pregnant women.					
MAXIMUM SCORE: 40	Total score for section				

SECTION 2

(Scorers box that applies)

<u>Agency Structure and Strengths:</u> Provide information about the agency structure, employees, and ability to implement the activities outlined in your proposal. *Page number(s) indicate where to find the requested information.	Points: use only these numbers				*Page #
	H	M	L	N	
	7	5	3	0	
1. How well did the applicant provide information about the agency including history, administrative structure, table of organization, mission, vision, goals, and how they relate to the purpose of TOPWA?					
2. How well did the applicant identify key personnel who will implement the project including qualifications, ability to reach special populations, resumes, email addresses, phone numbers and include dates and previous relevant experience?					
3. How well did the applicant demonstrate previous experience in providing assistance to women at high risk or HIV infected, specifically pregnant women?					
4. How well did the applicant describe the process for assuring internal quality assurance, including a process for handling potential problems?					
5. How well did the applicant describe the plan for orientation and on-going training of staff and volunteers involved in the project implementation?					
MAXIMUM SCORE: 35	Total score for section				

SECTION 3

<p><u>Proposed Activities:</u> The applicant shall provide detailed information about who, what, where, and how the TOPWA program task list deliverables will be met. *Page number(s) indicate where to find the requested information.</p>	Up to 75 points	*Page #
1. How well did the applicant describe how the task list deliverables will be met?		
MAXIMUM SCORE: 75 points	Total score for section	

SECTION 4

(Scorers box that applies)

<p><u>Applicants Collaboration:</u> The applicant shall provide information on collaboration in their community. *Page number(s) indicate where to find the requested information.</p>	Points: use only these numbers				*Page #
	H	M	L	N	
	15	10	5	0	
1. How well did the applicant identify planned collaborative efforts with other local public and private agencies that address perinatal health? Did this include the roles and responsibilities of each collaborative partner?					
2. How well did the applicant identify the agency's integration into the larger community's HIV prevention efforts?					
3. How well did the applicant identify the agency's integration into the larger community's substance abuse prevention efforts?					
4. Did the applicant provide Business Associate Agreements or Interagency Collaboration Agreements signed by community partners indicating that the partners would provide reciprocal referrals and linkages?					
MAXIMUM SCORE: 60 points	Total score for section				

SECTION 5

(Scorers box that applies)

<u>Budget and Budget Narrative:</u> The applicant shall provide a detailed line-item budget and budget narrative that gives a breakdown of costs incurred and expended by the proposed project. *Page number(s) indicate where to find the requested information.	Points: use only these numbers		*Page #
	Yes = 10	No = 0	
1. Does the annual budget represent allowable, reasonable costs (see Attachment 2)?			
2. Is the budget clearly stated and easy to understand? Do all the figures add up and does it conform to the parameters stated in the RFA?			
3. Did the budget narrative include all expenditures?			
4. Did the applicant demonstrate documentation of financial stability such as a financial statement or audit and adequate fiscal infrastructure to ensure program stability?			
MAXIMUM SCORE: 40 Points	Total score for section		

SECTION 6

<u>Application Content and Completeness</u>	Yes = 5 points No = 0 points
1. Was the application complete, signed, and included necessary attachments?	
5. Were the Cross Reference columns completed?	
MAXIMUM SCORE: 10 Points	Total score for section

Total Maximum Score: 260 Points

Total Points for this application: _____

SAMPLE BUDGET

(SAMPLE) TARGETED OUTREACH FOR PREGNANT WOMEN BUDGET – EXPENDITURES FOR YEAR 1	AMOUNT
PERSONNEL	
Program Supervisor .15	\$5,000
Linkage Specialist (x2)	\$74,500
Clerical support .50	\$14,000
Fringe	\$31,500
Equipment	\$ 1,000
Incentives	\$ 3,000
Office supplies	\$ 3,000
TOTAL	\$132,000
Administrative costs (10% of total to cover rent, insurance, utilities etc.)	\$13,200
TOTAL	\$145,200

ATTACHMENT 3

SAMPLE QUARTERLY EXPENDITURE REPORT

Provider Name: _____

DOH contract # _____ CFDA# _____

Financial Report for Primary Prevention Education Activities
For the period of July 1, through June 30

Description of Budget Line Items	Total DOH Cost	Amount Expended 7/1 - 9/30	Amount Expended 10/1 - 12/31	Amount Expended 1/1 - 3/31	Amount Expended 4/1 - 6/30	Balance
Personnel						
Program Supervisor .15	5,000.00	1,745.90				3,254.10
Linkage Specialist (x2)	74,500.00	18,624.25				55,875.75
Clerical Support .50	14,000.00	3,894.22				10,105.78
Fringe	31,500.00	7,528.47				23,971.53
Equipment	1,000.00	220.34				779.66
Incentives	3,000.00	741.82				2,258.18
Office supplies	3,000.00	461.17				2,538.83
SUB-TOTAL	\$132,000.00	33,216.17	0.00	0.00	0.00	\$98,783.83
Administrative costs (10% of total to cover rent, insurance, utilities, etc.)						13,200.00
TOTAL						\$111,983.83

See attached report to support noted expenditures

I, _____, certify that these expenses are true, accurate and directly related to this contract.

Date: _____ Printed name of individual signing: _____

ATTACHMENT 4

HIPAA BUSINESS ASSOCIATE AGREEMENT

The Florida Department of Health and its _____ (CMS or CHD), hereinafter Covered Entity, and _____, hereinafter Business Associate, agree to the following terms and conditions in addition to an existing agreement to perform services that involve the temporary possession of protected health information to develop a product for the use and possession of Business Associate. After completion of the contracted work all protected health information is returned to the Covered Entity or destroyed as directed by the Covered Entity.

Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the 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 report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
(d) 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 these same restrictions and conditions.
(e) Business Associate agrees to make internal practices, books, and records 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 of HHS, in a time and manner designated by the Covered Entity or the Secretary of HHS, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
(f) 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.
(g) Business Associate agrees to provide to Covered Entity as disclosures of protected health information occurs information collected in accordance with Section (f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.

Obligations of Covered Entity

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.

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.

Term and Termination

The Term of this Agreement shall be effective _____, or upon the date of signature of the undersigned principles for the respective parties and shall terminate when all existing contracts related to protected health information between the parties have terminated.

Date _____ Date _____
Signing Authority for Medical Provider
Business Associate

Approved as to form and legality:

Date _____

**Interagency Collaborative Agreement
Between the
_____ Targeted Outreach for Pregnant Women Act (TOPWA) Program and the
_____ Agency or County Health Department**

This interagency agreement addresses the collaborative efforts of the _____ **TOPWA Program** and _____ **Agency or County Health Department**. **TOPWA** agrees to:

- Provide confidential HIV counseling, testing and linkage services as a registered HIV testing program.
- Provide pregnancy testing to women of childbearing age of unknown pregnancy status.
- Provide HIV awareness and risk reduction education to eligible individuals.
- Provide pregnant women information about the importance of knowing their HIV status and the importance of following medical protocols for pregnant women who are HIV infected.
- Assist enrolled clients in accessing family planning services after the delivery of their baby, if that is the client’s choice.
- Assign a designee to facilitate interagency communication relative to this agreement.

_____ **Agency or County Health Department** agrees to:

- Provide post test counseling and Partner Counseling and Referral services to all clients testing positive for HIV.
- Provide comprehensive Sexually Transmitted Disease (STD) services in accordance with F.S. 381.
- Request pregnant clients sign a Consent to Release Confidential Information so that relevant health information may be shared with TOPWA.
- Provide appropriate STD or HIV training to TOPWA staff.
- Refer eligible individuals to the TOPWA program for services.
- Assign a designee to facilitate interagency communication relative to this agreement.

All services will be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability.

Both parties will follow applicable professional standards of practice and relevant state and federal law with respect to client confidentiality in a manner consistent with the requirements of Department of Health Information Security Policies, Protocols and Procedures 2010, as amended. Where applicable, both parties will comply with the Health Insurance Portability Accountability Act.

This agreement shall begin on _____ or on the date that both parties have signed, whichever is later.

This agreement may be terminated by either party no less than 30 days notice without cause, unless a lesser time is mutually agreed upon by both parties. Termination with cause (breach of agreement) may result in a lesser time, determined by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness thereof, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

Signed by: _____
(Provider)
_____ TOPWA Agency

Signed by: _____
Administrator
_____ Agency or County Health Department

Date: _____

Date: _____

ATTACHMENT 6

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal year ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

- A. The Department of Health as follows:

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

- 2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

- 3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

- A. The Department of Health as follows:

:

SingleAudits@doh.state.fl.us

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

- B. The Auditor General's Office at the following address:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT – 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1 _____ CFDA# _____ Title _____ \$ _____

Federal Program 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$ _____

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) _____ CFDA# _____ Title _____ \$ _____

State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$=====

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

EXHIBIT 2**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and /or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

- Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
 Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.
 Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and/or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-006(2), FAC [state financial assistance] and Section 215.400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements**
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Effective April 1, 2011, Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to the Provider and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
- Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2009-10 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@doh.state.fl.us or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 3071.

Single Audit Data Collection Form

GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

		--							
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b. Are multiple EINs covered in this report Yes No
 c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #

Name of Entity

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		--							
		--							
		--							

4. AUDITEE INFORMATION

a. Auditee name:	
b. Auditee address (number and street)	
City	
State	Zip Code
c. Auditee contact	
Name:	
Title:	
d. Auditee contact telephone	
()	-
e. Auditee contact FAX	
()	-
f. Auditee contact E-mail	

5. PRIMARY AUDITOR INFORMATION

a. Primary auditor name:	
b. Primary auditor address (number and street)	
City	
State	Zip Code
c. Primary auditor contact	
Name:	
Title:	
d. Primary auditor contact telephone	
()	-
e. Primary auditor E-mail	
()	-
f. Audit Firm License Number	

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of OMB Circular A-133 and/or Section 215.97, Fla. Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date ___/___/___
 Date Audit Received From Auditor: ___/___/___
 Name of Certifying Official: _____
(Please print clearly)
 Title of Certifying Official: _____
(Please print clearly)
 Signature of Certifying Official: _____

STATE OF FLORIDA DEPARTMENT OF HEALTH (“DOH”) STANDARD AGREEMENT ATTACHMENT 7

I. Provider and DOH Mutually Agree:

A. Composition of Agreement; Entire Agreement; No Modifications Except in Writing. The total agreement between DOH and Provider on the subject matter hereof consists exclusively of the Contract, the Financial and Compliance Audit Attachment (“Audit Attachment”), the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (“Debarment”), Certification Regarding Lobbying (“Lobbying”) (notwithstanding the previous clause, Debarment and Lobbying need only be attached as required by the law governing such attachments) and all other attachments and exhibits referenced herein or in the Contract. Inconsistency between the Contract and this Attachment or any other attachment or exhibit shall be governed by the Contract. The Contract, this Attachment and all other attachments and exhibits referenced in this Attachment or in the Contract may be referred to collectively as the “Agreement”. The Agreement supersedes prior or contemporaneous written or oral agreements or representations on the subject matter hereof. No purported modification of the Agreement shall be valid or binding on any party unless in a writing executed by all parties. Striking of any portion by a court of competent jurisdiction does not affect the remainder.

B. Payments. Provider shall be entitled to each payment hereunder in the amount and at the time specified herein, provided Provider meets the conditions precedent to entitlement to such payment during the term hereof. Determination regarding conditions precedent is at DOH’s sole discretion.

C. Termination.

1. Termination at Will. This Agreement may be terminated without cause by either party upon no less than 30 days notice unless the Provider is a state university in which case such notice is not less than 90 days. If DOH exercises this termination option, DOH shall be obligated to pay Provider for all work properly and timely performed hereunder, according to the payment provisions contained herein. DOH shall have set-off rights against such payment obligation for the amount DOH has been damaged by any Provider breach.

2. Termination Because of Lack of Funds. The State’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to the governor’s authority. In the event funds to finance this Agreement become unavailable, DOH may, at its discretion, suspend or terminate the Agreement upon no less than 24 hours notice in writing to Provider. In the event DOH chooses to exercise this termination option, neither party hereto shall have any further rights or obligations hereunder. In the event DOH suspends this Agreement but does not reinstate it before the end of the term hereof, such suspension shall be an exercise of DOH’s termination option. If DOH chooses to reinstate this Agreement prior to the end of the Agreement term, the total amount payable hereunder shall be prorated down by the percentage of the Agreement term during which this Agreement remained suspended. DOH shall be the sole authority in determining all issues as to the availability of funds.

3. Termination for Breach. DOH may, by written notice to Provider, terminate this Agreement immediately for breach of any agreement with DOH.

D. Report, Notice and Contact.

1. All reports and notices to DOH and invoices for payment should be directed to the attention of the Contract Manager. All notices to Provider and payments hereunder shall be directed to Provider’s Contract Representative. In the event a different Contract Manager or Provider’s Contract Representative is designated after execution of this Agreement, notice of the name and address of the new manager or representative shall be sent in writing. Provider shall keep DOH informed of its current telefax number at all times. Unless otherwise provided herein, any notice to be given hereunder shall be in writing and shall be sent by hand-delivery, overnight mail, by U.S. certified mail, postage prepaid, return receipt requested or by telefax. Any notice given by properly addressed and stamped U.S. certified mail, return receipt requested, shall be deemed to be given 3 days following the date of mailing. Notice by overnight mail shall be deemed given 1 day after such mailing. Notice by telefax shall be deemed notice by hand-delivery.

2. When Provider is a state university, notice of termination under I.C.I. may not be delivered by telefax.

E. Term and Survival.

1. This Agreement shall begin on the latter of the Beginning Date or the date the contract is fully executed by both parties (the “Effective Date”).
2. All sections of this Attachment shall survive the expiration or termination hereof with the exception of II.A., II.C.3, II.H., II.K., II.M., II.N., III.A. and III.B., as limited by 3., below.
3. III.A-B. survive only as needed to implement I.B., I.C.1-2., and II.B.1.

F. Property. Notwithstanding any other section hereof and where not prohibited under 60A-1.017, F.A.C., all right, title and interest in and to property purchased, produced or developed, in whole or in part, with funds provided hereby vests in DOH.

G. Remedies of DOH Cumulative. In addition to all remedies available to DOH hereunder, in the event Provider breaches any obligation hereunder, DOH may exercise any remedy available or provided under Florida law (all rights and remedies granted herein to DOH or available at law or equity are cumulative and not mutually exclusive).

H. Nonwaiver of Defaults. Failure of DOH to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, does not waive such default. DOH shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. No DOH waiver of any term, provision, condition or covenant hereof shall be deemed to imply or constitute a further DOH waiver of any other term, provision, condition or covenant hereof, and no payment by DOH shall be deemed a waiver of any default hereunder.

I. Governing Law; Captions. Florida law, without giving effect to its choice of law principles, governs all matters arising

under or related to this Agreement. Caption headings shall be ignored in interpreting this Agreement.

J. Construction and Forum.

1. In the event of a dispute hereover, the provisions hereof shall not be more strictly construed against any party.
2. Venue for any legal actions arising herefrom is a state court of competent jurisdiction in Leon County, Florida.

K. Authority of Person Executing Agreement. And represents the persons executing this Agreement (and any portion thereof) for the respective parties have the actual authority to do so on behalf of each party and that all actions, corporate or otherwise, necessary thereto have occurred.

II. Provider Agrees:

A. Contractual Services.

1. To provide all services (hereinafter "Services") as specified herein. Provider shall not be paid hereunder for Services for which it is paid from any other source. DOH has no obligation for Services provided before the Effective Date.
2. And acknowledges its exclusive responsibility to gather copies of any publications or other materials referenced herein, including amendments or newer editions published during the term hereof. Such referenced items and their amendments or newer editions are automatically incorporated by reference in the Agreement.

B. Invoices and EFT.

1. To forfeit all right to payment for invoices not received by DOH within 45 days after completion or termination hereof.
2. Any payment due hereunder may be withheld until DOH approves:
 - a. All Provider reports; and
 - b. Provider's plan for and actual disposition of confidential information generated under this Agreement.
3. If electronic fund transfer (EFT) is required under this Agreement, authorization forms and sample bank letter are available from DOH. Questions should be directed to the Comptroller's EFT section (850.410.9466). This paragraph is for notice purposes only.

C. Laws and Regulations.

1. If this Agreement provides for payment of federal funds exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, and the Water Pollution Control Act, as amended. 40 CFR 35.6595
2. To comply with, and complete any forms required under, all laws, statutes, ordinances, codes, and regulations of the United States, this State and, where relevant, counties and municipalities, whether or not such laws, statutes, ordinances, codes, regulations and forms are referenced herein.
3. To incorporation by reference of §287.058(1)(a-i), F.S.
4. If this contract funds purchases or improvements to real property, Provider grants DOH a security interest to the value of such funding for at least 5 years from the date of the purchase or the completion of the improvements or as otherwise required by law and shall effectuate the security interest as required by law.
5. If determined a recipient or sub-recipient under the Audit Attachment, to:
 - a. Submit a financial report stating, by line item, all expenditures made as a direct result of services provided through the funding hereof, accompanied by a statement signed by an individual with legal authority to bind Provider certifying that these expenditures are true, accurate and directly related to this contract, within 45 days of:
 - i. Each anniversary of the beginning hereof during the contract term; and
 - ii. The expiration or termination hereof.
 - b. Treat funding exceeding expenditures as overpayment under I.1, below.

D. Monitoring. To, consistent with applicable state and federal law:

1. Ensure clients, personnel and all items referenced in the Audit Attachment, as well as any other resources necessary to effect this monitoring, and work records of those persons selected to, or filling, the staffing requirements hereof are available and subject at all times to inspection, review, and/or audit by the federal government, DOH, the Comptroller, the Auditor General or their agents (all books, records, and documents [including electronic storage media] shall be maintained in

accordance with generally accepted accounting principles);

2. Upon DOH request, duplicate and transfer to DOH the records or documents (referenced under 1, above), during the required retention period; and
3. Where Provider is a state university, following any monitoring finding deficiency by DOH, DOH shall notify Provider in a writing specifying such deficiencies and providing Provider an opportunity within a stated time period to rectify such deficiencies or provide DOH a reasonable and acceptable justification for not correcting such.

E. Indemnification.

1. To indemnify, defend, and hold the State, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Provider, its employees and agents, including, but not limited to, patent, copyright, or trademark infringement, relating hereto, as well as for any determination, arising out of or related hereto, that Provider or Provider's employees, agents, subcontractors, assignees or delagees are not independent contractors vis-à-vis DOH. This Agreement is neither waiver of sovereign immunity nor consent by a state agency or political subdivision to suit by third parties.
2. And acknowledges its inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify within 7 days after notice from DOH. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable shall excuse performance of this obligation. Provider shall pay all costs and fees related to this obligation including DOH enforcement.
3. Where Provider is a state university, Provider agrees solely to the following indemnification clause: To be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. This Agreement is neither waiver of sovereign immunity nor consent by a state agency or political subdivision to suit by third parties.

F. Insurance.

1. To maintain adequate liability insurance coverage on a comprehensive basis which coverage shall be in force at all times during the term hereof.
2. Upon Provider's execution hereof, unless a state agency or subdivision as defined by §768.28, F.S., to furnish DOH with written evidence, acceptable to DOH, of the existence and extent of such insurance coverage. This section does not limit DOH's right to require additional insurance through other terms of this or any other Agreement nor shall DOH's acceptance of written evidence of insurance coverage limit or release Provider of any responsibility hereunder.
3. If a county or municipality, to furnish to DOH written verification of coverage in accordance with §768.28, F.S.
4. If a state university, to furnish to DOH the following: (Insert Provider Name) certifies it maintains general and professional liability protection coverage through the Florida Casualty Insurance Risk Management trust fund, established pursuant to §284.30, F.S., and administered by the State of Florida, Department of Insurance, or through (insert name of self insurance program or mark as "n/a" as appropriate) self insurance programs created pursuant to §1004.24, F.S. Such protection is as described in §768.28, F.S.

G. Safeguarding Information. To follow professional standards of practice and state and federal law with respect to client confidentiality in a manner consistent with or exceeding the requirements of DOH Information Security Policies, Protocols and Procedures, 1999-2000, as amended.

H. Assignments and Subcontracts.

1. To neither assign nor delegate any rights or obligations hereunder, nor subcontract any of the Services contemplated hereunder, absent DOH's prior written approval. No approval shall waive Provider's ultimate responsibility for the performance of all the terms and conditions hereof nor shall approval be deemed in any way to provide for the incurring of any obligation of DOH to the assignee, delagee or subcontractee or to increase DOH's obligations above the Contract Amount. Assignments, delegations or subcontracts shall be subject to the terms and conditions

hereof (except as may otherwise be provided herein) and to any conditions of approval DOH deems necessary.

2. To provide a monthly Minority Business Enterprise report to the Contract Manager which shall include the names, addresses, dollar amounts and otherwise summarize the participation of each certified and non-certified minority subcontractor/material supplier for that month and for the Agreement to date.

3. The Office of Supplier Diversity (850.487.0915) has names of qualified minorities; questions on 2. above may be directed to DOH Minority Coordinator (850.245.4199). This paragraph for notice purposes only.

I. Return of Funds.

1. To return to DOH any overpayment or funds disallowed pursuant to the terms hereof disbursed to Provider. Funds paid on a calendar basis shall, upon termination pursuant to I.C., be prorated with any remainder returned to DOH as an overpayment. Additionally, Provider shall return to DOH any and all funds paid pursuant hereto for Services for which Provider has received payment from any other source(s) including other sources within DOH. All of the above-referenced funds shall be considered DOH funds. The return shall be due within 45 days following the sooner of completion or termination hereof or 10 days after the overpayment is discovered by either party. Provider shall pay interest on such funds at the rate set under §55.03, F.S., from the date the return is due through the date the funds are fully paid. DOH, at its exclusive discretion, may collect such DOH Funds and interest by reducing payment for invoices under this or any other DOH agreement with Provider.

2. If a state university, as an alternative to 1., above, upon notice of the overpayment from DOH, to promptly inform DOH whether Provider agrees such amount is an overpayment. If repayment is not be made within 40 calendar days after the date of notification and such amount is undisputed, DOH has Provider's authority to instruct the State Comptroller's office to transfer the overpayment amount from the relevant state university account to DOH.

J. Intellectual Property.

1. Patents, copyrights and trademarks arising, developed or created in the course or as a result of Services or in any way connected herewith are the property of DOH and nothing resulting from Services or provided by DOH to Provider as a result hereof may be reproduced, distributed, licensed, sold or otherwise transferred without prior written DOH permission.

2. If a state university, 1., above, does not apply and the following controls: Absent DOH's explicit notification to Provider herein of particular property to be produced hereunder that DOH intends to retain exclusive rights to copyright, trademark or patent, Provider shall have the right to apply for copyright, trademark or patent on any property, created, developed or invented as a result hereof. Any action taken by the provider in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the provider to the Department of State in accordance with §1004.23, F.S. Provider shall supply DOH a copy of such property and grants all state agencies a nonexclusive, royalty free and irrevocable license to reproduce, publish and use such property for government purposes. If this Agreement contains federal funds, Provider grants the federal awarding agency, for federal government purposes, the same rights it grants state agencies.

K. Reports of abuse, abandonment or death of children, disabled adults or elderly persons.

To comply directly and through its employees and agents with Chapters 39 and 415, F.S., in reporting abuse, abandonment, neglect, exploitation or death, as relevant, of children, disabled adults and elderly persons served directly or indirectly hereunder (1-800-96ABUSE) and relay such report to the Contract Manager within 24 hours of the making thereof. The above telephone number for notice purposes only.

L. Transportation Disadvantaged. To comply with Ch. 427, F.S., Chapter 41-2, FAC., and DOH Accounting Manual Vol. 10, Ch. 27, on client transportation.

M. Purchasing.

1. Pride To purchase articles which are the subject hereof or required hereof from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the manner and under the procedures set forth in §946.515(2) and (4), F.S. For purposes hereof Provider shall be deemed substituted for DOH for dealings with PRIDE. The preceding sentence shall be construed to mean solely that if DOH would be obligated to purchase the property necessary hereunder from PRIDE, Provider shall be obligated to purchase such property from PRIDE. This clause does not apply to Provider's subcontractors unless otherwise required by law.

2. MyFloridaMarketPlace

a. And represents either exemption from or registration in MyFloridaMarketPlace. Rule 60A-1.030(3), F.A.C.

b. Unless exempt, to pay a 1% Transaction Fee from the payments received from DOH hereunder to the State as follows:

i. For payments within the State accounting system (FLAIR or its successor), to automatic deduction of the Transaction Fee from such payments; or, ii. Where i. is not possible, to pay the Transaction Fee and issue accompanying reports pursuant to subsection 60A-1.031(2), F.A.C. By Provider's submission of these reports and corresponding payments, Provider certifies their correctness and agrees to audit thereof by the State or its designee.

iii. That the Transaction Fee may only be adjusted, and Provider credited, for items returned to the Provider through no fault, act, or omission of Provider.

iv. That the Transaction Fee shall not be adjusted for items rejected, returned, or declined by DOH due to Provider's noncompliance with the Agreement.

c. Failure to comply with requirements a. and b. are grounds for declaring Provider in default and recovering procurement costs from Provider in addition to all outstanding fees. DELINQUENCY IN PAYMENT OF TRANSACTION FEES MAY RESULT IN EXCLUSION FROM FUTURE BUSINESS WITH THE STATE.

N. Civil Rights Certification. To comply with DOH publication "Methods of Administration, Equal Opportunity in Service Delivery."

O. Withholdings and Other Benefits: Provider's Independent Capacity.

1. This Agreement creates no DOH obligation to pay or furnish:

- a. Social security or income tax withholdings;
- b. Retirement, health or leave benefits; or
- c. Services of support normally available to state employees (e.g., office space, office supplies, telephone service, secretarial, or clerical support).

2. And represents:

- a. It shall not bind, nor represent to third parties it has the authority to bind, DOH.
- b. That Provider and Provider's employees, agents, subcontractors, assignees and delagees are, and shall behave in all matters arising out of or related hereto, independent contractors.

P. Sponsorship. Notices, pamphlets, releases, advertisements, descriptions of sponsorship of the program research reports, and similar public notices by or for Provider arising or resulting herefrom shall comply with §286.25, F.S.

Q. Lobbying, Fundraising and Program Income. To comply with the prohibitions against expenditures of contract funds to lobby the Legislature or a state agency. §§11.062 and 216.347. F.S. Fund raising activities shall not be charged to, or reimbursed from, any DOH contract proceeds. Program income is DOH funds under II.I., except that, at DOH's sole discretion, program income may be used to fund additional Services. "Program income" means Provider's gross income directly generated by a grant supported activity, or earned as a result hereof during the term hereof. If any payment due hereunder results directly from a budget line item submitted by Provider and Provider's actual costs/expenditures are less than the amount budgeted, the resulting difference is "program income."

R. Staff, Facilities and Equipment.

To maintain sufficient staff, facilities and equipment to deliver the Services described herein, and immediately notify DOH whenever Provider is unable or is going to be unable to provide the required quality or quantity of Services.

S. Time of Essence Regarding Obligations of Provider, all Breaches

Material. Time is of the essence with regard to each and every obligation of Provider contained herein. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) is a material breach hereof.

T. Convicted and Discriminatory Vendors Lists. Undersigned, on behalf of himself/herself, Provider, and any affiliate thereof, represents there is no placement on either the convicted vendor or discriminatory vendor lists prohibiting this Agreement. §§287.133-134, F.S.

U. E-Verify. 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.

III. DOH Agrees:

A. Contract Amount. To pay no more than the Contract Amount for Services.

B. Contract Payment. Payment is due and owing upon the latter of:

1. DOH receipt of a properly completed invoice; or
2. DOH approval of Services. Unless otherwise specified herein, DOH has 5 working days to inspect and approve Services. Vendors with problems in timely payment(s) hereunder may contact the Comptroller's Hotline (800.848.3792). The previous sentence is for notice purposes only.

TOPWA PROGRAM ATTACHMENT 8

A. SERVICES

The Provider shall:

1. Become a registered HIV test site under 64.206, FAC., and send all completed tests to the state laboratory or other laboratory of the Department's choice. (The Bureau of HIV/AIDS will assign a special site number for this project.)
2. Establish and maintain a targeted outreach program ("Program") for clients (see below) in the specified area.

B. CLIENT ELIGIBILITY

The Program shall serve:

1. Substance-abusing pregnant women who are not receiving proper prenatal care, pregnant women at risk for or infected with HIV who are not receiving proper prenatal care and women at risk of HIV infection. The Provider will identify clients through outreach who are in need of HIV counseling, testing, and prevention education.

C. THE PROGRAM

The Provider shall:

1. Identify specific venues where clients may be found. These include, but are not limited to: bars/clubs, laundromats, business establishments, low-income housing complexes, social organizations, street locations, homeless/domestic violence shelters, jails, substance abuse treatment centers, and mental health facilities.
2. Collaborate with existing outreach programs in identified areas and establish reciprocal referral relationships with other outreach workers.
3. Collaborate with, at a minimum:
 - a. The local high-risk obstetrical provider to identify pregnant women who do not maintain adequate prenatal care.
 - b. The local Women, Infants, and Children's (WIC) clinic to identify pregnant women in need of prenatal care.
 - c. At least one substance abuse provider that will accept pregnant women on a priority basis when they are actively using drugs or alcohol.
 - d. The local county jail staff or other agencies working in the jail in order to provide linkage services to pregnant women when they are released.
 - e. The Perinatal Network of service providers. (*If one exists in your area.*)
4. Establish relationships with community gatekeepers, including community leaders, religious leaders and others who are connected to potential clients.
5. Develop and implement a strategy to market the program in the specified area.
6. Conduct outreach sessions to identify eligible women (see above). Eligible women should be offered the opportunity to enroll in the program.
7. Conduct an assessment on each enrolled client using the TOPWA Enrollment Form.
8. Provide an average of two referrals for each enrolled client. Provide referrals for non-eligible women and provide direct linkages

with services for enrolled clients as indicated by the enrollment form. A follow-up form should only be completed on enrolled clients.

9. Provide education and information, as appropriate, for all women contacted.
10. Offer HIV and pregnancy testing to all women encountered whose HIV and pregnancy status are unknown either directly or through a direct referral to a rapid HIV testing location.
11. Provide information on the availability of zidovudine (AZT) and the benefits of early treatment to HIV-infected women and provide direct linkages to medical care.
12. Provide information on the benefits of proper prenatal care and the dangers of substance abuse during pregnancy.
13. Request permission of the client to provide follow-up services.
14. Confirm linkage of all referrals made for enrolled clients, including efforts to assist every client in obtaining family planning services if they choose to delay the birth of a subsequent child.
15. Confirm each HIV-exposed infant has diagnostic testing required to confirm their HIV status by six months of age for surveillance purposes.
16. Fill out all forms and reports accurately and completely in accordance with the TOPWA Forms Instruction Guide, incorporated herein by reference, and submit them to the contract manager in a timely fashion.
17. Submit a calendar of proposed outreach activities for the following month to the contract manager.
18. Conduct a 31 day client satisfaction survey during March of each year. The survey instrument will be provided by the Department and will be offered to 100% of clients enrolled in March.
19. The Provider shall make reasonable attempts to provide test results to at least 75% of negative clients and at least 100% of positive clients. The Provider must document in client records efforts to post-test counsel clients. The Provider must send copies of test results and locating information on confidentially tested positive clients who miss their post-test counseling appointment to the local STD program within 24 hours of the missed appointment, as specified in *TA-9: Provision of HIV Counseling, Testing, and Referral*. The Provider must document and submit the post-test counseling form in accordance with the Department's *Counseling and Testing Forms Instructions Guide*.
20. The Provider shall make every effort to refer all positive clients to the local STD program for partner services (PS). The Provider must document such referrals in client records and on the post-test documentation form.
21. The Provider is required to attend annual TOPWA provider meetings organized by the Bureau of HIV/AIDS.
22. The Provider will cooperate with local organizations in the provision of at least one baby shower per year for TOPWA clients and attend one (1) community event per quarter in different geographic locations to assess and enroll eligible women in TOPWA.

D. STAFFING REQUIREMENTS

1. Only qualified personnel shall contact potential clients.
2. Qualified personnel are:
 - a. Accepted by clients in the specified area
 - b. Familiar and comfortable with their cultural norms and able to converse comfortably with and be understood by such women.
 - c. Trained in client-centered counseling testing and referral techniques (successful completion of the Department's HIV/AIDS 500 and 501 courses is required) and TOPWA program policies and procedures.
 - d. Experienced with and knowledgeable of HIV/AIDS and issues related to pregnancy and substance abuse.
 - e. Able to work unusual hours in exceptional locations to implement the Program.

E. METHOD OF PAYMENT

The Provider shall request payment on a monthly basis. The Provider shall complete and submit to the Contract Manager, within 10 days after the end of the month for which payment is being requested, the following forms:

1. TOPWA Monthly Summary Report
2. TOPWA Monthly Outreach Log
3. TOPWA Birth Outcome List
4. TOPWA Enrollment Forms
5. TOPWA Follow-up Form
6. TOPWA DH1628 Scan ID Log
7. Other forms required by the Department

Cost Reimbursement:

If the Department agrees to Cost Reimbursement, all fringe benefits, except for FICA, shall be reimbursed only for those employees who are maintained in a full-time status pursuant to Federal and State employment laws, rules and codes. If vacant for more than thirty (30) days, staff positions referenced herein must be reported in writing to the Department contract manager within seven (7) days.

Fixed Price (Fixed Fee):

If the Department agrees to Fixed Price (Fixed Fee), the Department shall pay the Provider for administrative costs in monthly installments not to exceed the total amount allocated. This shall include salary, fringe benefits, office expenses, travel and administrative costs not to exceed 10% of the financial assistance agreement funding.

All fixed price components of this contract must comply with the following required language for fixed price contracts:

Required Language for Fixed Price Contracts:

Documentation. Provider is required to maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CF DA number identified on Exhibit I 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 Provider to fulfill its obligations under this contract.

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

Financial Report. The Provider shall submit a quarterly financial report for each of the first three (3) quarters of the contract stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of each quarter. Each report must be accompanied by a statement signed by an individual with legal authority to bind Provider certifying that these expenditures are true, accurate and directly related to this contract.

The Provider shall 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 Department within 45 days of the end of each year. The report must be accompanied by a statement signed by an individual with legal authority to bind Provider certifying that these expenditures are true, accurate and directly related to this contract.

Additionally, if this contract is funded with federal awards and/or state financial assistance, and the Provider is determined to be a recipient or sub-recipient pursuant to OMB Circular A-133, §___.105 and/or §215.97(2) (m) and (v), *Florida Statutes* (2004), as indicated on Exhibit I, Provider must ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

END OF TEXT